

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308758

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	01/15/2014

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Metal Mammoth Inc.		01/20/2014	CORPORATION: MASSACHUSETTS

## RECEIVING PARTY DATA

<b>Name:</b>	Heavy Metal Media, LLC
<b>Street Address:</b>	113 University Place, 11th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1453188	HEAVY METAL
Registration Number:	1913445	HEAVY METAL
Registration Number:	2257400	HEAVY METAL
Registration Number:	2382320	HEAVY METAL
Registration Number:	2382319	HEAVY METAL
Registration Number:	2482477	HEAVY METAL
Registration Number:	2648320	HEAVY METAL
Registration Number:	2650960	HEAVY METAL
Registration Number:	3610303	HEAVY METAL
Registration Number:	2480551	HEAVYMETAL.COM
Registration Number:	2619253	HEAVY METAL

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 646-650-2207

Email: g@adelmanmatz.com

Correspondent Name: Gary Adelman

Address Line 1: 1173A Second Avenue, Suite 153

TRADEMARK

**Address Line 4:** New York, NEW YORK 10065

**ATTORNEY DOCKET NUMBER:** HEAVY METAL

**NAME OF SUBMITTER:** Gary Adelman

**SIGNATURE:** /Gary Adelman/

**DATE SIGNED:** 06/26/2014

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is dated as of 1-15-14 ("Effective Date") by and between Metal Mammoth Inc., a Massachusetts corporation ("Assignor") and Heavy Metal Media, LLC., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks identified on Schedule A attached hereto (the "Marks"), and is the owner of the registration applications and registrations of such Marks in the United States Patent and Trademark Office and other trademark offices around the world ("Mark Interests"); and

WHEREAS, pursuant to the Asset Purchase Agreement of even date herewith by and between Assignor and Assignee ("Agreement"), Assignor agreed to transfer and assign its interests in the Marks and the Mark Interests to Assignee for Assignee's exclusive use thereof in connection with the other assets being transferred to Assignee from Assignor under said Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Assignor and Assignee agree as follows:

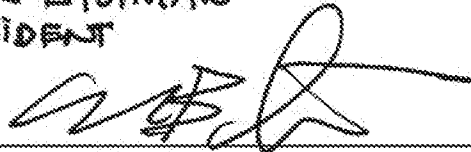
1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all rights, title and interests in and to the Marks and the Mark Interests, together with (i) the applications for registration and registrations of the Marks, (ii) all worldwide and common law rights that Assignor may have in the Marks, (iii) the right to prosecute such applications or any new applications for the Marks and enjoy the benefits of any registrations resulting therefrom worldwide, (iv) the goodwill of the business symbolized by and associated with the Marks and the Mark Interests, and pursuant to Section 10 of the Trademark Act, 15 U.S.C. §1060, such assignment includes the portion of the business of Assignor to which the Marks and the Mark Interests pertain, which business is ongoing and existing, and (v) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the Mark Interests or such associated goodwill. Assignor hereby requests that all appropriate trademark offices issue registrations in the name of Assignee.
2. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Assignment, which may be reasonably

required in order to better secure to Assignee the use and benefit of any and all of the Marks and Mark Interests, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.

3. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or Mark Interests or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this assignment, as an instrument under seal, as of the 28th day of February.

ASSIGNOR: METAL MAMMOTH INC.  
BY: KEVIN EASTMAN  
TITLE: PRESIDENT

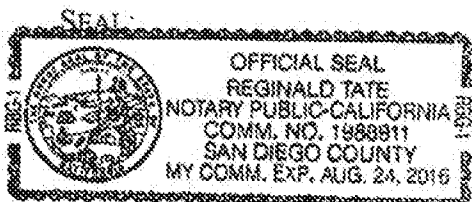


Signature

STATE OF California )  
COUNTY OF SAN DIEGO ) ss.

On this 20 day of Jan 2014, before me, Rebecca Tate, Notary Public, personally appeared Kevin Eastman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal, this 20 day of January 2014.



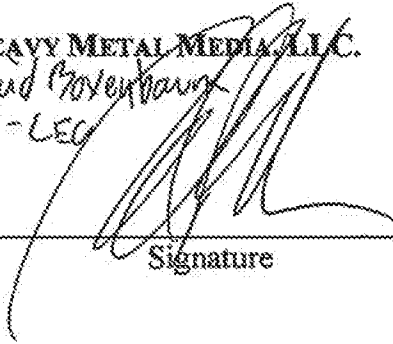
Rebecca Tate  
NOTARY PUBLIC

NAME: Rebecca Tate

COMMISSION EXPIRES: \_\_\_\_\_

The foregoing Assignment is hereby accepted as of the 31<sup>st</sup> day of January 2014

ASSIGNEE: HEAVY METAL MEDIA, LLC.  
BY: David Grover  
TITLE: CO-LEG

  
\_\_\_\_\_  
Signature

Schedule A

TRADEMARK REGISTRATIONS/APPLICATIONS

Trademark	Classes	Reg. No.	Reg. Date	App. No.	Filing Date

SCHEDULE 1

ACQUIRED ASSETS





Intangible Property:

1. Trademarks and other company logos and Names

HEAVY METAL (STYLIZED) (Australia Registration No. 792093)

HEAVY METAL (Canada Registration No. 510071)

HEAVY METAL (STYLIZED) (Canada Registration No. TM267171)

HEAVY METAL (European Community Registration No. 143313)

HEAVY METAL (STYLIZED) (Japan Registration No. 4418547)

HEAVY METAL (US Registration No. 1453188)

HEAVY METAL (STYLIZED) (US Registration No. 1913445)

HEAVY METAL (US Registration No. 2257400)

HEAVY METAL (STYLIZED) (US Registration No. 2382319)

HEAVY METAL (STYLIZED) (US Registration No. 2382320)



HEAVY METAL (STYLIZED) (US Registration No. 2482477)  
HEAVY METAL (US Registration No. 2,619,253)  
HEAVY METAL (STYLIZED) (US Registration No. 2648320)  
HEAVY METAL (STYLIZED) (US Trademark Registration No. 2650960)  
HEAVY METAL (US Registration No. 3610303)  
HEAVYMETAL.COM (US Registration No. 2480551)

