

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393215

<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>
Rant, Inc.		07/08/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RACX, Inc.		
<b>Street Address:</b>	902 Broadway, 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: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85777444	RANT SPORTS	
<b>Serial Number:</b>	86150634	RANTGIRLS	
<b>Serial Number:</b>	86358798	RANT	
<b>Serial Number:</b>	86359913	RANT	
<b>Serial Number:</b>	86150641	RANTLIFESTYLE	
<b>Serial Number:</b>	86150638	RANTCHIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9177751076		
<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>	9177751076		
<b>Email:</b>	tom@wetpaint.com		
<b>Correspondent Name:</b>	Tom McLean		
<b>Address Line 1:</b>	902 Broadway		
<b>Address Line 2:</b>	11th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10010		
<b>NAME OF SUBMITTER:</b>	Tom McLean		
<b>SIGNATURE:</b>	/s/ Tom McLean		
<b>DATE SIGNED:</b>	07/29/2016		

OP \$165.00 85777444

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

July 8, 2016

This Trademark Assignment ("Trademark Assignment") is entered into by and between RANT, INC., a Delaware corporation ("Assignee"), and RACX, INC., a Delaware corporation ("Assignor"), pursuant to that certain Asset Purchase Agreement of even date hereof (the "Agreement"), by and among Function(x) Inc., Assignor and Assignee. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS Assignor owns all right, title and interest in and to the trademarks, including any registrations and applications therefor, listed on the Schedule attached hereto (collectively, the "Marks"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to enter into this Trademark Assignment and transfer the entire right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the Agreement, Assignor hereby assigns and transfers to Assignee, free and clear of all Liens (as defined in the Agreement), all right, title and interest in, to and under the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks; together with all causes of action Assignors may have for the infringement of such Marks, including all rights Assignors have to sue and collect damages and payments for claims of past or future infringements of the Marks.

Assignor shall assist Assignee and execute any further documents, filings or notices necessary to be filed and recorded with the appropriate authorities to effect this Trademark Assignment and transfer of ownership in the Marks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

THIS TRADEMARK ASSIGNMENT IS IN ALL RESPECTS SUBJECT TO THE PROVISIONS OF THE AGREEMENT AND IS NOT INTENDED IN ANY WAY TO SUPERSEDE, LIMIT OR QUALIFY ANY PROVISION OF THE AGREEMENT. IF ANY CONFLICT EXISTS BETWEEN THE TERMS OF THIS TRADEMARK ASSIGNMENT AND THE AGREEMENT, THEN THE TERMS OF THE AGREEMENT SHALL GOVERN AND CONTROL.

This Trademark Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of the Assignor and the Assignee.

[signature page follows]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

RANT, INC.,  
a Delaware corporation

By: 

Name: Brett Kwin

Title: CEO

RACX, INC.,  
a Delaware corporation

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

Name: Mitchell J. Nelson

Title: Executive Vice President

Signature Page to Trademark Assignment

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the day and year first above written.

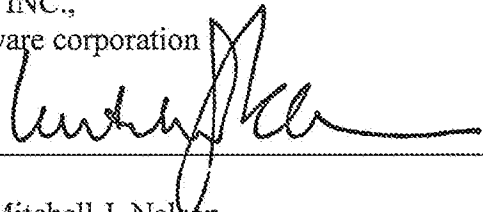
RANT, INC.,  
a Delaware corporation

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

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

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

RACX, INC.,  
a Delaware corporation

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

Name: Mitchell J. Nelson

Title: Executive Vice President

SCHEDULE

1. "Rant Sports", serial number 85777444
2. "RantGirls", serial number 86150634
3. "Rant", serial number 86358798
4. "Rant", serial number 86359913
5. "RantLifestyle", serial number 86150641
6. "RantChic", serial number 86150638