

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R. Todd Neilson		04/28/2014	Trustee and authorized representatives of assignors: UNITED STATES
RECEIVING PARTY DATA			
Name:	GGW Acquisition LLC		
Street Address:	c/o Vert Capital		
Internal Address:	10591 Pico Blvd., Suite 204		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	77208674	GONE WILD	
Serial Number:	75939899	BANNED FROM TELEVISION	
Serial Number:	77217774	BANNED FROM TELEVISION	
Serial Number:	77382679	GIRLS GONE WILD	
Serial Number:	77166100	GIRLS GONE MOBILE	
Serial Number:	76517377	GIRLS GONE WILD	
Serial Number:	75640463	GIRLS GONE WILD	
Serial Number:	77382449	GIRLS GONE WILD	
Serial Number:	77208666	GONE WILD	
Serial Number:	77384465	GONE WILD	
Serial Number:	76427548	GUYS GONE WILD	
Serial Number:	76306922	MANTRA	
Serial Number:	77208650	GIRLS GONE WILD	
CORRESPONDENCE DATA			
Fax Number:	3104791422		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
TRADEMARK			

OP \$340.00 77208674

Phone: 310-478-4100
Email: patentandtrademarks@wrslawyers.com
Correspondent Name: Mark B. Mizrahi, Esq.
Address Line 1: 11400 West Olympic Blvd.
Address Line 2: 9th Floor
Address Line 4: Los Angeles, CALIFORNIA 90064

ATTORNEY DOCKET NUMBER:	19224-102
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NAME OF SUBMITTER:	Mark B. Mizrahi
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SIGNATURE:	/mark b mizrahi/
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DATE SIGNED:	05/14/2014
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Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of April 28, 2014 (this "Assignment"), is made and entered into by and between GGW Brands, LLC, GGW Direct, LLC, GGW Events, LLC, GGW Magazine, LLC, and GGW Marketing, LLC (collectively, "Sellers"), on the one hand, and GGW Acquisition LLC, a Delaware limited liability company ("Buyer"), on the other hand. Sellers and Buyer are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, R. Todd Neilson ("Neilson") was appointed and is acting as the Chapter 11 Trustee for the bankruptcy estates of GGW Brands, LLC, GGW Direct, LLC, GGW Events, LLC, GGW Magazine, LLC, in the jointly administered bankruptcy cases captioned *In re GGW Brands, LLC et al.*, Case No. 2:13-BK-15130-SK and is the authorized representative for GGW Marketing, LLC, which is also a debtor in the jointly administered bankruptcy cases captioned *In re GGW Brands, LLC et al.*, Case No. 2:13-BK-15130-SK;

WHEREAS, in his capacities as trustee and authorized representative, described immediately above, Neilson acquired all right, title, and interest to the trademarks listed in Schedule 1 attached hereto from Path Media Holdings, LLC on behalf of Sellers;

WHEREAS, the Parties entered into that certain Asset Purchase Agreement, dated as of February 10, 2014 (the "Asset Purchase Agreement"); and

WHEREAS, Sellers are the owners of the **right**, title and interest in and to the Intellectual Property, including, without limitation, all domain names and trademarks listed on Schedule 2 attached hereto.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment and Assumption. Each Seller hereby sells, conveys, assigns, transfers, and delivers to Buyer, and Buyer hereby accepts the sale, conveyance, assignment, transfer, and delivery of, each Seller's entire right, title and interest in and to the Intellectual Property (including without limitation the Intellectual Property listed on Schedule 2 attached hereto), together with the goodwill of the business symbolized thereby, or portion thereof, to which each mark/domain pertains, and together with all claims for damages by reason of past infringement thereof or act of unfair competition relating thereto, with the right to sue for damages, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and legal representatives..

2. Effectiveness. This Assignment shall be effective as of the Closing.

3. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Assignment is in accordance with and is subject to all of the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede,

enlarge on, modify or amend any of the obligations, agreements, covenants or warranties of any Seller or Buyer contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

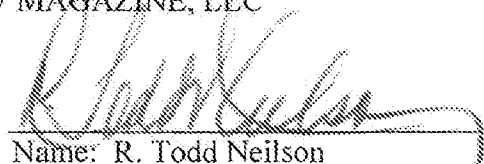
7. Entire Agreement. This Assignment (together with the Asset Purchase Agreement) constitutes the entire agreement and understanding of Buyer and Sellers with respect to the matters contemplated by this Assignment and supersedes any previous agreement between Buyer and Sellers in relation to such matters.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its respective officers thereunto duly authorized, as of the date first written above.

