

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM457391

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Shell Games, LLC		07/21/2015	Corporation : DELAWARE
RECEIVING PARTY DATA			
Name:	RockYou, Inc. LLC		
Street Address:	Two Embarcadero Center, Suite 1300 642 Harrison Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4504218	LUCKY SLOTS	
Registration Number:	4424881	LUCKY SLOTS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	212-548-2156		
Email:	flewis@mcguirewoods.com		
Correspondent Name:	Felicity Lewis		
Address Line 1:	1345 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10105		
NAME OF SUBMITTER:		Felicity Lewis	
SIGNATURE:		/Felicity Lewis/	
DATE SIGNED:		01/09/2018	
Total Attachments: 5			
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OP \$65.00 4504218

TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark and Copyright Assignment Agreement (“*Agreement*”), is entered into as of July 21, 2015 by and between Blue Shell Games, LLC, a Delaware limited liability company (“*Seller*”), and RockYou, Inc., a Delaware corporation (“*Purchaser*”).

RECITALS

A. Seller and Purchaser have concurrently herewith consummated the purchase by Purchaser of certain assets of Seller (the “*Purchased Assets*”) pursuant to the terms of that certain Asset Purchase and License Agreement of even date herewith, by and between Purchaser and Seller (the “*Purchase Agreement*”).

B. The Purchased Assets include, without limitation, the trademarks and copyrights set forth on Exhibit A attached hereto (the “*Registered IP*”).

AGREEMENT

NOW, THEREFORE, for and in consideration of the sale of the Purchased Assets and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, and in accordance with the terms and conditions set forth in the Purchase Agreement, Seller and Purchaser agree as follows:

1. Assignment. Seller, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to Purchaser all of Seller’s existing right, title and interest in and to (i) the Registered IP, (ii) the business to which the Registered IP pertains, (iii) all of Seller’s foreign and common law rights to the term “Lucky Slots” and (iv) all goodwill associated with such term and the Registered IP. The parties agree to execute any documents in any jurisdiction as may be required to accomplish the transfer and assignment of all right, title, interest and goodwill that Seller has on the Registered IP or the term “Lucky Slots” to Purchaser.

2. Registered IP Ownership; Prosecution of Infringements; Cooperation. Seller acknowledges that Purchaser is the sole and exclusive owner of, and has the sole and exclusive right to use, register and enforce the Registered IP and the term “Lucky Slots” as it is currently used or intended to be used by Seller. Each party shall reasonably cooperate with the other party, as is reasonably necessary in any investigation, action or proceeding against a trademark infringement, opposition, cancellation or other action involving the Registered IP.

3. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

4. Governing Law. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to any choice of law or conflicts of laws principles of such state; *provided, however,* that any aspects of this Agreement that are the subject matter of the United States Lanham Act shall be governed by the federal laws of the United States.

5. Attorneys' Fees. In any action brought to resolve a dispute or claim arising under or related to this Agreement, the prevailing party shall be entitled to recover its costs, including attorneys' fees actually incurred.

6. Entire Agreement. This Agreement and the Purchase Agreement contain the entire and only agreement between the parties and supersede all previous and contemporaneous oral and written agreements, discussions, communications, negotiations, commitments and writings with respect to the subject matter hereof. The terms and conditions of this Agreement may be altered, modified, changed or amended only by a paper writing executed by duly authorized representatives of the parties.

7. Waiver of Rights. The observance of any term of this Agreement may be waived only by a paper writing executed by a duly authorized representative of the party to be bound. Waiver of any provision of this Agreement, or the failure by either party to enforce any provision of this Agreement, will not be deemed a waiver of future enforcement of that or any other provision.

8. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect to the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Trademark and Copyright Assignment Agreement is executed as of the date first written above.

PURCHASER:

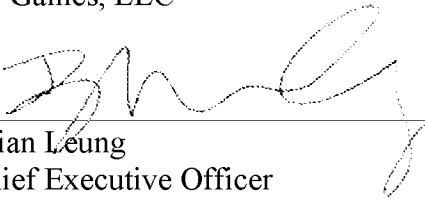
RockYou, Inc.

By: _____
Name: Lisa Marino
Title: Chief Executive Officer

Address: 303 2nd St.
Suite 200 South
San Francisco, CA 94107

SELLER:

Blue Shell Games, LLC

By:  _____
Name: Brian Leung
Title: Chief Executive Officer

Address: 2285 Broadway St #4
San Francisco, CA 94115

IN WITNESS WHEREOF, this Trademark and Copyright Assignment Agreement is executed as of the date first written above.

PURCHASER:

RockYou, Inc.

By: 

Name: Lisa Marino

Title: Chief Executive Officer

Address: 303 2nd St.
Suite 200 South
San Francisco, CA 94107

SELLER:

Blue Shell Games, LLC

By: _____

Name: Brian Leung

Title: Chief Executive Officer

Address: 2285 Broadway St #4
San Francisco, CA 94115

EXHIBIT A

Trademarks

Title	Class	Application No. / Application Date	Registration No. / Registration Date	Status	Country	Next Deadline
LUCKY SLOTS	09	85/864,569 3/1/2013	4504218 4/1/2014	Registered	United States of America	4/1/2020 – Section 8 & 15 Deadline 4/1/2024 – Section 8 & 9 Deadline
LUCKY SLOTS	41	85/864,586 3/1/2013	4424881 10/29/2013	Registered	United States of America	10/29/2019 – Section 8 & 15 Deadline 10/29/2023 – Section 8 & 9 Deadline

Copyrights

None.