

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347966

<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>
Faster Than Monkeys, Inc.		01/12/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Time Inc. Play		
<b>Street Address:</b>	1271 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3536640	ISCORES	
<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>	2125223383		
<b>Email:</b>	TIPTO@timeinc.com		
<b>Correspondent Name:</b>	Jennifer Chung		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 2:</b>	Time Inc.		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>NAME OF SUBMITTER:</b>	Jennifer Chung		
<b>SIGNATURE:</b>	/Jennifer Chung/		
<b>DATE SIGNED:</b>	07/14/2015		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of January 12, 2015, is made by Faster Than Monkeys, Inc. (“**Seller**”), a California corporation, located at 3962 Marion Avenue, Los Alamitos, California 90720, in favor of Time Inc. Play (“**Buyer**”), a Delaware corporation, located at 1271 Avenue of the Americas, New York, New York 10020, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller, Brett Law, John Busfield, Greg Pulier and, solely with respect to Section 9.01 thereof, Time Inc., a Delaware corporation, dated as of January 12, 2015 (the “**Asset Purchase Agreement**”). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in 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 the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which 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 (including without limitation the Game Assets as defined below), collectively the “**Assigned IP**”:

(a) all patents, patent applications, patentable designs and inventions, reissues, reexaminations, continuations, provisionals, revivals, parents, continuations-in-part, divisionals, registrations, requests for continuing examination, and extensions of such patents and patent applications, patents or patent applications (i) to which any and all of the foregoing directly or indirectly claim priority to and/or (ii) for which any or all of the foregoing directly or indirectly form a basis for priority, all related cases (whether pending, issued, abandoned or filed before, on or after the date hereof) and foreign counterparts to any or all of the foregoing, including, without limitation, international patents or applications, utility models, design patents, certificates of invention, all Convention and Treaty Rights of all kinds and equivalent rights worldwide, and the inventions, discoveries and improvements described or claimed in any or all of the foregoing to the extent owned by Seller and used in or necessary for the conduct of the Business as currently conducted including, without limitation, those set forth in Schedule 1 hereto (collectively, the “**Patents**”);

(b) all confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, software (including, without limitation, the software set forth in Schedule 2 hereto), data, compositions and other trade secrets, whether or not patentable that relate to any Patent to the extent owned by Seller and used in or necessary for the conduct of the Business as currently conducted;

(c) all trademarks service marks, trade names, social media handles and user names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the

extent owned by Seller and used in or necessary for the conduct of the Business as currently conducted including, without limitation, those set forth in Schedule 3 hereto (collectively, the “**Trademarks**”);

(d) all copyrights and copyrightable material including, without limitation, any software listed on Schedule 2) and any registrations and copyright applications relating thereto and any issuances, renewals and extensions thereof, including without limitation all rights in and to all works based upon, derived from, or incorporating the underlying work to the extent owned by Seller and used in or necessary for the conduct of the Business as currently conducted, including, without limitation, those set forth in Schedule 4 hereto (collectively, the “**Copyrights**”);

(e) all rights of any kind whatsoever in any internet domain names whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority to the extent owned by Seller and used in or necessary for the conduct of the Business as currently conducted including, without limitation, those domain names set forth in Schedule 5 hereto (collectively, the “**Domain Names**”);

(f) 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;

(g) 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

(h) 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.

For the sake of clarity and not in any way in limitation of the foregoing, the Assigned IP includes all right, title and interest, including all intellectual property, proprietary and other rights that are (i) owned by the Seller, and (ii) relate to any games currently being developed, or offered for sale, as part of the Business, by Seller including any Patents, Trademarks, Copyrights, Domain Names whether or not included on Schedule 2 attached hereto (the “**Game Assets**”).

## 2. Recordation and Further Actions.

(a) Seller hereby authorizes and requests the competent authorities including the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this IP Assignment upon request by Buyer.

(b) Following the date hereof, upon Buyer’s request, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Limited Power of Attorney. Seller hereby appoints Buyer as the true and lawful attorney-in-fact of Seller, with full power of substitution, having full right and authority, in the name of Seller to do all such acts and things in relation to the matters set forth in Section 2(a) of this IP Assignment as Buyer shall reasonably deem desirable. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. 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.

5. 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.

6. 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 permitted assigns.

7. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this IP Assignment as of the date first above written.

**SELLER: FASTER THAN MONKEYS, INC.**

By: [Signature]  
Name: Brett Law  
Title: Chief Executive officer  
Address for Notices:  
3962 Marion Avenue  
Los Alamitos, California 90720

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Orange )

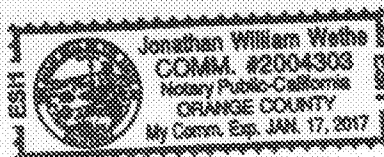
On 01/09/2015 before me, Jonathan William Wetke, Notary Public,

personally appeared Brett Law, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

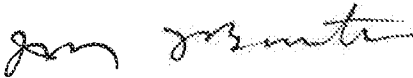
WITNESS my hand and official seal

[Signature]  
SIGNATURE OF NOTARY PUBLIC



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

**BUYER: TIME INC. PLAY**

By: 

Name: Jeffrey John Bairstow  
Title: Vice President & Treasurer  
Address for Notices:  
1271 Avenue of the Americas  
New York, New York 10020  
Attention: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

**TRADEMARK**  
**REEL: 005576 FRAME: 0294**

SCHEDULE 1  
ASSIGNED PATENTS

None.



SCHEDULE 2

SOFTWARE

None.

SCHEDULE 3

ASSIGNED TRADEMARKS

ISCORES (Registration Number 3536640; Registration Date November 25, 2008)

SCHEDULE 4  
ASSIGNED COPYRIGHTS

None.

## SCHEDULE 5

### ASSIGNED DOMAIN NAMES

<http://iscorecast.com>  
<http://iscoresports.com>  
<http://iscoretv.com>  
<http://iscorebaseball.com>  
<http://iscorebasketball.com>  
<http://iscorefootball.com>  
<http://iscoresoccer.com>  
<http://iscoresoftball.com>  
<http://iscorebowling.com>  
<http://iscorelacrosse.com>  
<http://iscoreicehockey.com>  
<http://iscorevolleyball.com>  
<http://iscorewaterpolo.com>  
<http://iscorecentral.com>  
<http://fasterthanmonkeys.com>  
<http://playerspotlights.com>  
<http://iscoreforum.com>  
<http://iscoreleagues.com>