SELLERS:

GGW BRANDS, LLC
GGW DIRECT, LLC
GGW EVENTS, LLC
GGW MAGAZINE, LLC



Name: R. Todd Neilson
Title: Chapter 11 Trustee

GGW MARKETING, LLC



Name: R. Todd Neilson
Title: Authorized Representative

BUYER

GGW ACQUISITION, LLC

By: 

Name:

Tristan Leach

Title:

Secretary

SCHEDULE 1

REGISTERED INTELLECTUAL PROPERTY

1. Trademarks:

<u>Name of Trademark</u>	<u>Application Number</u>
Gone Wild	77208674
Banned From Television	75939899
Banned From Television	77217774
Girls Gone Wild	77382679
Girls Gone Mobile	77166100
Girls Gone Wild	76517377
Girls Gone Wild	75640463
Girls Gone Wild	77382449
Gone Wild	77208666
Gone Wild	77384465
Guys Gone Wild	76427548
Mantra	76306922
Girls Gone Wild	77208650

<u>Foreign Marks: Name of Trademark</u>	<u>Application Number</u>
Guys Gone Wild	Canada – TMA714356
Banned From Television	Canada – TMA691868
Girls Gone Wild	New Zealand – 771100
Guys Gone Wild	New Zealand – 771099
Girls Gone Wild	New Zealand – 761689
Girls Gone Wild	New Zealand – 762684
Girls Gone Wild	France – 03 3 232 492

2. Domains and URLs

bannedfromtv.com
 BESTBREASTSEVER.COM
 EXGFCLUB.COM
 EXXXGF.COM
 freeggw.com
 freegirlsgonewildvideos.com
 getgirlsgonewild.com
 ggwapparel.com
 GGWBLOGS.COM
 ggwbrands.com
 GGWBRANDS.NET

GGWBUS.COM
GGWCAMS.COM
ggwcash.com
GGWDATING.COM
GGWENT.COM
GGWEVENTS.COM
GGWGIRL.COM
GGWGIRLS.COM
GGWISLAND.COM
GGWLIVE.COM
ggwmag.com
ggwmagazine.com
ggw-online.com
GGWTUBE.COM
ggw-video.com
GIRLS-GONE-MOBILE.COM
GIRLSGONEMOBILE.ORG
GIRLSGONEMOBILEWEB.COM
GIRLSGONEMOBILEWEB.NET
girlsgonewild.com
girlsgonewild.net
girlsgonewild.tv
GIRLSGONEWILD.US
girlsgonewildbars.com
GIRLSGONEWILDCAMS.COM
girlsgonewildcash.com
GIRLSGONEWILDDATING.COM
GIRLSGONEWILDDVDS.COM
GIRLSGONEWILDGOSSIP.COM
GIRLSGONEWILDIMAGES.COM
GIRLSGONEWILDISLAND.COM
GIRLSGONEWILDLIVE.COM
girlsgonewildmag.com
girlsgonewildmagazine.com
GIRLSGONEWILDNEWS.COM
GIRLSGONEWILDROCKS.COM
GIRLSGONEWILDSHOOTS.COM
GIRLSGONEWILDSTREAM.COM
GIRLSGONEWILDWEB.COM
GUYSGONEWILDCAMS.COM
guysgonewildcash.com
GUYSGONEWILDDATING.COM
guysgw-online.com
HELPER8.INFO

HOTTESTMOMENTSEVER.COM
MARDIGRASINVASION.NET
MYEXGFCLUB.COM
ONLINESUPPORT1.INFO
SEXIESTMOMENTSEVER.COM
SEXSTARVEDCOLLEGEGIRLS.NET
SITESERVICE1.COM
SPRINGBREAKEXPLOSION.COM
THEGGWBUS.COM
THEGIRLSGONEWILDBLOG.COM
WEDDINGSUBMISSIONVIDEO.COM
WILDESTSEXEVER.COM
WILDHD.COM
WILSHIREHR.COM

