

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372782

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900352149		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOLD DERBY, INC.		07/20/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLD DERBY MEDIA, LLC		
<b>Street Address:</b>	11175 Santa Monica Blvd.		
<b>Internal Address:</b>	Ninth Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2887483	GOLD DERBY	
<b>Registration Number:</b>	4156950	TV DERBY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3104611304		
<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)788-8688		
<b>Email:</b>	elizabeth@swansoniplaw.com		
<b>Correspondent Name:</b>	Elizabeth L Swanson		
<b>Address Line 1:</b>	1901 Avenue of the Stars		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	35408		
<b>NAME OF SUBMITTER:</b>	Elizabeth Swanson		
<b>SIGNATURE:</b>	/Elizabeth Swanson/		
<b>DATE SIGNED:</b>	02/10/2016		
<b>Total Attachments: 6</b>			

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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of July 20, 2015, is made by Gold Derby, Inc., a California corporation ("Company") and Tom O'Neil ("TON", and with the Company collectively "Seller"), in favor of Gold Derby Media, LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, Purchaser, Company and TON have executed that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), whereby, among other things, Seller has conveyed, transferred and assigned to Purchaser and Purchaser purchased from Seller, among other assets, certain intellectual property of Seller, and Seller has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office).

NOW THEREFORE, the parties agree as follows:

1. **Trademark Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) 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; and

(c) 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.

2. **Copyright Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Copyrights"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Copyrights:

(a) the copyright registrations and copyright applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof;

(b) 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; and

(c) 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.

3. **Recordation and Further Actions.** Seller authorizes the Commissioner for Trademarks, the Commissioner for Copyrights and any other governmental officials to record and register this IP Assignment upon request by Purchaser. Purchaser and Seller shall comply with Section 8(a) of the Purchase Agreement in connection with this IP Assignment.

4. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Counterparts.** This IP Assignment may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement. The parties hereto agree that the delivery of this IP Assignment by facsimile or e-mailed .pdf files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures. At the request of either party, the other party shall confirm such facsimile or other transmissions by executing duplicate original documents and delivering the same to the requesting party.

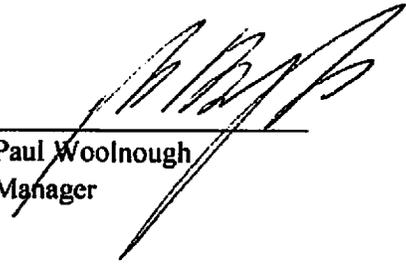
6. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

\* \* \* \* \*

IN WITNESS WHEREOF, each of Seller and Purchaser has caused this IP Assignment to be executed as of the date first above written.

GOLD DERBY MEDIA, LLC

By:   
Paul Woolnough  
Manager

GOLD DERBY INC.

By: \_\_\_\_\_  
Thomas O'Neil  
President

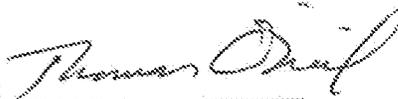
\_\_\_\_\_  
Thomas O'Neil

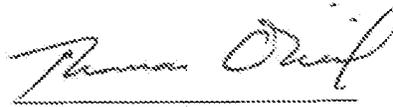
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GOLD DERBY MEDIA, LLC

GOLD DERBY INC.

By: \_\_\_\_\_  
Paul Woolnough  
Manager

By:   
\_\_\_\_\_  
Thomas O'Neil  
President

  
\_\_\_\_\_  
Thomas O'Neil

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademarks**

**“Gold Derby” Trademark**

**Serial number 78123709**

**REGISTRATION NUMBER: 2887483**

**REGISTRATION DATE: 09/21/2004**

**Registration renewed in 2014 for a 10 year term**

**“TV Derby” Trademark**

**Serial number 85397524**

**Registration #: 4156950**

**Registration date: 6/12/2012**

**SCHEDULE 2**

**NONE.**