TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300488

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ammirati Ready, Inc.		03/31/2014	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Resource Ventures, Ltd.
Street Address:	343 North Front Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43215
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4257173	AMMIRATI

CORRESPONDENCE DATA

Fax Number: 6144642634

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

Phone: (614) 462-5400
Email: trademarks@keglerbrown.com
Correspondent Name: Kegler Brown Hill & Ritter - SCB/P*F
Address Line 1: 65 East State Street
Address Line 2: Suite 1800
Address Line 4: Columbus, OHIO 43215

CH $40.00 4257173

ATTORNEY DOCKET NUMBER:	74052.AMMIRATI
NAME OF SUBMITTER:	Stephen C. Barsotti
SIGNATURE:	/SCB/
DATE SIGNED:	04/07/2014

Total Attachments: 7
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IP ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("**IP Assignment**"), dated as of March 31, 2014, is made by Ammirati Ready, Inc. ("**Assignor**"), a New York corporation, located at 19 Union Sq. W., New York, NY 10003, in favor of Resource Ventures, Ltd. ("**Assignee**"), an Ohio limited liability company, located at 343 North Front St., Columbus, OH 43215.

Whereas, Assignor desires to convey, transfer and assign to Assignee certain service marks and internet domain names of Assignor in exchange for the consideration as set forth herein, and has agreed to execute and deliver this IP Assignment to memorialize the same and for recording with national, federal and state government authorities including, but not limited to, the U.S. Patent and Trademark Office ("**U.S. PTO**").

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned IP**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress, customer lists, client lists, and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such marks and information, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) without limitation to the generality of the foregoing, the service marks and service mark registration set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(c) registrations of the internet domain names set forth on Schedule 2 hereto, whether or not incorporating Assignor's service marks, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and

claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the U.S. PTO and any other national, federal and state government officials to record and register this IP Assignment upon request by Assignee. Assignor shall, at Assignee's cost, execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned IP including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor, at Assignee's cost, shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. General.

(a) Entire Agreement. This IP Assignment, that certain Asset Purchase Agreement dated March 31, 2014 by and among Assignor and RI Holding Company, LLC; Assignee and Ammo Productions LLC; and Todd Wender and Matthew Ammirati (the "**APA**"), and all related exhibits (including, for the avoidance of doubt, that certain Contribution Agreement dated March 31, 2014 by and among Assignor and RI Holding Company, LLC; Assignee and Ammo Productions LLC; and Todd Wender and Matthew Ammirati) and schedules, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this IP Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

(d) Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-

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mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[*Signature page follows*]

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IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

AMMIRATI READY, INC.

By_____

Name: Matthew Ammirati
Title: Chief Executive Officer

SWORN TO BEFORE ME THIS ____ day of _____, 2014.

_____
Notary Public

AGREED TO AND ACCEPTED:

RESOURCE VENTURES, LTD.

By_____

Name: Nancy J. Kramer
Title: Chairman and Secretary

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

AMMIRATI READY, INC.

By_____

Name: Matthew Ammirati
Title: Chief Executive Officer

SWORN TO BEFORE ME THIS 31st day of March, 2014.

_____
Notary Public

RYAN LEWENDON
Notary Public, State of New York
No. 02LE6201029
Qualified in New York County
Commission Expires April 3, 2017

AGREED TO AND ACCEPTED:

RESOURCE VENTURES, LTD.

By_____

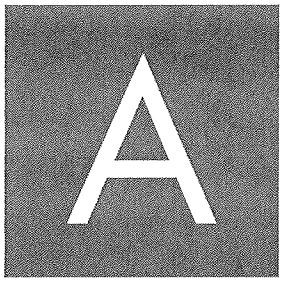
Name: Nancy J. Kramer
Title: Chairman and Secretary

SCHEDULE 1

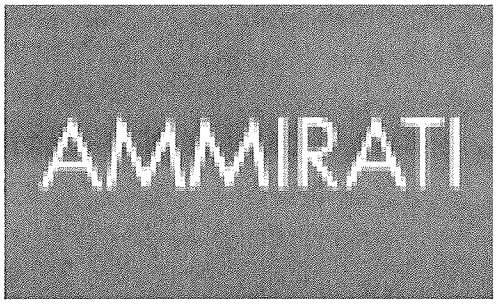
ASSIGNED SERVICE MARKS

AMMIRATI – U.S. REGISTRATION NO. 4,257,173

AMMIRATI – logo #1 (shown below)



AMMIRATI – logo #2 (shown below)



SCHEDULE 2

ASSIGNED DOMAIN NAMES

ammirati.co

ammirati.com

ammirati.info

ammirati.tv

ammoprojects.com