Schedule 2

I. Trademarks

Trademark	Serial/Reg No.	Country
GONE WILD	SN 77384465 Filed 1/30/2008	USA
GIRLS GONE WILD	SN 77382449 Filed 1/28/2008	USA
GIRLS GONE WILD	SN 77382679 Filed 1/28/2008	USA
BANNED FROM TELEVISION	RN 3465923 Issued 7/15/2008	USA
GONE WILD	SN 77208674 Filed 6/18/2007	USA
GIRLS GONE WILD	RN 4010741 Issued 8/16/2011	USA
GONE WILD	RN 4317321 Issued 4/9/2013	USA
GIRLS GONE MOBILE	RN 3715730 Issued 11/24/2009	USA
GIRLS GONE WILD	RN 2894611 Issued 10/19/2004	USA
GUYS GONE WILD	RN 2936637 Issued 3/29/2005	USA
MANTRA	RN 2561822 Issued 4/16/2002	USA
BANNED FROM TELEVISION	RN 2420336 Issued 1/9/2001	USA
GIRLS GONE WILD	RN 2411851 Issued 12/12/2000	USA
BANNED FROM TELEVISION Thomson CompuMark Trademark: BANNED FROM TELEVISION	RN TMA691868 Issued 7/12/2007	CANADA
GUYS GONE WILD Thomson CompuMark Trademark: GUYS GONE WILD	RN TMA714356 Issued 5/14/2008	CANADA
GIRLS GONE WILD	RN 03 3232492 Application Date 6/23/03	FRANCE
GIRLS GONE WILD	RN 30331304 Issued 10/17/2003	GERMANY
GIRLS GONE WILD	RN 30171196 Issued 9/16/2003	GERMANY
GIRLS GONE WILD	RN 2335756	U.K.

	<i>Issued 11/21/2003</i>	
GIRLS GONE WILD	<i>RN 2288262</i> <i>Issued 6/21/2002</i>	U.K.
GIRLS GONE WILD	<i>RN 4651589</i> <i>Issued 3/7/2003</i>	JAPAN
GUYS GONE WILD	<i>RN 771099</i> <i>Issued 1/8/2011</i>	NEW ZEALAND
GIRLS GONE WILD	<i>RN 771100</i> <i>Issued 1/8/2011</i>	NEW ZEALAND
GIRLS GONE WILD	<i>RN 765074</i> <i>Issued 2/8/2008</i>	NEW ZEALAND
GIRLS GONE WILD	<i>RN 762824</i> <i>Issued 8/12/2010</i>	NEW ZEALAND
GIRLS GONE WILD	<i>RN 761689</i> <i>Issued 8/12/2010</i>	NEW ZEALAND

II. Domain Names

bannedfromtv.com
 BESTBREASTSEVER.COM
 EXGFCLUB.COM
 EXXXGF.COM
 freeggw.com
 freegirlsgonewildvideos.com
 getgirlsgonewild.com
 ggwapparel.com
 GGWBLOGS.COM
 ggwbrands.com
 GGWBRANDS.NET
 GGWBUS.COM
 GGWCAMS.COM
 ggwcash.com
 GGWDATING.COM
 GGWENT.COM
 GGWEVENTS.COM
 GGWGIRL.COM
 GGWGIRLS.COM
 GGWISLAND.COM
 GGWLIVE.COM
 ggwmag.com
 ggwmagazine.com
 ggw-online.com
 GGWTUBE.COM

ggw-video.com
GIRLS-GONE-MOBILE.COM
GIRLSGONEMOBILE.ORG
GIRLSGONEMOBILEWEB.COM
GIRLSGONEMOBILEWEB.NET
girlsgonewild.com
girlsgonewild.net
girlsgonewild.tv
GIRLSGONEWILD.US
girlsgonewildbars.com
GIRLSGONEWILDCAMS.COM
girlsgonewildcash.com
GIRLSGONEWILDDATING.COM
GIRLSGONEWILDDVDS.COM
GIRLSGONEWILDGOSSIP.COM
GIRLSGONEWILDIMAGES.COM
GIRLSGONEWILDISLAND.COM
GIRLSGONEWILDLIVE.COM
girlsgonewildmag.com
girlsgonewildmagazine.com
GIRLSGONEWILDNEWS.COM
GIRLSGONEWILDROCKS.COM
GIRLSGONEWILDSHOOTS.COM
GIRLSGONEWILDSTREAM.COM
GIRLSGONEWILDWEB.COM
GUYSGONEWILDCAMS.COM
guysgonewildcash.com
GUYSGONEWILDDATING.COM
guysgw-online.com
HELPER8.INFO
HOTTESTMOMENTSEVER.COM
MARDIGRASINVASION.NET
MYEXGFCLUB.COM
ONLINESUPPORT1.INFO
SEXIESTMOMENTSEVER.COM
SEXSTARVEDCOLLEGEGIRLS.NET
SITESERVICE1.COM
SPRINGBREAKEXPLOSION.COM
THEGGWBUS.COM
THEGIRLSGONEWILDBLOG.COM
WEDDINGSUBMISSIONVIDEO.COM
WILDESTSEXEVER.COM
WILDHD.COM
WILSHIREHR.COM

