

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327972

<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>
GG Digital, Inc.		12/17/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IO Acquisition Sub, LLC		
<b>Street Address:</b>	1010 Wayne Avenue, 14th Floor		
<b>City:</b>	Silver Spring		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20910		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4002618	GLOBAL GRIND	
<b>Registration Number:</b>	3911335	GLOBAL GRIND	
<b>Registration Number:</b>	3911336	GLOBAL GRIND	
<b>Registration Number:</b>	3911337	GLOBAL GRIND	
<b>Serial Number:</b>	85692604	GLOBAL GRIND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	36007-37-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		
<b>SIGNATURE:</b>	/rsoneson/		
<b>DATE SIGNED:</b>	01/05/2015		

CH \$140.00 4002618

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of December 17, 2014, is made by GG Digital Inc., a Delaware corporation ("Seller"), in favor of IO Acquisition Sub, LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated of even date herewith (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, The parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) all right, title and interest in and to the domain names set forth in Schedule 4, including the current registration thereof with (the "Domain Names") and any other rights (including, but not limited to, trademark rights in any jurisdiction) Seller may have in the Domain Names, including any goodwill associated therewith;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) 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

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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. A signed copy of this IP 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 IP Assignment.

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

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**GG DIGITAL INC.**

By 

Name: Rich Slomovitz

Title: Chief Financial Officer

**IO ACQUISITION SUB, LLC**

By \_\_\_\_\_

Name:

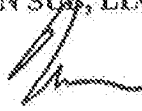
Title:

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

GG DIGITAL INC.

By: \_\_\_\_\_  
Name:  
Title:

IO ACQUISITION SUB, LLC

By:   
Name: TOM NEWMAN, PRESIDENT  
Title: President

SCHEDULES



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

NONE.

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Marks

Serial Number	Registration Number	Word Mark	Class
77095034	4002618	GLOBAL GRIND	35
77095043	3911335	GLOBAL GRIND	38
77095052	3911336	GLOBAL GRIND	41
77095062	3911337	GLOBAL GRIND	42

Applied For Marks

Serial Number	Registration Number	Word Mark	Class
85692604	-	GLOBAL GRIND	9

**SCHEDULE 3**

**ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS**

**NONE.**

## SCHEDULE 4

### ASSIGNED DOMAIN NAMES AND REGISTRATIONS

Domain Registrations	
Domain Name	Expiration
aglobalgrind.com	January 31, 2015
aglobalgrind.net	January 31, 2015
aglobalgrind.org	January 31, 2015
aglobalgrind.tv	January 31, 2015
celebritytweet.com	October 31, 2014
celebritytweet.org	June 30, 2015
getgrinding.com	March 29, 2015
getgrinding.tv	March 29, 2015
gddigital.net	November 28, 2015
gddigital.org	November 28, 2015
gddigital.tv	March 29, 2015
gddigitalinc.com	November 28, 2015
gddigitalinc.net	November 28, 2015
gddigitalinc.org	November 28, 2015
ggnews.tv	March 27, 2015
ggrind.biz	October 07, 2015
ggrind.com	October 08, 2015
ggrind.info	October 08, 2015
ggrind.net	October 08, 2015
ggrind.org	October 08, 2015
ggrind.tv	October 08, 2015
ggrind.us	October 07, 2015
ggrinder.com	March 29, 2015
ggrinder.tv	March 29, 2015
globalgrind.com	October 02, 2015
globalgrind.mobi	September 26, 2015
globalgrinder.com	March 29, 2015
globalgrinder.tv	March 29, 2015
mobilegrind.com	November 12, 2015
mobilegrind.net	June 15, 2015
myglobalgrind.com	January 31, 2015
myglobalgrind.net	January 31, 2015
myglobalgrind.org	January 31, 2015
myglobalgrind.tv	January 31, 2015