

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------|----------|----------------|-------------------|
| Godfrey Entertainment Inc. | | 11/26/2013 | CORPORATION: UTAH |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | Nitro Circus IP Holdings LP |
| Street Address: | 190 Elgin Avenue |
| Internal Address: | c/o Intertrust Corporate Services (Cayman) Limited |
| City: | George Town, Grand Cayman |
| State/Country: | CAYMAN ISLANDS |
| Postal Code: | KY1-9005 |
| Entity Type: | LIMITED PARTNERSHIP: CAYMAN ISLANDS |

PROPERTY NUMBERS Total: 14

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------|
| Registration Number: | 3862819 | NITRO CIRCUS |
| Registration Number: | 3862821 | NITRO CIRCUS |
| Registration Number: | 3862822 | NITRO CIRCUS |
| Registration Number: | 3862825 | |
| Registration Number: | 3862826 | |
| Registration Number: | 3862827 | |
| Registration Number: | 4009991 | NITRO CIRCUS LIVE |
| Serial Number: | 78800748 | TRAVIS AND THE NITRO CIRCUS |
| Registration Number: | 3782822 | NITRO CIRCUS |
| Registration Number: | 3255260 | TRAVIS AND THE NITRO CIRCUS |
| Registration Number: | 3222025 | NITRO CIRCUS |
| Registration Number: | 3210835 | NITRO CIRCUS |
| Serial Number: | 85740576 | NITRO CITY |

CH \$365.00 3862819

Serial Number:

85740591

NITRO CIRCUS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-554-8000

Email: bcohn@pattishall.com

Correspondent Name: Bradley Cohn

Address Line 1: 200 S. Wacker Drive, Ste. 2900

Address Line 2: Pattishall McAuliffe et al.

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

NITRO CIRCUS

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Bradley L. Cohn

Signature:

/bradleycohn/

Date:

12/05/2013

Total Attachments: 7

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EXECUTION VERSION

DEED OF TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, effective as of November 26, 2013 (“Effective Date”), is between **GODFREY ENTERTAINMENT INC.**, a Utah corporation (“Assignor”) and **NITRO CIRCUS IP HOLDINGS GP LIMITED**, an exempted limited company formed under the laws of the Cayman Islands, whose office is located at c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands in its capacity as general partner of **NITRO CIRCUS IP HOLDINGS LP**, an exempted limited partnership registered in the Cayman Islands (“Purchaser”).

WHEREAS, Assignor, Raine Management LLC (“Raine”) and certain other parties have entered into an Intellectual Property Acquisition Agreement dated October 13, 2013, (the “Acquisition Agreement”), pursuant to which Assignor has agreed to sell, and Raine has agreed to purchase all of the right, title and interest in and to all trademarks, service marks, trade dress, (including all registrations and recordings thereof and all applications therefor in the United States Patent and Trademark Office or in any similar office or agency of any other state, country or any political subdivisions thereof), trade names and corporate names, owned or used by Assignor in connection with the Business, along with all common law rights related to any of the foregoing, and including without limitation those trademark registrations and applications for registration listed in Schedule A (collectively, the “Transferred Marks”), and all goodwill associated therewith; and

WHEREAS, pursuant to the Acquisition Agreement, Raine has nominated Purchaser to receive all of its rights and obligations under the Acquisition Agreement and therefore, Assignor agrees to assign to Purchaser, and Purchaser wishes to acquire from Assignor, Assignor’s entire right, title and interest in the Transferred Marks, and all goodwill associated therewith or symbolized thereby (All terms used in this Trademark Assignment and not herein defined shall have the meanings set forth in the Acquisition Agreement.);

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Trademark Assignment and in the Acquisition Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the Acquisition Agreement, Assignor, as of the Effective Date, hereby irrevocably assigns, transfers, sells and conveys to Purchaser, its successors and assigns, Assignor’s entire right, title and interest in and to the Transferred Marks, and any renewals thereof, all registrations that have been or may be granted thereon, all common law rights thereto and all goodwill associated therewith or symbolized thereby, together with all income, royalties, damages and payments now or hereafter due or payable with respect to the Transferred Marks, all causes of action (in law and/or equity), the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, dilution and/or other violation of the rights assigned to Purchaser hereunder, all rights to recover damages or lost profits in connection therewith and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Transferred Marks. The foregoing assignment will be subject to the licenses currently held by Nitro Circus Live Pty Ltd.