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TRADEMARK
REEL: 005279 FRAME: 0892

ACKNOWLEDGMENT

The undersigned, the duly appointed chapter 11 trustee (the "Trustee") of the bankruptcy estates of GGW Brands, LLC, a Delaware limited liability company, GGW Direct, LLC, a Delaware limited liability company, GGW Events, LLC, a Delaware limited liability company, and GGW Magazine, LLC, a Delaware limited liability company in the jointly administered bankruptcy cases captioned *In re GGW Brands, LLC, et al.*, Case No. 2:13-bk-15130-SK (the "Cases") and the authorized representative for GGW Marketing, LLC, which is also a debtor in the Cases (collectively, the "Debtors"), hereby acknowledges that:

1. On June 6, 2013, the Trustee entered into a stipulation (the "Stipulation") with Argyle Online, LLC, Argyle Media Sales, LLC, Fab Films, LLC and Path Media Holdings, LLC (collectively, "Licensors"), whereby the Licensors granted to the Trustee, in his capacity as trustee and authorized representative of the Debtors, for the period commencing June 1, 2013 through and ending October 31, 2013 (the "License Period") the exclusive right to use the trademarks, copyrights, URLs, and other intellectual property arising out of, related to or associated with Girls Gone Wild, Guys Gone Wild, or GGW Magazine, including but not limited to the intellectual property arising out of, related to, or associated with the trademarks set forth on Exhibit A (the "Licensed Intellectual Property"), worldwide in any manner and for any purpose (the "License"). See Stipulation, *Argyle v. Neilson*, Adv. Proc. No. 2:13-ap-01552-SK (Bankr. C.D. Cal. 2013), Docket No. 38, at ¶ 1(a). Said Stipulation was recorded, on or about June 18, 2013, with the United States Patent and Trademark Office ("USPTO") in connection with the each of the USPTO trademark applications and registrations identified in Exhibit A, at REEL: 005051, FRAMES: 0159-0187.

2. On June 7, 2013, the Bankruptcy Court for the Central District of California entered an order (the "Order") approving the Stipulation. Among other things, the Order stated that "[f]or the period commencing June 1, 2013 through and ending October 31, 2013 (the "License Period"), the Debtors shall have the exclusive right to use" the Licensed Intellectual Property. See Order, *Argyle v. Neilson*, Adv. Proc. No. 2:13-ap-01552-SK (Bankr. C.D. Cal. 2013), Docket No. 40, at ¶ 2(a). Said Order was recorded, on or about June 18, 2013, with the USPTO in connection with the each of the USPTO trademark applications and registrations identified in Exhibit A, below, at REEL: 005051, FRAMES: 0188-0195.

3. As indicated in both the Stipulation and the Order, the License Period for the License commenced on June 1, 2013, and ended on October 31, 2013. See Stipulation at ¶ 1(a); Order at ¶ 2(a). The License expired according to its terms on October 31, 2013, and is of no further force and effect.

April 28, 2014

R. TODD NEILSON



Chapter 11 Trustee of GGW Brands, LLC, GGW Direct, LLC, GGW Events, LLC, and GGW Magazine, LLC

EXHIBIT A

<u>Trademark</u>	<u>Serial/Application Number</u>
Gone Wild	77208674
Banned from Television	75939899
Banned from Television	77217774
Girls Gone Wild	77382679
Girls Gone Mobile	77166100
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Girls Gone Wild	77382449
Gone Wild	77208666
Gone Wild	77384465
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