

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372652

<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>
Nextguide, Inc.		02/08/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Viggle Rewards, Inc.		
<b>Street Address:</b>	902 Broadway		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<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>	4411966	NEXTGUIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168657380		
<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>	4168658244		
<b>Email:</b>	efan@torys.com		
<b>Correspondent Name:</b>	Edward Fan		
<b>Address Line 1:</b>	79 Wellington Street West		
<b>Address Line 2:</b>	30th Floor		
<b>Address Line 4:</b>	Toronto, CANADA M5K 1N2		
<b>ATTORNEY DOCKET NUMBER:</b>	38352-2002		
<b>NAME OF SUBMITTER:</b>	Edward Fan		
<b>SIGNATURE:</b>	/Edward Fan/		
<b>DATE SIGNED:</b>	02/10/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment Agreement") is made effective as of February 8, 2016 (the "Effective Date") by and among **Nextguide, Inc.**, a Delaware corporation having a business address at 902 Broadway, 11th Floor, New York, New York 10010 ("ASSIGNOR"), and **Viggle Rewards, Inc.** a Delaware corporation having a business address at 902 Broadway, 11th Floor, New York, New York 10010 ("ASSIGNEE" and, collectively with ASSIGNOR, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, ASSIGNOR's parent corporation, Viggle, Inc. (now DraftDay Fantasy Sports, Inc.) and ASSIGNEE entered into an Asset Purchase Agreement dated December 13, 2015 (the "Purchase Agreement");

WHEREAS, ASSIGNOR is the owner of all right, title, and interest in, to, and under each of the United States trademark registrations and United States trademark applications set forth on Schedule A hereto, (the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR and ASSIGNEE have entered into an Intellectual Property Assignment ("Intellectual Property Assignment Agreement") on even date herewith assigning from ASSIGNOR to ASSIGNEE all right title and interest in and to Assigned Intellectual Property (as defined in the Purchase Agreement), including the Trademarks; and

WHEREAS, the execution and delivery of this Agreement is not intended to and does not limit the rights, obligations or assignments agreed to in the Intellectual Property Assignment Agreement or the Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the Parties entering into the Purchase Agreement, the amounts payable by ASSIGNEE thereunder and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

NOW, THEREFORE, for valuable consideration furnished by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby, without reservation:

1. Sells, conveys, assigns, transfers and delivers, and confirms that it has sold, conveyed, assigned, transferred and delivered, to ASSIGNEE, its successors and assigns, the entire right, title, and interest held by it in the Trademarks, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing, and including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks. The right, title, and interest is to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this assignment not been made.

2. Authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office and the empowered officials of all other governments to issue or transfer all Trademarks to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct.

3. The ASSIGNOR hereby covenants and agrees that, at any time on or after the date of this Assignment, at ASSIGNEE'S reasonable request, ASSIGNOR will timely execute and deliver any additional documents and perform such additional acts necessary or desirable to ASSIGNEE for the purpose of recording, confirming, or perfecting the interest of the ASSIGNEE, its successors, legal representatives and assigns, in and to the Trademarks.

4. This Assignment is intended only to document the assignment of the Trademarks to ASSIGNEE, and that the Purchase Agreement and Intellectual Property Assignment Agreement are collectively the exclusive source of the agreement and understanding between the Parties respecting the Trademarks. Nothing in this Agreement shall limit, expand or otherwise affect any of the representations, warranties or covenants contained in the Purchase Agreement. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

5. This Assignment Agreement is executed and delivered pursuant to the Purchase Agreement and is in all respects subject to the terms, conditions and other provisions thereof. Nothing in this Assignment Agreement is intended to modify, amend or alter in any respect the rights and obligations of the parties under the Purchase Agreement or Intellectual Property Assignment Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment Agreement.

6. The validity of this Assignment Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Assignment Agreement, shall be construed pursuant to and in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.

7. This Assignment Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute a single instrument.

8. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

[Signatures Page Follows]


IN WITNESS WHEREOF, the parties have executed this Assignment Agreement effective as of the date set forth above.

**ASSIGNOR:**

**ASSIGNEE:**

**Nextguide, Inc.**

**Viggle Rewards, Inc.**

By:   
Name: Tom McLean  
Title: General Counsel

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Trademark Assignment

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement effective as of the date set forth above.

**ASSIGNOR:**

Nextguide, Inc.

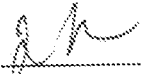
By: \_\_\_\_\_

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

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

**ASSIGNEE:**

Viggle Rewards, Inc.

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

Name: Ted Hastings

Title: President and Secretary

Patent Assignment

**Exhibit A  
Nextguide, Inc.**

<b>COUNTRY ID</b>	<b>MARK</b>	<b>APPLICATION NO</b>	<b>REGISTRATION NO</b>
US	NEXTGUIDE	85/658,424	4,411,966