TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM351993

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INSTANTACTION, INC.		10/22/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hi-Rez Studios, Inc.
Street Address:	3905 Brookside Parkway
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2317162	STARSIEGE
Registration Number:	2360712	STARSIEGE TRIBES

CORRESPONDENCE DATA

Fax Number: 7027929002

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: 7027923773 Email: lvpto@gtlaw.com

Greenberg Traurig, LLP; Attn. L.Thompson **Correspondent Name:**

Address Line 1: 3773 Howard Hughes Parkway

Address Line 2: Suite 400N

Address Line 4: Las Vegas, NEVADA 89169

ATTORNEY DOCKET NUMBER:	086185.000000
NAME OF SUBMITTER:	Lauri S. Thompson
SIGNATURE:	/Lauri S. Thompson/
DATE SIGNED:	08/19/2015

Total Attachments: 5

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EXHIBIT C

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "<u>Assignment</u>") made this 22nd day of October, 2010 (the "<u>Effective Date</u>") by and between INSTANTACTION, INC., a Delaware corporation, with its principal place of business located at 9900 Covington Cross Road, Las Vegas, Nevada 89144 (the "<u>Assignor</u>") and HI-REZ STUDIOS, INC., a Georgia corporation with its principal place of business at 3905 Brookside Parkway, Alpharetta, Georgia 30022 ("<u>Assignee</u>"), each a "<u>Party</u>" and collectively the "<u>Parties</u>").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks registered and pending in the United States Patent and Trademark Office, registered and pending foreign trademark applications, and common law trademarks and service marks as listed on Schedule 1 hereto (collectively the "Marks");

WHEREAS, Assignor and Assignee have agreed by an Asset Purchase Agreement of even date (the "<u>Purchase Agreement</u>") that Assignor shall sell, transfer, assign and set over unto Assignee, and Assignee shall accept, all rights, title and interest in and to the Marks;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

- 1. Assignor hereby sells, transfers, assigns and sets over to Assignee, Assignor's entire right, title and interest (for all countries) in and to the Marks, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for industrial property protection, including without limitation, all applications for Marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Marks under the laws of the United States, or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for marks which may hereafter be filed for said Marks in any country or countries, together with the right to file such applications; and all forms of industrial property protection, which may be granted for said Marks in any country or countries.
- 2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue Marks or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, it successors, assigns and legal representatives, or to such nominees as it may designate.
- 3. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws

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of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

[Signature page immediately follows]

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IN WITNESS WHEREOF the Parties, intending to be legally bound, have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR: INSTANTACTION, INC.

By: 1. 4	! (()				
Name: Michael A. Cheah					
Title: General Counsel					
*					
			•		
State of Florida)				
) ss.:				
County of Miami-Dade)				
On the day of October appeared Mi Commission Expires May Commission # DD 789 Bonded Through National Nota	to be the individual vidual executed the the person upon be solved to the person upon to the person upon be solved to the person upon to the pers	, who is il whose name is same in each inc	personally known to is subscribed to the dividual's capacity, e individual acted, example action No.	o me or prove within instru and that by hi	d to me on iments and is signature
ASSIGNEE: HI-REZ STUL	DIOS, INC.				
By:					
Name:					
Title:					
State of Georgia)				
) ss.:				
County of Fulton)				
appeared		, who is	otary Public in and personally known to	o me or prove	d to me on
the basis of satisfactory evidence tacknowledged to me that such indivion the instrument, the individual, or	idual executed the	same in each inc	dividual's capacity,	and that by hi	is signature
	\overline{N}	lotary Public:			
		Intour Danistu	otion No		

Notary Public: Notary Registration No. My Commission expires: IN WITNESS WHEREOF the Parties, intending to be legally bound, have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR: INSTANTACI	TON, INC.	
Ву:		
Name: Michael A. Cheah	-	
Title: General Counsel		
State of Florida)	
) ss.:	
County of Miami-Dade)	
On the day of October	, in the year 2	010, before me, a Notary Public in and for said State, personally
appeared		, who is personally known to me or proved to me on idual whose name is subscribed to the within instruments and
the basis of satisfactory evidence to	be the indiv	idual whose name is subscribed to the within instruments and
acknowledged to me that such indivi	dual executed	the same in each individual's capacity, and that by his signature
on the instrument, the individual, or t	he person upor	n behalf of which the individual acted, executed the instrument.
		Notary Public:
		Notary Registration No.
		My Commission expires:
ASSIGNEE: HI-REZ STUD By: Stewart M Chis Title: Vice President		
State of Georgia)	
) ss.:	
County of Fulton)	
appearedthe basis of satisfactory evidence to acknowledged to me that such indivi	be the individual executed	o10, before me, a Notary Public in and for said State, personally who is personally known to me or proved to me on idual whose name is subscribed to the within instruments and the same in each individual's capacity, and that by his signature in behalf of which the individual acted executed the instrument.
		Notary Public: Notary Registration No. W -88444 My Commission expires: 7 5 14
		Notary Registration No. W -88444
		My Commission expires: 7 35/14

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SCHEDULE 1
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Application No.	Registration No.
STARSIEGE	AU	771076	771076
STARSIEGE	BR	821065360	821065360
STARSIEGE	CA	889157	TMA535118
STARSIEGE	EM	909952	909952
STARSIEGE	JP	1073122	4365923
STARSIEGE	NZ	297093	297093
STARSIEGE	SG	851398	T89/08513F
STARSIEGE	СН	76551998	P-459.180
STARSIEGE	TW	8743182	873421
STARSIEGE	US	75443565	2317162
STARSIEGE TRIBES	CA	879645	TMA555593
STARSIEGE TRIBES	US	74590457	2360712
TRIBES	AU	771077	771077
TRIBES	BR	821065416	821065416
TRIBES	EM	909960	909960
TRIBES	JP	1073123	4365924
TRIBES	KR	402003-13387	40-590340
TRIBES	SG	851298	T98/08512H
TRIBES	TW	8743181	871525
TRIBES	US	75539041	2732386

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RECORDED: 08/19/2015