

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385050

<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>
Bad JuJu Games, Inc.		01/07/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCA Global Credit Master Fund, LP		
<b>Street Address:</b>	19950 West Country Club Drive		
<b>Internal Address:</b>	1st Floor		
<b>City:</b>	Aventura		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33180		
<b>Entity Type:</b>	Limited Partnership: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4576203	BAD JUJU GAMES	
<b>Registration Number:</b>	4632941	DRIPPLE	
<b>Registration Number:</b>	4584842	FLIP RIDERS	
<b>Registration Number:</b>	4638511	GOOP	
<b>Registration Number:</b>	4621430	MOONIACS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9542176225		
<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>	9542176225		
<b>Email:</b>	brad@bradleygross.com		
<b>Correspondent Name:</b>	Bradley Gross		
<b>Address Line 1:</b>	2645 Executive Park Drive		
<b>Address Line 2:</b>	Suite 119		
<b>Address Line 4:</b>	Weston, FLORIDA 33331		
<b>NAME OF SUBMITTER:</b>	Bradley Gross		
<b>SIGNATURE:</b>	/bradley gross/		
<b>DATE SIGNED:</b>	05/20/2016		

OP \$140.00 4576203

**Total Attachments: 5**

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## **PURCHASE AND SALE AGREEMENT**

Subject to Bankruptcy Court approval, this Agreement (the "Agreement") is made and entered into by and between: (1) TCA Global Credit Master Fund, LP, a limited partnership organized and existing under the law of the Cayman Islands (the "Buyer" or "TCA") and (2) Jeffrey I. Golden, solely in his capacity as the Chapter 7 trustee (the "Seller" or "Trustee") of the bankruptcy estate (the "Estate") of Bad JuJu Games, Inc. (the "Debtor" or "Bad JuJu"), a Delaware corporation, in the bankruptcy case entitled *In re Bad JuJu Games, Inc.*, U.S.B.C. Case No. 8:15-bk-12823-TA (the "Bad JuJu Case"), pending in the United States Bankruptcy Court for the Central District of California. The Buyer and Seller are sometimes referred to herein individually as a Party, and collectively as the Parties.

### **RECITALS**

**A.** On June 1, 2015 (the "Petition Date"), Bad JuJu filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code. (ECF No. 1). Shortly thereafter, Jeffrey I. Golden was appointed as the Trustee of the Estate;

**B.** On June 12, 2015, Bad JuJu filed its Schedules of Assets and Liabilities (the "Schedules") (ECF No. 16);

**C.** Prior to the Petition Date, on or about September 30, 2013, TCA entered into its Initial Credit Agreement with Bad JuJu<sup>1</sup>. The Initial Credit Agreement established the structure for a revolving credit line of up to five million to be provided by TCA on the condition that Bad JuJu and 2Advanced Studios, Antony P. Novak and Kiomi Novak (2Advanced Studios, Antony P. Novak and Kiomi Novak are collectively referred to as the "Guarantors") secured their obligations by granting TCA a first-priority security interest in, and lien upon, the collateral as further detailed in the relevant loan documents attached hereto and incorporated herein (the "Collateral")<sup>2</sup>;

**D.** On or about June 2, 2014, TCA and Bad JuJu executed a First Amendment to the Initial Credit Agreement dated December 23, 2013, according to which TCA agreed to advance an additional 1 million to Bad JuJu pursuant to the same structure as set forth in the Initial Credit

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<sup>1</sup> A true and correct copy of the Initial Credit Agreement is attached hereto and incorporated herein as **Exhibit A**.

<sup>2</sup> A true and correct copy of the September 30, 2013 Security Agreement executed by Bad JuJu is attached hereto and incorporated herein as **Exhibit B**. On or about December 4, 2013, a Bill of Sale, Assignment, and Assumption Agreement was entered into by and between Bad JuJu and 2Advanced Studios, whereby Bad JuJu acquired all assets of 2Advanced Studios.

Agreement, except as amended by the First Amendment (Initial Credit Agreement and First Amendment<sup>3</sup> referred to hereafter collectively as "Operative Credit Agreement");

E. The parties cancelled the original Revolving Promissory Note, and Bad JuJu executed an Amended and Restated Revolving Promissory Note<sup>4</sup> in the amount of 2 million which superseded and replaced the original Revolving Promissory Note;

F. TCA perfected its interest in the Collateral through the filing of a UCC-1 financing statement with the State of Delaware under filing Nos. 2014 0162461 (Bad JuJu Games Inc.) and with the State of California under filing Nos. 214-7395523655 (2Advanced), No. 147395528105 (K, Novak), and No. 14-7395527952 (A. Novak)<sup>5</sup>;

G. As of the Petition Date, pursuant to the Operative Credit Agreement, TCA is owed \$1,904,802.71 (the "Current Indebtedness");

H. Upon information and belief, TCA's Collateral, includes all of the Debtor's scheduled assets, subject to TCA's first position security interest, and TCA's security interest is senior to any other recorded or unrecorded security interest therein;

I. The Parties acknowledge and agree that a portion of the TCA's Collateral, specifically all of the Debtor's cash on hand, (i.e. which has been subsequently reduced by bank fees and as of December 4, 2015 is \$51,597.36), shall be carved-out from the TCA's Collateral and allocated for use by the Trustee on behalf of the Debtor's estate (the "Carve-Out");

J. TCA desires to purchase from the Trustee the Estate's right, title, and interest in the personal property of the Debtor as identified on Schedule B (exclusive of any funds which may constitute the Carve-Out) (collectively, the "Purchased Assets") filed with the Court on June 12, 2015 (ECF No. 16).<sup>6</sup>

K. The Trustee desires to sell to TCA the Estate's rights, title, and interest in the Purchased Assets (exclusive of any funds which may constitute the Carve-Out) on an "AS IS" and "WHERE IS" basis, without representation or warranty of any kind (including as to merchantability

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<sup>3</sup> A true and correct copy of the First Amendment is attached hereto and incorporated herein as **Exhibit C**.