EXECUTION VERSION

2. Cooperation. Assignor shall, at its expense, take reasonable actions and execute and deliver documents that Purchaser may reasonably request to effect the terms of this Trademark Assignment and to perfect Purchaser's title in and to those Transferred Marks assigned to it hereunder. If Assignor fails to promptly take or execute any such action or document after written request by Purchaser, Assignor hereby constitutes and appoints Purchaser as true and lawful agent and attorney-in-fact of Assignor, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Purchaser, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effect the assignments contemplated in this Trademark Assignment.
3. Recordation. Purchaser shall be solely responsible for all actions whatsoever associated with the perfection of Purchaser's right, title, and interest in and to the Transferred Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to Purchaser of the Transferred Marks; provided, however that each of Purchaser and Assignor shall be responsible for their respective attorneys' fees in any jurisdiction and trademark office fees associated with such perfection and recordation and/or registration in all jurisdictions shall be borne 50% by the Assignor and 50% by the Purchaser. The Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Purchaser as the assignee and owner of the Transferred Marks and to deliver to Purchaser, and to Purchaser's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.
4. Governing Law. This Trademark Assignment shall be governed by the governing law and venue provisions of clause 29 of the Acquisition Agreement.
5. General Provisions. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment. This Trademark Assignment, along with its Schedule and the Acquisition Agreement and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Trademark Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Trademark Assignment shall not waive any of its rights under such terms or provisions. This Trademark Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Purchaser have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.


ASSIGNOR

Executed and delivered as a Deed
GODFREY ENTERTAINMENT INC.
a Utah corporation

By: 
Name: Greg S. Godfrey
Title: President

NITRO CIRCUS IP HOLDINGS LP

Executed and delivered as a Deed
By: Nitro Circus IP Holdings GP Limited,
its General Partner

By: 
Name: Greg S. Godfrey
Title: Director President

Witnessed by: Stephanie Hunsaker

Name: Stephanie Hunsaker
Title: AFD Zions Bank

EXECUTION VERSION

IN WITNESS WHEREOF, Assignor and Purchaser have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

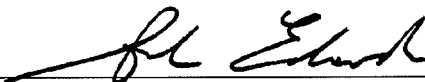
ASSIGNOR

Executed and delivered as a Deed
Godfrey Entertainment Inc.
a Utah corporation

By: _____
Name:
Title:

NITRO CIRCUS IP HOLDINGS LP

Executed and delivered as a Deed
By: Nitro Circus IP Holdings GP Limited,
its General Partner

By: 
Name:
Title: Director

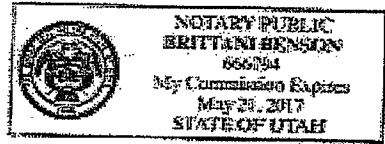
Witnessed by: 

Name: STEPHEN ROGELS
Title: BUSINESS AFFAIRS EXECUTIVE

EXECUTION VERSION

STATE OF Utah
COUNTY OF Salt Lake

SS:



On this 22 day of November 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared Kevin Galtrey, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Godfrey Entertainment, Inc., as the President of said company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

[Signature]
Notary Public

(Affix Seal Below)

SCHEDULE A
TRANSFERRED TRADEMARKS

| | | | | | |
|---|---|-----|---|-----------------------------|------------|
| 1 | 3862819 (serial number 77827867) | USA | NITRO CIRCUS | | Registered |
| | | |  | | |
| 2 | 3862821 (serial number 77827980) | USA | NITRO CIRCUS | Godfrey Entertainment, Inc. | Registered |
| | | |  | | |
| 3 | 3862822 (serial number 77828039) | USA | NITRO CIRCUS | Godfrey Entertainment, Inc. | Registered |
| | | |  | | |
| 4 | 3862825 (serial number 77828133) | USA | | Godfrey Entertainment, Inc. | Registered |
| | | |  | | |
| 5 | 3862826 (serial number 77828145) | USA | | Godfrey Entertainment, Inc. | |
| | | |  | | |
| 6 | 3862827 (serial number 77828165) | USA | | Godfrey Entertainment, Inc. | Registered |
| | | |  | | |
| 7 | 4009991 (serial number) | USA | NITRO CIRCUS LIVE | Godfrey Entertainment, Inc. | Registered |

EXECUTION VERSION

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| | | | | | |
|----|---|-----|--------------------------------|-----------------------------|------------|
| 8 | Serial number 78800748 | USA | TRAVIS AND THE NITRO CIRCUS | Godfrey Entertainment, Inc. | Abandoned |
| 9 | 3782822 (serial number 78800752) | USA | NITRO CIRCUS | Godfrey Entertainment, Inc. | Registered |
| 10 | 3255260 (serial number 78800782) | USA | TRAVIS AND THE NITRO CIRCUS | Godfrey Entertainment, Inc. | Registered |
| 11 | 3222025 (serial number 78800808) | USA | NITRO CIRCUS | Godfrey Entertainment, Inc. | Registered |
| 12 | 3210835 (serial number 78800828) | USA | NITRO CIRCUS | Godfrey Entertainment, Inc. | Registered |
| 13 | Serial number 85740576 | USA | NITRO CITY | Godfrey Entertainment, Inc. | Pending |
| 14 | Serial No. 85740591 | USA | NITRO CIRCUS | Godfrey Entertainment, Inc. | Pending |
