

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atom Entertainment, Inc.		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: 3			
Property Type	Number	Word Mark	
Registration Number:	2603706	SHOCKWAVE	
Registration Number:	3219212	SHOCKWAVE	
Registration Number:	3258352	REDLINE RUMBLE	
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: 6			
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TRADEMARK			

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TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of June 9, 2014 (this “**Assignment**”), is made by Atom Entertainment, Inc., a Delaware corporation (“**Atom**”) 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 Atom, the Contributtee, GameTrailers Corp., 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, Atom 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, Atom hereby agrees as follows:

1. Atom 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. Atom 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 Atom’s rights in the Trademarks.

3. Atom 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, Atom Entertainment, Inc. has caused this Trademark Assignment to be duly authorized and executed as of the date hereof.

ATOM ENTERTAINMENT, INC.

By: Christa A. D'Almonite

Name: Christa A. D'Almonite

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'Almonite, 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 Atom Entertainment, Inc.; [s/he] signed the instrument in the name of Atom Entertainment, Inc.; and [s/he] had the authority to sign the instrument on behalf of Atom Entertainment, Inc..

[Signature]

Notary Public

7 15
Cert. Filed in New York County

Acknowledged:

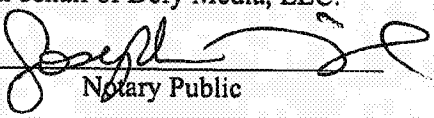
DEFY MEDIA, LLC

By: 

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.


Notary Public

JOSEPH MIGNONE
Notary Public, State of New York
No. 01MR0008578
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires Nov. 10, 2015

SCHEDULE 1

Mark Name	Country	Status	Class Number	Registration No.
REDLINE RUMBLE	Community Trademark	Registered	41 /	5551536
INKLINK	Community Trademark	Registered	9 // 41 /	1963149
PHOTOJAM	Community Trademark	Registered	9 // 41 /	1962679
SHOCKWAVE	Community Trademark	Registered	35 // 38 // 41 // 42 /	5616875
ADDICTING GAMES	Community Trademark	Registered	41 /	4742607
SHOCKWAVE	United States	Registered	41 /	3219212
REDLINE RUMBLE	United States	Registered	41 /	3258352

Mark Name	Country	Status	Class Number	Registration No.
ADDICTING GAMES	United States	Registered	41 /	3326790
SHOCKWAVE	United States	Registered	42 /	2648129
DJ FU WAX ATTACK	United States	Registered	41 /	2747952
SHOCKWAVE	United States	Registered	38 /	2603706
ADDICTING GAMES	India	Registered	41 /	735118
ADDICTING GAMES	Canada	Registered	41 // 42 /	TMA743193
REDLINE RUMBLE	Canada	Registered	41 /	TMA 721150
ADDICTING GAMES	Australia	Registered	41 /	1085982