

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322590

<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>
Valiant Entertainment, Inc.		10/17/2014	CORPORATION: VIRGIN ISLANDS, BRITISH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valiant Entertainment LLC		
<b>Street Address:</b>	424 West 33rd Street		
<b>Internal Address:</b>	Suite 420		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86118039	ARMOR HUNTERS	
<b>Serial Number:</b>	86395839	ETERNITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-448-1800		
<b>Email:</b>	trademark@rlscf.com		
<b>Correspondent Name:</b>	Nancy Zoubek		
<b>Address Line 1:</b>	235 Park Avenue South		
<b>Address Line 2:</b>	Third Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10003		
<b>ATTORNEY DOCKET NUMBER:</b>	VALIANT		
<b>NAME OF SUBMITTER:</b>	Nancy Zoubek		
<b>SIGNATURE:</b>	/Nancy Zoubek/		
<b>DATE SIGNED:</b>	11/07/2014		
<b>Total Attachments: 4</b>			
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## **TRADEMARK ASSIGNMENT**

This Assignment is made effective as of October 17, 2014 by Valiant Entertainment, Inc., a company organized in the British Virgin Islands, with a business address of Center Road Town, Tortola, British Virgin Islands ("**Assignor**") in favor of Valiant Entertainment LLC, a Delaware limited liability company, with a business address of 424 West 33rd Street, Suite 420, New York, New York 10001, United States of America ("**Assignee**").

**WHEREAS**, Assignor is the owner of the trademarks and registrations thereof, in the United States Patent and Trademark Office as set forth in **Schedule A**, attached hereto, together with the goodwill of the business connected with and symbolized by said trademarks; and

**WHEREAS**, said trademarks, and registrations and applications thereof, are among the assets that Assignor agreed to assign and Assignee desires to acquire, together with the goodwill of the business connected with and symbolized by said trademarks and all other rights, interest and title to all indications of source related to Assignor's business and the portion of the ongoing and existing business to which the trademarks pertain.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:


1. Assignor hereby sells, transfers and assigns to the Assignee, and its successors and assigns, all right, title and interest in and to (a) said trademarks, and registrations and applications thereof, listed on **Schedule A** and any extension or renewal of any such registration or application set forth on **Schedule A** and the ongoing and existing business to which the trademarks pertain; (b) all other indications of origin relating to Assignor's business, including, without limitation, in and to all trademarks, service marks, brand names, trade dress, images and domain names relating to Assignor's business; (c) all goodwill associated with the aforementioned trademarks and indications of source; (d) any unregistered rights in any of the foregoing; (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing; (f) all income, royalties, damages and other payments now and hereafter due or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present and future infringements thereof), and (g) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. Assignor and Assignee agree that this Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

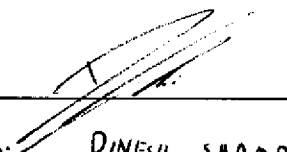
**ASSIGNOR:**

**Valiant Entertainment, Inc.**

By:   
Name: DINESH SHAMPASANI  
Title: CEO

**ASSIGNEE:**

**Valiant Entertainment LLC**

By:   
Name: DINESH SHAMPASANI  
Title: CEO

**SCHEDULE A**

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NY2 - 1285685.1

**TRADEMARK**  
**REEL: 005397 FRAME: 0160**

SCHEDULE A

TRADEMARKS

Mark Name	Country	Reg. No. (APP. No.)
ARMOR HUNTERS	United States	(86/118,039)
ETERNITY	United States	(86/395,839)