

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490669

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Defy Media, LLC		08/23/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FPS Networks, Inc.		
<b>Street Address:</b>	1000 Fiske Street		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90272		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3326790	ADDICTING GAMES	
<b>Registration Number:</b>	2603706	SHOCKWAVE	
<b>Registration Number:</b>	3219212	SHOCKWAVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027197049		
<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>	2027197525		
<b>Email:</b>	dweslow@wileyrein.com		
<b>Correspondent Name:</b>	David E. Weslow		
<b>Address Line 1:</b>	1776 K Street, N.W.		
<b>Address Line 2:</b>	WILEY REIN LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	882300004		
<b>NAME OF SUBMITTER:</b>	David E. Weslow		
<b>SIGNATURE:</b>	/David E. Weslow/		
<b>DATE SIGNED:</b>	09/19/2018		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of August 23, 2018, is made by Defy Media, LLC, a Delaware limited liability company (“**Seller**”), in favor of FPS Networks, Inc., a corporation organized under the laws of the Province of Alberta, Canada (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of August 23, 2018 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned 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, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademarks, registrations and applications set forth on Schedule 1 hereto, together with any associated common law rights, and all goodwill associated therewith (the “**Trademarks**”); and

(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 date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, 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.

2. Recordation and Further Actions. Seller hereby authorizes the officials at the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the date hereof, 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 Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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 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 Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

DEFY MEDIA, LLC

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

Name: Gina DiGioia

Title: Secretary

Address for Notices: 1001 Avenue of the Americas  
Suite 701  
New York, NY 10018

AGREED TO AND ACCEPTED:

FPS NETWORKS, INC.

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

Name:

Title:

Address for Notices:

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

DEFY MEDIA, LLC

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

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

FPS NETWORKS, INC.

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

Name: *Bill Karamouris*

Title: *CEO*

Address for Notices:

*1000 Fiske St*

*Los Angeles, CA 90272*

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Registration/Application Number</b>
ADDICTING GAMES	Australia	Defy Media, LLC	1085982
ADDICTING GAMES	Canada	Defy Media, LLC	TMA743193
ADDICTING GAMES	European Union	Defy Media, LLC	004742607
ADDICTING GAMES	India	Defy Media, LLC	735118
ADDICTING GAMES	United States	Defy Media, LLC	3326790
SHOCKWAVE	European Union	Defy Media, LLC	005616875
SHOCKWAVE	United States	Defy Media, LLC	2603706
SHOCKWAVE	United States	Defy Media, LLC	3219212