

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Complex Media, Inc.		02/14/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ron Revog AG		
Street Address:	Gubelstrasse 11		
Internal Address:	c/o Sielva Management SA		
City:	Zug		
State/Country:	SWITZERLAND		
Postal Code:	6300		
Entity Type:	Company: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5253848	COLLIDER	
CORRESPONDENCE DATA			
Fax Number:	2124843990		
<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:	212-457-5432		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Arent Fox LLP		
Address Line 1:	1675 Broadway		
Address Line 2:	Michelle Mancino Marsh		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	038562.00028		
NAME OF SUBMITTER:	Michelle Mancino Marsh		
SIGNATURE:	/Michelle Mancino Marsh/		
DATE SIGNED:	04/18/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”), dated as of February 14, 2018 (the “**Effective Date**”), is entered into between COMPLEX MEDIA, INC., a Delaware corporation (“**Seller**”), and RON REVOG AG, a Swiss company (“**Buyer**”).

WHEREAS, Seller and Buyer are entering into that certain Asset Purchase Agreement, dated as of the Effective Date (the “**Purchase Agreement**”), pursuant to which Seller is conveying, transferring and assigning to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment. Seller is hereby irrevocably conveying, transferring and assigning to Buyer, and Buyer is hereby accepting, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registration set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademark**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Buyer. Following the Effective Date, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,

exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Buyer, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement relating to the Assigned Trademark are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Binding Effect. This Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

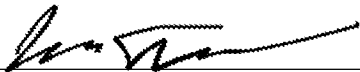
6. Governing Law; Jurisdiction. THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF NEW YORK FOR CONTRACTS ENTERED INTO AND TO BE PERFORMED ENTIRELY IN SUCH STATE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. EACH PARTY HERETO HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES CONSENTS TO PROCESS BEING SERVED BY ANY PARTY TO THIS ASSIGNMENT IN ANY SUIT, ACTION OR PROCEEDING BY DELIVERY OF A COPY THEREOF IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8.02 OF THE PURCHASE AGREEMENT.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first written above.

COMPLEX MEDIA, INC.

By: 
Name: Rich Antonello
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

RON REVOG AG

By: _____
Name:
Title:

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006316 FRAME: 0461

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RON REVOG AG

By:  _____
Name:
Title:

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006316 FRAME: 0462

Schedule 1

Assigned Trademark

Mark	Jurisdiction	Registration Number	Registration Date
COLLIDER	United States	5,253,848	August 1, 2017