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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM330062

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------|----------|----------------|--|
| BINGE, LLC | | 11/14/2014 | LIMITED LIABILITY COMPANY: MICHIGAN |

RECEIVING PARTY DATA

| Name: | MARKSMEN, INC. | |
|-----------------|-----------------------------------|--|
| Street Address: | 111 N. Maryland Avenue, Suite 201 | |
| City: | Glendale | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 91206 | |
| Entity Type: | CORPORATION: DELAWARE | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4095844 | BINGE |

CORRESPONDENCE DATA

Fax Number: 3108205988

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: 310.207.3800

Email: lori kozak@bstz.com, garbo tat@bstz.com, bstz mail@bstz.com

Correspondent Name: Lori S. Kozak

Address Line 1: 12400 Wilshire Blvd.

Address Line 2: 7th Floor

Address Line 4: Los Angeles, CALIFORNIA 90025

| ATTORNEY DOCKET NUMBER: | 9425.T004USA42 |
|-------------------------|-----------------|
| NAME OF SUBMITTER: | Lori S. Kozak |
| SIGNATURE: | /Lori S. Kozak/ |
| DATE SIGNED: | 01/26/2015 |

Total Attachments: 1

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TRADEMARK REEL: 005446 FRAME: 0905

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EXHIBIT A

WHEREAS, Assignor, Binge, LLC a Michigan limited liability company, whose address is 11552 Manorstone Lane, New Columbia, MD 21044, US, is the sole and exclusive owner of the following trademark (the "BINGE Property"), which has been registered in the United States:

U.S. Trademark Registration No. 4,095,844

BINGE

WHEREAS, Assignee, Marksmen, Inc., a Delaware corporation, whose address is 111 N Maryland Avenue, Suite 201, Glendale, CA 91206, US, wishes to acquire the BINGE Property desires to acquire all of Assignor's rights, title and interest, and the goodwill associated with the above-referenced trademark and the registration of the trademark

WHEREAS, Assignor desires to assign such trademark to Assignee and will do, perform and execute all documents in connection therewith;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Assignor does hereby assign unto Assignee all right, title, and interest, in the United States of America to the BINGE Property, including and any all common law trademark rights together with the goodwill of the business symbolized by the trademark, and all rights to sue for and seek damages and any other legal or equitable remedies for all past, present and future infringement, dilution or other violation of the BINGE Property.

Assignor hereby covenants and agrees that, without further consideration, it will cooperate with Assignee to execute and deliver such other documents, and to do such further acts, as may be reasonably requested by Assignee to perfect, register and enforce Assignee's ownership of and rights to the BINGE Property.

Representations as to Authority: Assignor hereto represents and warrants that it has the right and authority to execute this Agreement and that it has not previously sold, assigned, transferred, conveyed, licensed or otherwise disposed of the BINGE Property, or any interest therein.

Signed this 14 day of November, 2014.

Assignor: Binge LLC

Title: CED

NOTARY

On the 1-1 day of November, 2014, before me personally came Group SmmonS to me known and known to be the individual described in and who executed the foregoing instrument, and he did duly acknowledge to me that he executed the same.

Notary Public

RICHARD ALAN FRANK
NOTARY PUBLIC STATE OF MARYLAND -5My Commission Expires October 2, 2017

TRADEMARK REEL: 005446 FRAME: 0906

RECORDED: 01/26/2015