

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312402

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GameTrailers Corp. | | 06/09/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Defy Media, LLC | | |
| Street Address: | 498 Seventh Ave, 19th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3365681 | GAMETRAILERS.COM | |
| Registration Number: | 3162577 | GTTV | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2028037953 | | |
| <i>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.</i> | | | |
| Phone: | 202-888-7786 | | |
| Email: | staceyWatson@markerylaw.com | | |
| Correspondent Name: | Stacey Watson, Markery Law, LLC | | |
| Address Line 1: | P.O. Box 84150 | | |
| Address Line 4: | Gaithersburg, MARYLAND 20883-4150 | | |
| NAME OF SUBMITTER: | Stacey J. Watson | | |
| SIGNATURE: | /Stacey J. Watson/ | | |
| DATE SIGNED: | 07/30/2014 | | |
| Total Attachments: 5 | | | |
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OP \$65.00 3365681

TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of June 9, 2014 (this “**Assignment**”), is made by GameTrailers Corp., a Delaware corporation (“**GameTrailers**”) in favor of Defy Media, LLC, a Delaware limited liability company (the “**Contributtee**”). Capitalized terms used but not defined herein have the meanings assigned to them in the Asset Contribution Agreement dated as of the date of this Assignment (the “**Contribution Agreement**”) among GameTrailers, the Contributtee, Atom Entertainment, Inc., a Delaware corporation and, solely with respect to Section 1.4(a), Section 1.6(c), Articles IV, VI, VII and VIII of the Contribution Agreement, Viacom International Inc., a Delaware corporation.

Pursuant to the Contribution Agreement, GameTrailers has, among other things, agreed to grant all of its right, title and interest in and to the trademarks listed in the first column on Schedule 1 attached hereto (the “**Trademarks**”) to the Contributtee.

The parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Contribution Agreement and filing this Assignment with the United States Patent and Trademark Office, and any other applicable trademark offices outside of the United States, as may be necessary to effectuate the assignment and transfer of the Trademarks to Buyer.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GameTrailers hereby agrees as follows:

1. GameTrailers hereby contributes, conveys, transfers, assigns and delivers to the Contributtee all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks, (d) all rights to proceeds, including, without limitation, damages, claims, income, payments and royalties, whether presently existing or hereafter arising, arising out of or related to the Trademarks, (e) all claims, demands and causes of action (in law or in equity) for past, present and future damages arising out of or relating to infringement of the Trademarks, and (f) all rights to sue, counterclaim, and recover for past, present, and future infringement arising out of or relating to the Trademarks.

2. GameTrailers authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Contributtee as the assignee and owner of any and all of GameTrailers’ rights in the Trademarks.

3. GameTrailers hereby acknowledges and agrees that from and after the date hereof, the Contributtee shall be the exclusive owner of the Trademarks.

4. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of New York.

5. This Assignment is subject in all respects to the terms and conditions of the Contribution Agreement. Nothing contained in this Assignment shall be deemed to supersede,

supplement or otherwise modify any of the representations, warranties, covenants or other agreements contained in the Contribution Agreement. Notwithstanding anything herein to the contrary, to the extent any provision of this Assignment is inconsistent with the Contribution Agreement, the provisions of the Contribution Agreement shall prevail.

[The next page is the signature page]

IN WITNESS WHEREOF, GameTrailers Corp. has caused this Trademark Assignment to be duly authorized and executed as of the date hereof.

GAMETRAILERS CORP

By: Christa A. D'Alimonte
Name: Christa A. D'Alimonte
Title: Authorized Signatory

STATE OF New York)
) :ss.:
COUNTY OF New York)

On this 5th day of June, 2014 before me personally came Christa A. D'Alimonte, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [s/he] is a representative of GameTrailers Corp.; [s/he] signed the instrument in the name of GameTrailers Corp.; and [s/he] had the authority to sign the instrument on behalf of GameTrailers Corp.

[Signature]
Notary Public

REC'D
Notary Public, State of New York
No. 01933984-000
Qualified in Nassau County
Commission Expires 07/16/2015
June
Certificate filed in New York County

Acknowledged:

DEFY MEDIA, I.L.C.

By: *Gina DiGioia*

Name: Gina DiGioia

Title: Secretary

STATE OF New York)
:ss.:
COUNTY OF New York

On this June day of June, 2014 before me personally came Gina DiGioia to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [s/he] is a representative of Defy Media, LLC; [s/he] signed the instrument in the name of Defy Media, LLC; and [s/he] had the authority to sign the instrument on behalf of Defy Media, LLC.

Joseph Mignone
Notary Public

JOSEPH MIGNONE
Notary Public, State of New York
No. 01M16086578
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires Nov. 10, 2015

[Signature Page – GameTrailers Trademark Assignment]

SCHEDULE 1

| Mark Name | Country | Status | Class Number | Registration No. |
|------------------|---------------|------------|------------------------|------------------|
| GAMETRAILERS.COM | United States | Registered | 35 / | 3365681 |
| GTTV | United States | Registered | 41 / | 3162577 |
| GAMETRAILERS | Switzerland | Registered | 38 // 09 // 28 // 41 / | 579071 |
| GAMETRAILERS.COM | Canada | Registered | 35 / | TMA789526 |
| GAMETRAILERS | Austria | Registered | 9 // 38 // 41 // 42 / | 246192 |