

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OBERON MEDIA, INC.		01/06/2012	CORPORATION: NEW YORK
OBERON MEDIA (ISRAEL) LTD.		01/06/2012	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	TRANSGAMING INTERACTIVE CORP.		
Street Address:	431 King Street West, Suite 600		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 1K4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2852977	KIDSWISE	
CORRESPONDENCE DATA			
Fax Number:	4162163930		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	416-216-1906		
Email:	Chris.Hunter@nortonrosefulbright.com		
Correspondent Name:	Christopher N. Hunter		
Address Line 1:	Suite 3800, 200 Bay Street		
Address Line 2:	Royal Bank Plaza, South Tower		
Address Line 4:	Toronto, Ontario, CANADA M5J 2Z4		
ATTORNEY DOCKET NUMBER:	05201598-10US		
NAME OF SUBMITTER:	Christopher N. Hunter		
SIGNATURE:	/Christopher N. Hunter/		
DATE SIGNED:	05/07/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") made on January 6, 2012 (the "Effective Date")

AMONG:

- (1) OBERON MEDIA, INC., a corporation formed under the laws of the State of New York and OBERON MEDIA (ISRAEL) LTD., a corporation formed under the laws of Israel (collectively, the "Assignors");

AND

- (2) TRANSGAMING INTERACTIVE CORP., a corporation formed under the laws of the Province of Ontario (the "Assignee");

WHEREAS the Assignors, the Assignee, TransGaming Inc. and TransGaming Digital Home (Israel) Ltd. have entered into an Asset Purchase Agreement dated January 4, 2012 (the "Purchase Agreement") in connection with, among other things, the sale of the Purchased Assets (as defined by the Purchase Agreement) from the Assignors to the Assignee and TransGaming Digital Home (Israel) Ltd.;

WHEREAS among the Purchased Assets to be purchased pursuant to the Purchase Agreement are the marks set forth on Schedule A hereto, together with the goodwill and all other rights, priorities and privileges associated therewith (collectively, the "Assigned Marks");

WHEREAS capitalized terms used but not defined in this Assignment have the meaning given to them in the Purchase Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The Assignors hereby sell, assigns and transfers to the Assignee, and its successors, assigns and nominees, absolutely and forever, the entire right, title and interest in and to the Assigned Marks, free and clear of any and all Liens other than Permitted Encumbrances, the same to be held as fully by the Assignee as the same would have been held by the each of the Assignors had this Assignment not been made.
2. The Assignee hereby authorizes and requests the Registrar of Trademarks at the Canadian Intellectual Property Office, the United States Patent and Trademark Office and any other appropriate authorities to transfer by assignment those Assigned Marks registered with any of the applicable foregoing authorities and any and all continuations, renewals, extensions, reinstatements and reissues thereof, to be held by the Assignee, in each instance, at Assignee's expense.
3. To the extent that the assignment of any Marks contemplated by this Assignment is not effective in any jurisdiction for whatever reason, this Assignment shall not operate as such with respect to such Marks. Notwithstanding the foregoing, the Assignors shall use their reasonable efforts to grant to the Assignee rights as substantially comparable as possible to ownership of the relevant Marks.
4. The provisions of Article 13 of the Purchase Agreement shall apply to this Assignment mutatis mutandis.
5. This Assignment is governed by and is to be interpreted, construed and enforced in accordance with the laws of the State of Delaware.

6. This Assignment is executed and delivered pursuant and subject to the terms and conditions of the Purchase Agreement and nothing contained in this Assignment shall be deemed to supersede any of the representations, warranties, covenants or other agreements contained in the Purchase Agreement. In the event of any ambiguity or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail.

[signature page to follow]

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Assignment to be executed on the Effective Date.

OBERON MEDIA, INC.

By: _____

Name: Robert Hayes
Title: President

OBERON MEDIA (ISRAEL) LTD.

By: _____

Name: Robert Hayes
Title: Director

TRANSGAMING INTERACTIVE CORP.

By: _____

Name:
Title:

[Signature Page for Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Assignment to be executed on the Effective Date.


OBERON MEDIA, INC.

By: _____
Name: Robert Hayes
Title: President

OBERON MEDIA (ISRAEL) LTD.

By: _____
Name: Robert Hayes
Title: Director

TRANSGAMING INTERACTIVE CORP.

By:  _____
Name: VIKAS GUPTA
Title: CEO

[Signature Page for Trademark Assignment Agreement]

Schedule A

Assigned Marks

Mark	Jur.	Registration No.	Owner	Legal Status
JIVE	US	Reg. No. 3,431,646	Oberon Media TV Ltd., as merged into Oberon Media (Israel) Limited	REGISTERED
KIDSWISE	CA	TMA681951	Pixelplay Inc., as merged into Oberon Media, Inc.	REGISTERED
KIDSWISE	US	Reg. No. 2,852,977	Oberon Media (Israel) Limited	REGISTERED
PETITS GENIES	CA	TMA634508	Pixelplay Inc., as merged into Oberon Media, Inc.	REGISTERED

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