

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soccer United Marketing, LLC		02/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bigballs Limited		
Street Address:	One London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2Y5EB		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85399070	KICKTV	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	69884-005		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
SIGNATURE:	/Jenifer deWolf Paine/		
DATE SIGNED:	02/27/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of February 27, 2015 (the "Effective Date") by Soccer United Marketing, LLC, a Delaware limited liability company ("SUM"), for the benefit of Bigballs Limited (Company No. 05851891), a United Kingdom private limited company ("BB" and, together with SUM, the "Parties"). Capitalized terms used herein and not defined shall have the respective meanings ascribed to them in the MOU (defined below).

W I T N E S S E T H:

WHEREAS, the Parties have entered into that certain Memorandum of Understanding (the "MOU"), dated as of January 28, 2015;

WHEREAS, pursuant to the MOU, SUM has agreed, among other things, to assign and convey to BB all of SUM's right, title and interest in and to the trademark set forth on the attached Schedule A hereto, together with the goodwill associated therewith (collectively, including such goodwill, the "Mark"); and

WHEREAS, SUM desires by this Assignment to assign and convey to BB all of SUM's rights, title and interest in, to and under the Mark, and BB desires by this Assignment to accept all rights, title and interest in, to and under the Mark, in exchange for the issuance by BB to SUM or its affiliate of a portion of the SUM Shares (the balance of which are being issued by BB to SUM in exchange for the assets, rights and properties being transferred by SUM to BB in accordance with that certain Contribution and Assumption Agreement between the Parties dated as of the date hereof), subject to the terms and conditions of the MOU and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. SUM hereby irrevocably assigns to BB: (i) all of SUM's right, title, and interest in and to the Mark and any and all U.S. Patent and Trademark Office registrations and applications associated with the Marks; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Mark, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Mark, for BB's own use and enjoyment and for the use and enjoyment of BB's successors, assigns, or other legal representatives (the "Trademark Assignment"), subject only to the rights expressly retained by SUM under the MOU. SUM agrees to give BB and/or any person designated by BB, at BB's expense, all reasonable assistance that may be required to perfect the rights granted herein.

2. MOU Controlling. The terms of the MOU, including but not limited to the Parties' respective representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, are incorporated herein by this reference and, for the avoidance of doubt, apply to the transactions contemplated by this Assignment. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in

the MOU 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 MOU and the terms hereof, the terms of the MOU shall govern.

3. Section 721 Exchange. The Parties agree to treat the Trademark Assignment in exchange for the issuance by BB to SUM or its affiliate of a portion of the SUM Shares (the balance of which are being issued by BB to SUM in exchange for the assets, rights and properties being transferred by SUM to BB in accordance with that certain Contribution and Assumption Agreement between the Parties dated as of the date hereof) as a tax-free contribution of property under Section 721 of the Internal Revenue Code of 1986, as amended. The Parties agree to comply with the provisions of Section 9 of the MOU, all of which remain in full force and effect and are hereby incorporated by reference.

4. Cessation of Use. SUM agrees not to use (and to terminate and discontinue all use of) the Mark in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by SUM, except to the extent permitted by the MOU.

5. Filings with Commissioner. SUM authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record BB as the assignee and owner of any and all of SUM's rights in the Mark, subject to the rights retained by SUM therein.

6. Binding Effect. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the Parties and their respective executors, heirs, personal representatives, successors and permitted assigns.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

8. Amendments; Waivers, Etc. Neither this Assignment nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by the Party against which enforcement of such amendment, change, waiver, discharge or termination is sought.

9. Interpretations. The headings of the sections contained in this Assignment are solely for convenience of reference and shall not affect the meaning or interpretation of this Assignment.

10. Counterparts. This Assignment may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. The Parties' signatures may be evidenced

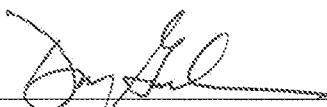
by PDF or other electronic transmission, and each Party may rely on a PDF or other electronic signature on behalf of the other Party as proof of the other Party's execution of this Assignment.

[signature page follows]

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

ASSIGNOR:

SOCCER UNITED MARKETING, LLC

By: 
Name: _____
Title: *Don Garbata*
CEO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005468 FRAME: 0454

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

ASSIGNOR:

SOCCER UNITED MARKETING, LLC

By: _____

Name:

Title:

ACKNOWLEDGED AND AGREED:

BIGBALLS LIMITED

By: _____

Name: Thomas Thirlwall

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
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SCHEDULE A

Mark

Kick TV