

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331968

| | | | |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Assignee previously recorded on Reel 005434 Frame 0558. Assignor(s) hereby confirms the Assigns the entire interest and goodwill. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GG Digital Inc. | | 12/17/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Interactive One LLC | | |
| Street Address: | 1010 Wayne Avenue | | |
| Internal Address: | 14th Floor | | |
| City: | Silver Spring | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20910 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85692604 | GLOBAL GRIND | |
| Registration Number: | 3911337 | GLOBAL GRIND | |
| Registration Number: | 3911336 | GLOBAL GRIND | |
| Registration Number: | 3911335 | GLOBAL GRIND | |
| Registration Number: | 4002618 | GLOBAL GRIND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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: | 2026839317 | | |
| Email: | bcollier@jordaniplaw.com, trademarks@jordaniplaw.com | | |
| Correspondent Name: | Benita P. Collier | | |
| Address Line 1: | 1701 Pennsylvania Ave., N.W. | | |
| Address Line 2: | Suite 300 | | |
| Address Line 4: | Washington, D.C. 20006 | | |
| ATTORNEY DOCKET NUMBER: | 4002 | | |
| NAME OF SUBMITTER: | Benita P. Collier | | |

OP \$140.00 85692604

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| SIGNATURE: | /Benita P. Collier/ |
| DATE SIGNED: | 02/12/2015 |
| Total Attachments: 15 source=Original Assigndocs#page1.tif source=Original Assigndocs#page2.tif source=Original Assigndocs#page3.tif source=Original Assigndocs#page4.tif source=Original Assigndocs#page5.tif source=Original Assigndocs#page6.tif source=Original Assigndocs#page7.tif source=Original Assigndocs#page8.tif source=Original Assigndocs#page9.tif source=Original Assigndocs#page10.tif source=Original Assigndocs#page11.tif source=Original Assigndocs#page12.tif source=Original Assigndocs#page13.tif source=Original Assigndocs#page14.tif source=Original Assigndocs#page15.tif | |

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327972

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

CH \$140.00 4002618

Total Attachments: 10

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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment is made effective as of December 17, 2014 (the "Effective Date") by and between GG Digital Inc., a Delaware corporation ("Assignor") and IO Acquisition Sub, LLC, a Delaware limited liability company ("Assignee").

WHEREAS Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 17, 2014, and Intellectual Property Assignment Agreement effective as of December 17, 2014, pursuant to which Assignor sold, conveyed, assigned and transferred to Assignee, among other assets, the entire right, title and interest in and to the trademarks, service marks, logos, trade dress, trade names, business names and other indicia of origin used in the business in the United States, including the marks listed on Schedule A hereto (collectively, the "Trademarks"), together with all common law rights, registrations and applications for registration therefor and the good will of the business symbolized by the Trademarks in the United States.

WHEREAS, Assignee is the successor to the ongoing and existing portion of the business to which the Trademarks pertain.

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby, without reservation:

1) Confirms that it has sold, assigned, transferred and conveyed to Assignee, its successor and assigns, including its parent company, Interactive One, LLC, the whole entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all rights to sue for and collect damages resulting from past, present and future infringement of any or all Trademarks in the United States.

2) Authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue or transfer all the Trademarks to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct.

IN WITNESS WHEREOF, each party hereto has caused this Confirmatory Trademark Assignment to be by its duly authorized officer.

GG DIGITAL INC.

By: _____

Name: Rich Slomovitz

Title: Chief Financial Officer

Date: _____

1/21/2015

IO ACQUISITION SUB, LLC

DocuSigned By:
By: Thomas Newman
0E8DC455FF754D9...

Name: Thomas Newman

Title: President

Date: 1/20/2015

SCHEDULE A

| Mark | Reg/App Number | Class |
|--------------|----------------|-------|
| GLOBAL GRIND | 4,002,618 | 35 |
| GLOBAL GRIND | 3,911,335 | 38 |
| GLOBAL GRIND | 3,911,336 | 41 |
| GLOBAL GRIND | 3,911,337 | 42 |
| GLOBAL GRIND | 85/692,604 | 9 |

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.

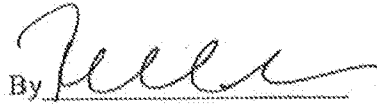
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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:

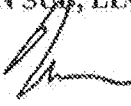
Title:

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 |
| celebritytweest.com | October 31, 2014 |
| celebritytweest.org | June 30, 2015 |
| getgrinding.com | March 29, 2015 |
| getgrinding.tv | March 29, 2015 |
| ggdigital.net | November 28, 2015 |
| ggdigital.org | November 28, 2015 |
| ggdigital.tv | March 29, 2015 |
| ggdigitalinc.com | November 28, 2015 |
| ggdigitalinc.net | November 28, 2015 |
| ggdigitalinc.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 |