

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM456751

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cold Iron Studios Entertainment, Inc.		01/03/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Twentieth Century Fox Film Corporation
Street Address:	10201 West Pico Blvd.
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90035
Entity Type:	Corporation: CALIFORNIA Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87139290	COLDIRON
Serial Number:	87162096	COLD IRON

CORRESPONDENCE DATA

Fax Number: 3109693095
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: (310) 369-7630
Email: tm@fox.com
Correspondent Name: Tina M. Pompey, Esq.
Address Line 1: P.O. Box 900
Address Line 4: Beverly Hills, CALIFORNIA 90213-0900

NAME OF SUBMITTER:	Tirzah Lowe
SIGNATURE:	/tirzah lowe/
DATE SIGNED:	01/03/2018

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment, effective as of January 3, 2018, is between Cold Iron Studios Entertainment, Inc., a California corporation with a principal place of business at 4 North 2nd Street, Suite 450, San Jose, CA, 95113, United States (“**Assignor**”), and Twentieth Century Fox Film Corporation, a Delaware limited liability company with a principal place of business at 10201 West Pico Boulevard, Los Angeles, CA, 90035, United States (“**Assignee**”).

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement, dated as of December 7, 2017 (the “**Purchase Agreement**”), by and among Assignor, Perfect World Entertainment Inc., a Delaware corporation, and FoxNext Acquisition Holdings, LLC, a Delaware limited liability company, pursuant to which, among other things, Assignor has agreed to execute and deliver this Assignment;

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as “**Trademarks**”) worldwide;

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignor is the owner of the federal trademark applications related to the Trademarks listed in Schedule B (hereinafter collectively referred to as “**Applications**”);

WHEREAS, Assignor wishes to confirm and ratify that it has transferred and assigned to Assignee all rights, title and interest in and to the Trademarks and Applications, including all national, state and foreign registrations, applications for registration and renewals and extensions thereof, all common law rights and goodwill related thereto, together with that portion of Assignor’s business associated with and symbolized by the Trademarks and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, to Assignee in accordance with the provisions of this Agreement, and Assignee wishes to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby transfers, conveys and assigns and ratifies that it has assigned all of its right, title and interest in and to the Trademarks and Applications, to Assignee, and Assignor agrees not to challenge the validity of Assignee’s ownership in the Trademarks or Applications at any time after the date hereof. Assignor further transfers, conveys and assigns to Assignee, without any additional consideration, all ownership, right, title and interest in and to that portion of Assignor’s business symbolized by the Trademarks and Applications, together with all goodwill associated with the foregoing.

2. Assignor further promises to execute and deliver to Assignee, upon reasonable request of Assignee and at the expense of Assignee, all other documents reasonably requested by Assignee to perfect and vest in Assignee all of Assignor's rights, title and interest in and to said Trademarks.

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EXECUTION VERSION

IN WITNESS WHEREOF, the undersigned have executed and delivered this Trademark Assignment Agreement as of the Closing Date.

**COLD IRON STUDIOS
ENTERTAINMENT, INC.**

By: 

Name: CRAIG LUNDBERG

Title: PRESIDENT

**TWENTIETH CENTURY FOX FILM
CORPORATION**

By: _____

Name:

Title:

[Cold Iron Trademark Assignment Signature Page]

**TRADEMARK
REEL: 006249 FRAME: 0127**

IN WITNESS WHEREOF, the undersigned have executed and delivered this Trademark Assignment Agreement as of the Closing Date.

**COLD IRON STUDIOS
ENTERTAINMENT, INC.**

By: _____
Name:
Title:

**TWENTIETH CENTURY FOX FILM
CORPORATION**

By: *J. M. Pomplpy*
Name: *Tina M Pomplpy*
Title: *Assistant Secretary*

Schedule A

Marks: COLDIRON
COLD IRON



Schedule B

Federal Trademark Applications:

Mark Name	Mark Type	Status	Application Number	Filing Date	International Classes
Coldiron	Word	Pending	87/139,290	08/15/2016	9, 41
Cold Iron	Word	Pending	87/162,096	09/06/2016	9, 41