<sup>4</sup> A true and correct copy of the Amended and Restated Revolving Promissory Note is attached hereto and incorporated herein as **Exhibit D**.

<sup>5</sup> True and correct copies of the UCC-1 filing statements are attached hereto and incorporated herein as **Exhibit E**.

<sup>6</sup> A true and correct copy of Schedule B is attached hereto and incorporated herein as **Schedule 1**.

or fitness for a particular purpose), whether express or implied, except that such sale of the Estate's interest in the Purchased Assets shall be free and clear of any lien of Linden Research, Inc. (the "Linden Lien"), and in the manner and subject to the terms and conditions set forth herein and in accordance with Section 363 of the Bankruptcy Code;

L. The transactions contemplated herein shall be consummated pursuant to the terms and conditions of this Agreement and a Sale Order to be entered by the United States Bankruptcy Court (the "Bankruptcy Court") having jurisdiction over the Bad JuJu Case.

### **AGREEMENT**

**NOW, THEREFORE**, on the terms and conditions and for the consideration set forth below, the Parties agree as follows:

1. **Incorporation of Recitals**

Recitals A through L are incorporated into and made a part of this Agreement.

2. **Approval of Agreement**

21 Except as otherwise provided herein, no Party shall have any rights, duties, or obligations under this Agreement unless and until the Bankruptcy Court enters an order (the "Approval Order"), which in substance (i) approves this Agreement, (ii) authorizes the Trustee to sell the Purchased Assets on an "AS IS" and "WHERE IS" basis, without representation or warranty of any kind (including no representation or warranty as to merchantability or fitness for a particular purpose), whether express or implied, as contemplated herein, and free and clear of the Linden Lien, (iii) determines that this Agreement was made in good faith in an arm's length transaction, and (iv) authorizes the Trustee to perform the terms of this Agreement.

22 The Trustee shall have the obligation to seek approval of this Agreement in accordance with Section 2.1 and shall file the motion (the "Approval Motion") seeking approval of this Agreement within ten (10) business days after the date on which the Trustee receives all of the following: a fully executed copy of this Agreement by each Party (without any modification or interlineation). If the Approval Order is: (a) not entered within 60 days after the filing of the Approval Motion, or (b) appealed, then the Trustee may, in the unfettered exercise of his discretion, terminate his attempt to obtain the Approval Order by written notice to the Buyer. If the Trustee terminates his attempt to obtain the Approval Order pursuant to this Section 2.2, then the Parties shall be as they were before they signed this Agreement. In the event that the Approval Order is entered, the Bankruptcy Court specifically finds that Buyer is a good faith purchaser in accordance

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For purposes of notice given by Federal Express, notice shall be deemed effective upon delivery by Federal Express. Delivery for purposes of this paragraph shall mean Federal Express' actual delivery of the notice to the address of the other Party, without the requirement of any signature by the receiving Party. Additionally, the refusal to accept a notice attempted to be delivered by Federal Express at that Party's address set forth above shall be deemed to have been delivered to that Party at the time of such attempted delivery.

142 Any Party may change the person to whom and/or address to which notice to that Party shall be delivered by giving notice of such change in accordance with 14.1. In all events, the Parties shall designate an address to which Federal Express will deliver packages in the ordinary course of its business.

15. Headings

The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Dated: January 7, 2016

JEFFREY I. GOLDEN, TRUSTEE

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

Jeffrey I. Golden

Chapter 7 Trustee of the Bankruptcy Estate of Bad Juju Games, Inc.

Dated: January 7, 2016

TCA GLOBAL CREDIT MASTER FUND, LP

*Robert Press*

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

Robert Press

CEO of TCA Global Credit Master Fund, LP

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IN RE **Bad JuJu Games, Inc.**

Debtor(s)

Case No. 8:15-bk-12823-TA

(If known)

**SCHEDULE B - PERSONAL PROPERTY  
 (Continuation Sheet)**

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.		Federal Trademark - Bad JuJu Serial #85787585		41,000.00
		Federal Trademark - Bad JuJu Games Serial #85270963, Registration #4576203		41,000.00
		Federal Trademark - Dripple Serial # 85787586, Registration # 4632941 This is a registered word mark for "Dripple".		41,000.00
		Federal Trademark - Flip Riders Serial #85482044, Registration #4584842		41,000.00
		Federal Trademark - GOOP Serial #86179075, Registration #4638511		41,000.00
		Federal Trademark - Mooniacs Serial #85276729, Registration #4621430		41,000.00
		Software - Desura This is a digital software distribution platform that was purchased from Linden Research, Inc. on 10/31/2014.		750,000.00
		Software - Flip Riders This is a mobile application that was developed by the company.		200,000.00
		Software - GOOP This is technology that was developed by the Debtor.		450,000.00
		Software - Mooniacs This is a mobile application that was developed by the Debtor.		80,000.00
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.		Deck printer and supplies		20,000.00
		Pad printer and supplies		3,000.00

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