

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304027

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Promociones Antonio Pena, S.A. de C.V.		01/11/2014	CORPORATION: MEXICO

RECEIVING PARTY DATA

Name:	Lucha Libre FMV LLC
Street Address:	1657 12th Street
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85855464	LLL MEXICO
Serial Number:	85855423	PSICOSIS
Serial Number:	85846200	DR. WAGNER
Serial Number:	85846213	PSYCHO CIRCUS
Serial Number:	85846567	MURDER CLOWN
Serial Number:	85846510	SEXY STAR
Serial Number:	85846550	MONSTHER CLOWN
Serial Number:	85846533	PSYCHO CLOWN
Serial Number:	85810401	AAA
Serial Number:	85810349	IT'S NOT WRESTLING IT'S LUCHA LIBRE
Serial Number:	77945708	MASCARITA SAGRADA
Serial Number:	77839751	MASCARITA SAGRADA
Serial Number:	78779001	AAA
Serial Number:	76646492	PSICOSIS
Serial Number:	76631068	LLL MEXICO
Serial Number:	76629758	MASCARA SAGRADA

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

CH \$415.00 85855464

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

Email: ccasselman@paulweiss.com, dewilliams@paulweiss.com
Correspondent Name: Carolyn J. Casselman
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19663-006
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NAME OF SUBMITTER:	Carolyn J. Casselman
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SIGNATURE:	/Carolyn J. Casselman/
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DATE SIGNED:	05/09/2014
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Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 11, 2014 by Promociones Antonio Peña, S.A. de C.V. ("Assignor"), a Mexican corporation, in favor of Lucha Libre FMV LLC ("Assignee"), a Delaware limited liability company. Capitalized terms used but not defined herein have the meanings assigned to them in that certain Intellectual Property Assignment Agreement dated as of January 11, 2014 (the "Intellectual Property Assignment Agreement") between Assignor and Assignee.

Pursuant to the Intellectual Property Assignment Agreement, Assignor has assigned, conveyed and transferred to Assignee all of its right, title and interest in and to all trademarks owned by it, including, without limitation, the registered trademarks and trademark applications listed on Schedule 1 attached hereto (the "Assigned Trademarks"), together with the goodwill associated with or otherwise symbolized by the Assigned Trademarks.

The parties wish to execute this Assignment for purposes of recording the assignment and transfer of the Assigned Trademarks from Assignor to Assignee pursuant to the Intellectual Property Assignment Agreement with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary or desirable to effectuate, record and perfect the assignment and transfer of the Assigned Trademarks from Assignor to Assignee.

In consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to:
 - (a) the Assigned Trademarks;
 - (b) the trademark registrations and applications for registration of trademarks for the Assigned Trademarks listed on Schedule 1 attached hereto;
 - (c) the goodwill of Assignor's business associated with or otherwise symbolized by the Assigned Trademarks; and
 - (d) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage or injury to such Assigned Trademarks.
2. Assignee hereby accepts such assignment and assumes all obligations of Assignor with respect to the Assigned Trademarks.
3. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.

4. As further set forth in the Intellectual Property Assignment Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the assignment contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.


PROMOCIONES ANTONIO PEÑA, S.A. DE C.V.

Name: MARISELA PEÑA HERCEZA
Title: PRESIDENTA

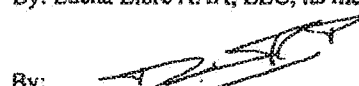
{Signature Page to Trademark Assignment}

LUCHA LIBRE FMV LLC

By: FactoryMade Ventures, LLC, its member


By: _____
John Fogelman, Manager

By: Lucha Libre AAA, LLC, its member


By: _____
Dorian Reidán, Manager

Antonio Cué Sánchez-Navarro

[Signature Page to Trademark Assignment]

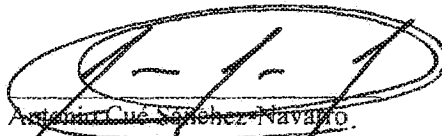
LUCHA LIBRE FMV LLC

By: FactoryMade Ventures, LLC, its member

By: _____
John Fogelman, Manager

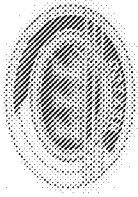
By: Lucha Libre AAA, LLC, its member


By: _____
Dorian Roldán, Manager





Argenis Cue Sánchez Navajo

[Signature Page to Trademark Assignment]

Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
LLL MEXICO 	US Federal	85855464 20-FEB-2013	NA	41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
PSICOSIS Translation: PSYCHOSIS PSICOSIS	US Federal	85855423 20-FEB-2013	NA	28 41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
DR. WAGNER DR. WAGNER	US Federal	85846200 11-FEB-2013	NA	28 41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
PSYCHO CIRCUS PSYCHO CIRCUS	US Federal	85846213 11-FEB-2013	NA	28 41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
MURDER CLOWN MURDER CLOWN	US Federal	85846567 11-FEB-2013	NA	28 41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
SEXY STAR SEXY STAR	US Federal	85846510 11-FEB-2013	NA	28 41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
MONSTER CLOWN MONSTER CLOWN	US Federal	85846550 11-FEB-2013	NA	28 41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
PSYCHO CLOWN PSYCHO CLOWN	US Federal	85846533 11-FEB-2013	NA	28 41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
AAA 	US Federal	85810401 26-DEC-2012	NA	9 16 21 25 26 28 35 38 41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
IT'S NOT WRESTLING IT'S LUCHA LIBRE Translation: IT IS NOT WRESTLING IT IS LUCHA LIBRE IT'S NOT WRESTLING IT'S LUCHA LIBRE	US Federal	85810349 26-DEC-2012	NA	41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
MASCARITA SAGRADA Translation: LITTLE SACRED MASK MASCARITA SAGRADA	US Federal	77945708 26-FEB-2010	NA	28	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
MASCARITA SAGRADA Translation: LITTLE SACRED MASK MASCARITA SAGRADA	US Federal	77839751 01-OCT-2009	NA	41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
AAA 	US Federal	78779001 22-DEC-2005	3162718 24-OCT-2006	41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
PSICOSIS PSICOSIS	US Federal	76646492 08-SEP-2005	3195506 09-JAN-2007	41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
LLL MEXICO 	US Federal	76631068 17-FEB-2005	3212053 27-FEB-2007	41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
MASCARA SAGRADA Translation: SACRED MASK	US Federal	76629758 01-FEB-2005	3232114 24-APR-2007	41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.
AAA & Design 	Canada	163389800 04-JUL-2013	TMA000000	41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner
LATIN LOVER	Argentina	2806437 27-FEB-2008	2273398 26-FEB-2009	41	PROMOCIONES ANTONIO PEÑA S.A. DE C.V.