TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM407547

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trapcode, AB		11/30/2016	Joint Stock Company: SWEDEN

RECEIVING PARTY DATA

Name:	Red Giant, LLC					
Street Address:	ss: 14525 SW Millikan Way, #41659					
City:	Beaverton					
State/Country: OREGON						
Postal Code:	97005					
Entity Type:	Limited Liability Company: UTAH					

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3922496	PARTICULAR

CORRESPONDENCE DATA

Fax Number: 6508497400

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: 6508435000

trademarks@cooley.com Email:

Todd S. Bontemps of Cooley LLP **Correspondent Name:**

1299 Pennsylvania Avenue, NW, Suite 700 Address Line 1:

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	328817-101
NAME OF SUBMITTER:	Drue Anne Koons
SIGNATURE:	/Drue Anne Koons/
DATE SIGNED:	12/02/2016

Total Attachments: 3

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> **TRADEMARK** REEL: 005935 FRAME: 0064

TRADEMARK ASSIGNMENT

This ASSIGNMENT OF TRADEMARK RIGHTS, dated as of November 30, 2016, is executed and delivered to Red Giant, LLC, a Utah limited liability company (the "Purchaser"), by Trapcode, AB, a Swedish company (the "Seller"). All capitalized words and terms used in this Patent Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of the date hereof between the Assignor and the Assignee (the "Agreement").

WHEREAS, Seller is the owner of the trademarks and trademark rights identified on Schedule A hereto (the "Trademarks"); and

WHEREAS, pursuant to the Agreement, Seller has agreed to sell, assign, transfer and deliver to Purchase all right, title and interest in, to and under the Trademarks, free and clear of all Encumbrances;

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser hereby agree as follows:

- 1. Seller hereby irrevocably assigns to the Purchaser: (i) all right, title, and interest in and to the Trademarks, together with the goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Trademarks, for the Purchaser's own use and enjoyment and for the use and enjoyment of the Purchaser's successors, assigns, or other legal representatives.
- 2. Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Purchaser as the assignce and owner of any and all of the Seller's rights in the Trademarks.
- 3. Seller further agrees, for itself, its successors and assigns, at Purchaser's expense, to execute such further documents and to perform such further lawful acts as may reasonably be requested by Purchaser to effectuate this assignment.
- 4. This Trademark Assignment may be executed in multiple counterparts and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. For purposes of this Trademark Assignment, facsimile signatures (including by electronic scans delivered by electronic mail) shall be deemed originals, and the Parties agree to exchange original signatures as promptly as possible following delivery of such facsimile signatures.

[Signature Pages Follow]

DN

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed as of the date first above written.

Trapcode AB

Vame:

l'itle:

TRADEMARK REEL: 005935 FRAME: 0066

SCHEDULE A

RECORDED: 12/02/2016

Trademarks

Zacco Case Ref.	225855	225865	T225865JP00MAP	225865US	226874	T225865CN00MAP
Applicant	Trapcode AB	Trapcode AB	Trapcode AB	Trapcode AB	Trapcode AB	Trapcode AB
Registration Date Applicant	18 August 2010	17 March 2010	17 March 2010	31 May 2011	22 February 2011	17 March 2010
Registration	008909971	1036/35	1036135	1036135	3922496	1036135
Publication Date	3 May 2010		:		7 December 2010	
Cinsses	NICE CLASS: 9 3 May 2010	NICE CLASS: 9	NICE CLASS: 9	NICE CLASS: 9	NICE CLASS: 9	NICE CLASS: 9
Earliest	2010 2010	25 February 2010	25 February 2010	25 February 2010		25 February 2010
Application	Date 25 February 2010	17 March 2010	17 March 2010	17 March 2010	21 May 2010	17 March 2010
non	number 008909971	1036135			85/044960	
Trademark	TRAPCODE	TRAPCODE	TRAPCODE	TRAPCODE	PARTICULAR.	TRAPCODE
Country	Europeau Union TRAPCODE	Madrid Protocol	Japan	USA	USA	China

Used but not registered trademarks

Trademark	Tao ^{xM}	Milth	Shine TM	Form TM	Lux TM	Fchospace TM	3D Stroke TM	Sound Keys TM	Horizon TM	StarolowIM
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