

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336221

<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>
Meteor Entertainment, Inc.		03/13/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hawken, Inc.		
<b>Street Address:</b>	17011 Beach Blvd. Suite 320		
<b>City:</b>	Huntington Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92647		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4471262	ADHESIVE GAMES	
<b>Registration Number:</b>	4329570	HAWKEN	
<b>Registration Number:</b>	4416151	HAWKEN	
<b>Registration Number:</b>	4405019	HAWKEN	
<b>Registration Number:</b>	4404883	HAWKEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	310.966.1800		
<b>Email:</b>	rafa@foundationllp.com		
<b>Correspondent Name:</b>	Raphael A. Gutierrez		
<b>Address Line 1:</b>	11355 W. Olympic Blvd. Suite 106		
<b>Address Line 2:</b>	Foundation Law Group, LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064		
<b>NAME OF SUBMITTER:</b>	Raphael A. Gutierrez		
<b>SIGNATURE:</b>	/Raphael A. Gutierrez/		
<b>DATE SIGNED:</b>	03/25/2015		
<b>Total Attachments: 4</b>			

OP \$140.00 4471262

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## QUIT-CLAIM BILL OF SALE

March 13, 2015

**TRIPLEPOINT CAPITAL LLC** (the "Lender"), as secured lender to Meteor Entertainment, Inc. ("Meteor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby quit-claim to Hawken, Inc., a California corporation (the "Buyer"), and its successors and assigns forever, pursuant to Sections 9610 and 9617 of the California Uniform Commercial Code (Cal. Com. Code §§9610 & 9617), all of the right, title and interest of the Lender, in and to all of the personal property and assets of Meteor (collectively, the "Property"), including those which are listed on Schedule 1 attached hereto.

THE LENDER MAKES NO REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE, OR THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE PROPERTY OR THE QUANTITY THEREOF, OR THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE PROPERTY AND THE PROPERTY IS SOLD WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS, WITH ALL FAULTS.


Buyer hereby agrees to pay all sales taxes levied because of the sale and hereby indemnifies Lender for all taxes and penalties because of the sale (other than taxes based on Lender's net income or franchise taxes).

On or after the date hereof, the Lender will, at the Buyer's sole expense, from time to time at the Buyer's reasonable request, execute and deliver such further instruments and take or cause to be taken such other action to carry out the effect, intent and purpose of the conveyance, assignment and transfer to the Buyer hereunder and otherwise in carrying out the intent and purposes of this Bill of Sale.

By acceptance of delivery of the Property, the Buyer acknowledges that it has either examined the Property as it fully desired or has been given the opportunity for such examination and has refused to make such examination.

IN WITNESS WHEREOF, the parties have executed this Quit-Claim Bill of Sale as of the date first set forth above.

**TRIPLEPOINT CAPITAL LLC (Lender)**

By: \_\_\_\_\_ 

Name : Sajal Srivastava

Title: President

**HAWKEN, INC. (Buyer)**

By: \_\_\_\_\_

Name : \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Quit-Claim Bill of Sale as of the date first set forth above.

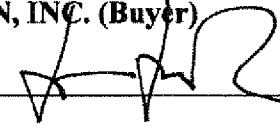
**TRIPLEPOINT CAPITAL LLC (Lender)**

By: \_\_\_\_\_

Name : \_\_\_\_\_

Title: \_\_\_\_\_

**HAWKEN, INC. (Buyer)**

By: \_\_\_\_\_ 

Name : BJORN ROOK-LARSSON

Title: CEO

## SCHEDULE 1

### Property

The Property shall include all of Meteor's right, title and interest in, to and under the following property, whether tangible or intangible and wherever the same may be located:

- (a) All Receivables<sup>1</sup>;
- (b) All Equipment;
- (c) All Fixtures;
- (d) All General Intangibles;
- (e) All Intellectual Property;
- (f) All Inventory;
- (g) All Investment Property;
- (h) All Deposit Accounts;
- (i) All Cash;
- (j) All commercial tort claims;
- (k) All Goods and personal property, whether tangible or intangible and whether owned, leased or consigned; and
- (l) To the extent not otherwise included, all proceeds of each of the foregoing and all accession to, substitutions and replacements for, rents profits and products of each of the foregoing.

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<sup>1</sup> This and other capitalized terms used herein without definition shall have the meanings provided therefor under the Plain English Growth Capital Loan and Security Agreement, dated as of May 15, 2012, by and between the Lender and Meteor.