

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM327188

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpinMedia Group, Inc.		12/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Relativity Sports Management, LLC		
Street Address:	9242 Beverly Blvd.		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	CORPORATION: DELAWARE Limited Liability Company		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3637282	EGOTASTIC	
Registration Number:	4116591	EGOTASTIC	
CORRESPONDENCE DATA			
Fax Number:	3102283701		
<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:	3102282249		
Email:	pbest@smrh.com		
Correspondent Name:	Paul A. Bost		
Address Line 1:	1901 Ave. of the Stars, Suite 1600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Paul A. Bost		
SIGNATURE:	/Paul A. Bost/		
DATE SIGNED:	12/23/2014		
Total Attachments: 5			
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OP \$65.00 3637282

TRADEMARK AND SERVICE MARK ASSIGNMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT (this "*Assignment*") is made and entered into as of December 16, 2014 by and among SpinMedia Group, Inc., a Delaware corporation (the "*Assignor*") and Relativity Sports Management, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, the Assignor and the Assignee are certain of the parties to that certain Asset Purchase Agreement, dated as of an even date herewith (the "*Purchase Agreement*"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, that are owned by or used for the Website (as defined in the Purchase Agreement), including, without limitation, those trademarks, service marks, and trade names listed in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with (a) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (c) the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

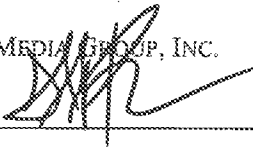
5. Governing Law. This Assignment and any action related thereto will be governed, controlled, interpreted and defined by and under the laws of the State of California, without regard to the conflicts of laws provisions thereof.

[SIGNATURE PAGE NEXT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

SPINMEDIA GROUP, INC.

RELATIVITY SPORTS MANAGEMENT, LLC

By: 

By:

Name: Stephen Blackwell

Name:

Title: Chief Executive Officer

Title:

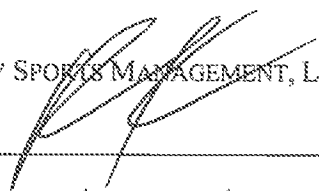
[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year above written.

SPINMEDIA GROUP, INC.

RELATIVITY SPORTS MANAGEMENT, LLC

By: _____

By: _____ 

Name: _____

Name: Ryan Kavanaugh

Title: _____

Title: Authorized Signatory

SCHEDULE A

ASSIGNED TRADEMARKS

U.S. Trademarks

Mark	Country	Registration No. and Date	Status
Egotastic	United States	77188644 5/23/07	Registered
Egotastic	United States	77187404 5/23/07	Registered

Foreign Trademarks

Mark	Country	Registration No. and Date	Status
Egotastic	Canada	1341268 3/28/07	Registered