

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318724

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SGN Games, Inc.		07/23/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RockYou, Inc.		
<b>Street Address:</b>	208 Utah Street, Suite 300		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94103		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85905167	BINGO BLINGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153920827		
<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>			
<b>Phone:</b>	415-392-1960		
<b>Email:</b>	trademarkgroup@sideman.com		
<b>Correspondent Name:</b>	Kelly Phair McCarthy		
<b>Address Line 1:</b>	One Embarcadero Center, 22nd Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	7151-1		
<b>NAME OF SUBMITTER:</b>	Barbara Bruntlett		
<b>SIGNATURE:</b>	/Barbara Bruntlett/		
<b>DATE SIGNED:</b>	10/01/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark and Copyright Assignment Agreement ("Agreement"), is entered into as of July 23, 2014 by and between SGN Games, Inc., a Delaware corporation ("Seller"), and RockYou, Inc., a Delaware corporation ("Purchaser").

### RECITALS

A. Seller and Purchaser have concurrently herewith consummated the purchase by Purchaser of certain assets of Seller (the "Purchased Assets") pursuant to the terms of that certain Asset Purchase Agreement of even date herewith, by and between Purchaser and Seller (the "Purchase Agreement").

B. The Asset include, without limitation, the trademarks and copyrights set forth on Attachment A attached hereto (the "Registered IP").

### AGREEMENT

NOW, THEREFORE, for and in consideration of the sale of the Purchased Assets and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, and in accordance with the terms and conditions set forth in the Purchase Agreement, Seller and Purchaser agree as follows:

1. Assignment. Seller, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to Purchaser all of Seller's existing right, title and interest in and to (i) the Registered IP, (ii) the business to which the Registered IP pertains, (iii) all of Seller's foreign and common law rights to the term "Bingo Blingo," if any, and (iv) all goodwill associated with such term and the Registered IP. The parties agree to execute any documents in any jurisdiction as may be required to accomplish the transfer and assignment of all right, title, interest and goodwill that Seller has on the Registered IP or the term "Bingo Blingo" to Purchaser.

2. Registered IP Ownership; Prosecution of Infringements; Cooperation. Seller acknowledges that as between Seller and Purchaser, Purchaser is the sole and exclusive owner of, and has the sole and exclusive right to use, register and enforce the Registered IP and the term "Bingo Blingo" as they are currently used by Seller. Each party shall reasonably cooperate with the other party, as is reasonably necessary in any investigation, action or proceeding against a trademark infringement, opposition, cancellation or other action involving the Registered IP.

3. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

4. Governing Law. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to any choice of law or conflicts of laws principles of such state; provided,

however, that any aspects of this Agreement that are the subject matter of the United States Lanham Act shall be governed by the federal laws of the United States.

5. Attorneys' Fees. In any action brought to resolve a dispute or claim arising under or related to this Agreement, the prevailing party shall be entitled to recover its costs, including attorneys' fees actually incurred.

6. Entire Agreement. This Agreement and the Purchase Agreement contain the entire and only agreement between the parties and supersede all previous and contemporaneous oral and written agreements, discussions, communications, negotiations, commitments and writings with respect to the subject matter hereof. The terms and conditions of this Agreement may be altered, modified, changed or amended only by a paper writing executed by duly authorized representatives of the parties.

7. Waiver of Rights. The observance of any term of this Agreement may be waived only by a paper writing executed by a duly authorized representative of the party to be bound. Waiver of any provision of this Agreement, or the failure by either party to enforce any provision of this Agreement, will not be deemed a waiver of future enforcement of that or any other provision.

8. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect to the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, this Trademark and Copyright Assignment Agreement is executed as of the date first written above.

**PURCHASER:**

RockYou, Inc.

By:  \_\_\_\_\_

Name: Lisa Marino

Title: Chief Executive Officer

Address: 208 Utah St., Suite 300  
San Francisco, CA 94103

**SELLER:**

SGN Games, Inc.

By: \_\_\_\_\_

Name: Chris DeWolf

Title: Chief Executive Officer

Address: 9606 S. Santa Monica Blvd.  
2nd Floor  
Beverly Hills, CA 90210

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By: 

Name: Chris DeWolf

Title: Chief Executive Officer

Address: 9606 S. Santa Monica Blvd.  
2nd Floor  
Beverly Hills, CA 90210

**ATTACHMENT A**

**Trademarks**

Serial number: 85905167

Word mark: Bingo Blingo

**Copyrights**

None