

Re Study TRADEMARK ASSIGNMENT COVER SHEET

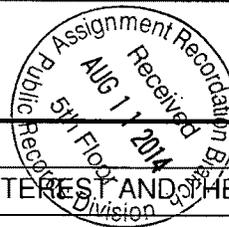
08/11/2014

Electronic Version v1.1
 Stylesheet Version v1.2



103668534

ETAS ID: TM310769



MRD 7/15/14 9002-95796

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND OF THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jenna Mourey		06/17/2014	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Marbles Madness, LLC
Street Address:	16030 Ventura Blvd.
Internal Address:	Suite 240
City:	Encino
State/Country:	CALIFORNIA
Postal Code:	91436
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85938716	ANGEL MOUSE

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: (310) 279-5190
 Email: tom@trubinlaw.com
 Correspondent Name: Thomas S. Rubin
 Address Line 1: 433 N. Camden Drive
 Address Line 2: Suite 600
 Address Line 4: Beverly Hills, CALIFORNIA 90210

NAME OF SUBMITTER: Thomas S. Rubin

SIGNATURE: /thomassrubin/

DATE SIGNED: 07/15/2014

Total Attachments: 2

source=Marbles Madness - Assignment of Rights - Signed#page1.tif
 source=Marbles Madness - Assignment of Rights - Signed#page2.tif

OP \$40.00 85938716

ASSIGNMENT OF RIGHTS

This Assignment of Rights (this "Agreement") is made as of June 17, 2014 between Jenna Mourey ("Mourey") and Marbles Madness, LLC, a California limited liability company ("Company").

For the sum of One Dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Rights. Mourey hereby grants, conveys, transfers and assigns to Company, exclusively, throughout the universe in perpetuity, all of Mourey's rights in and to (i) any and all copyrights, trademarks (and all associated goodwill), patents, trade secrets and Creative Work Product (as such term is hereinafter defined) now owned in whole or in part by Mourey (collectively, "Existing IP") and (ii) any and all copyrights, trademarks (and all associated goodwill), patents and trade secrets in and to materials created in whole or in part by Mourey, and any and all Creative Work Product created in whole or in part by Mourey, from the date hereof through the Notice Date (as defined below) (collectively, "Future IP"). Without limiting the foregoing, the pseudonym and mark "Jenna Marbles" shall be deemed Existing IP. The term "Creative Work Product" shall mean any and all creative works and all rights therein, including, without limitation, videos (and all content therein), audio recordings (and all content therein), books, scripts, screenplays, treatments, songs, music, speeches, interviews, games, characters, plots, storylines, gags, dialogue, compositions, drawings, graphics, logos and catchphrases. The term "IP" shall mean, collectively, all Existing IP and Future IP. The IP shall not be a work-made-for-hire for Company, and, as between the parties, Mourey shall remain the author thereof (and Company shall be the Owner thereof) for purposes of copyright law. Without limiting the foregoing, Company shall have the right, but not the obligation, to register the IP (including, without limitation, with any and all copyright, trademark or patent offices) in Company's name, subject to the terms hereof. The rights granted to Mourey under this Paragraph 1 shall be referred to collectively herein as the "Rights". The term "Notice Date" shall mean the date, if any, on which Mourey gives Company written notice that Future IP is no longer to be granted to Company (at which point, all Future IP from the Notice Date forward shall be solely owned, as between the parties, by Mourey). Notwithstanding anything to the contrary herein, no rights in any physical or tangible property of any kind are granted by Mourey to Company.

2. Assumption of Obligations. Company hereby assumes all obligations of Mourey in connection with the IP. Notwithstanding the foregoing, Company shall have no obligation to register any of the IP.

3. Termination as to Certain Future IP. Mourey shall have the right to terminate Company's rights with respect to any specific Future IP at any time by written notice to Company. Upon Company's receipt of such notice, such specific Future IP shall be exempted from this Agreement, and Company shall have no rights therein.

4. License.

(a) Company hereby licenses to each of Mourey and J Marbles, Inc. ("JMI"), separately, on a non-exclusive basis, in perpetuity, the right (including, without limitation, in conjunction with third parties) to develop, modify, add to and subtract from the IP and to creative derivative works of any kind or nature based on the IP (provided that all such modified IP and derivative works shall be deemed IP to the extent not owned by third parties.

(b) It is confirmed that the license of rights to JMI pursuant to Paragraph 2(a) of the agreement dated as of October 1, 2011 between Mourey and JMI (the "Mourey-JMI Agreement") shall continue in full force and effect, with Company being the assignee of Mourey's rights in the IP under the Mourey-JMI Agreement. Without limiting the foregoing, Mourey hereby grants to Company the right to revoke JMI's rights with respect to the IP pursuant to Paragraph 2(b) of the Mourey-JMI Agreement. To the extent that

any rights in the IP ever revert to Mourey, Mourey shall be deemed the assignee of such rights for purposes of the Mourey-JMI Agreement.

5. Assignment. All rights granted to Company hereunder shall be freely assignable, in whole or in part, by Company or Company's assignees. All rights granted to Mourey hereunder shall be freely assignable, in whole or in part, by Mourey or Mourey's assignees. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Bankruptcy, Etc. To the fullest extent permitted by law, this Agreement shall terminate, without notice (i) upon the institution by or against Company of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Company's debts, (ii) upon the institution against Company of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Company's debts which proceedings are not dismissed within thirty (30) days after institution, (iii) upon Company making an assignment for the benefit of creditors, or (iv) upon Company's dissolution.

7. Notices. Written notices to either party hereunder may be given via email and need not require a signature.

8. Severability: In the event that one or more of the provisions contained in this Agreement shall, for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and the provision or provisions of this Agreement affected shall be curtailed, limited or eliminated to the minimum extent necessary, and as so modified, this Agreement shall continue in full force and effect.

9. Interpretation. Headings used throughout this Agreement are for reference purposes only and such headings and terms shall not be held to explain or aid in the interpretation, construction or meaning of this Agreement's provisions. When used in this Agreement, "including" shall be deemed to mean "including but not limited to". Whenever the word "or" is used in this Agreement, it is intended to have the same meaning as "and/or" (even if the term "and/or" is also used in this Agreement), so that the sentence, phrase or other part in which the word "or" appears be considered in both the conjunctive and disjunctive sense, unless the context could only mean that the disjunctive was intended.

10. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California.

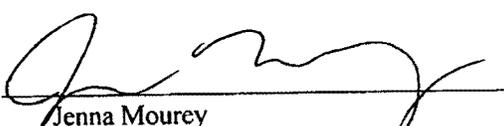
11. Amendment. This Agreement may not be modified or amended except by a written instrument executed by the parties hereto.

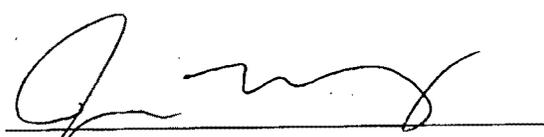
IN WITNESS WHEREOF, the undersigned have executed this document as of the date first written above.

"Company"

"Mourey"

MARBLES MADNESS, LLC
a California limited liability company

By: 
Jenna Mourey
Its: Member and President


Jenna Mourey