

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RockYou, Inc.		01/31/2019	Corporation: DELAWARE
PLAYHAVEN, LLC		01/31/2019	Limited Liability Company: DELAWARE
FANBREAD, INC.		01/31/2019	Corporation: DELAWARE
GREE INTERNATIONAL, INC.		01/31/2019	Corporation: CALIFORNIA
HANDS-ON MOBILE, INC.		01/31/2019	Corporation: WASHINGTON
MMJK, INC.		01/31/2019	Corporation: DELAWARE
SOLITARY GAME LLC		01/31/2019	Limited Liability Company: DELAWARE
RY ACQUISITION II, LLC		01/31/2019	Limited Liability Company: DELAWARE
RY LT ACQUISITION CORP.		01/31/2019	Corporation: DELAWARE
RY CM ACQUISITION CORP.		01/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CL Media Holdings LLC		
Street Address:	60 East 42nd Street, Ste. 1400		
Internal Address:	Attn: Luke Gosselin		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10165		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2592351	CLUBMOM	
Registration Number:	2608079	CLUB MOM	
Registration Number:	3316341	CAFEMOM	
Registration Number:	4747392	CAFEMOM	
Registration Number:	3385159	SWEETPEAS	
Registration Number:	4566129	CAFEMOM PRESENTS MOM.COM	
Registration Number:	4527732	THE STIR	

OP \$840.00 2592351

Property Type	Number	Word Mark
Registration Number:	4527733	THE STIR
Registration Number:	4516285	THE PROWL
Registration Number:	5020283	VIVALA
Registration Number:	5047658	ATHENA
Registration Number:	5087970	REVELIST
Registration Number:	5189110	CLUB MOMME
Registration Number:	4349124	MOM.ME
Registration Number:	4349125	MOM.ME
Registration Number:	4818373	PURPLE CLOVER
Registration Number:	4998319	LITTLETHINGS.COM
Registration Number:	5270266	TRUTH BOMB MOM
Registration Number:	5178153	LITTLETHINGS LIVE
Registration Number:	4996756	
Registration Number:	4419547	LISTBLISS
Registration Number:	3419492	PUREPLAY
Registration Number:	3988594	MALL WORLD
Registration Number:	4968708	DAILYTOAST
Registration Number:	4504218	LUCKY SLOTS
Registration Number:	4424881	LUCKY SLOTS
Registration Number:	4028841	GALACTIC TRADER
Registration Number:	4467979	REWARD BASED GAMES
Registration Number:	4024965	ROCKYOU
Registration Number:	4024964	ROCKYOU
Registration Number:	4021649	ROCKYOU MEDIA
Registration Number:	4903551	SOLITAIRE ARENA
Serial Number:	86361677	THELITTLETHINGS

CORRESPONDENCE DATA

Fax Number:

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: 212-655-3320

Email: pwright@chapman.com

Correspondent Name: Chapman and Cutler LLP

Address Line 1: 1270 Avenue of the Americas, 30th Floor

Address Line 2: Patricia A. Wright

Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER: Patricia A. Wright

SIGNATURE: /Patricia A. Wright/

DATE SIGNED:	02/06/2019
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Total Attachments: 7

- source=RockYou - Trademark Assignment#page1.tif
- source=RockYou - Trademark Assignment#page2.tif
- source=RockYou - Trademark Assignment#page3.tif
- source=RockYou - Trademark Assignment#page4.tif
- source=RockYou - Trademark Assignment#page5.tif
- source=RockYou - Trademark Assignment#page6.tif
- source=RockYou - Trademark Assignment#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

RockYou, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 31, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: CL Media Holdings LLC, Attn: Luke Gosselin

Street Address: 60 East 42nd Street, Ste. 1400

City: New York

State: New York

Country: USA Zip: 10165

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule I attached to the Trademark Security Agreement

See Schedule I attached to the Trademark Security Agreement

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule I attached to the Trademark Security Agreement

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Attn: Patricia A. Wright

Street Address: 1270 Avenue of the Americas, 30th Fl.

City: New York

State: New York Zip: 10020

Phone Number: (212) 655-3320

Docket Number: _____

Email Address: pwright@chapman.com

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

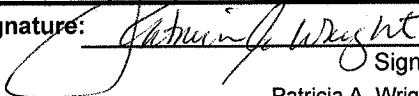
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Patricia A. Wright

Name of Person Signing

February 6, 2019

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES

<u>Party Name</u>	<u>Corporation State</u>
PLAYHAVEN, LLC	Delaware
FANBREAD, INC.	Delaware
GREE INTERNATIONAL, INC.	California
HANDS-ON MOBILE, INC.	Washington
MMJK, INC.	Delaware
SOLITARY GAME LLC	Delaware
RY ACQUISITION II, LLC	Delaware
RY LT ACQUISITION CORP.	Delaware
RY CM ACQUISITION CORP.	Delaware

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Trademark Assignment”), dated as of January 31, 2019, is made by RockYou, Inc., PlayHaven, LLC, Fanbread, Inc., Gree International, Inc., Hands-On Mobile, Inc., MMJK, Inc., Solitary Game LLC, RY Acquisition II, LLC, RY LT Acquisition Corp. and RY CM Acquisition Corp., (collectively, the “Assignors”), in favor of CL Media Holdings LLC (“Assignee”), which is acquiring certain assets of Assignors pursuant to a Foreclosure Agreement by and among Assignors, Assignee, and Centre Lane Partners Master Credit Fund II, L.P., as administrative agent, dated as of even date herewith (the “Foreclosure Agreement”).

WHEREAS, under the terms of the Foreclosure Agreement, Assignors have conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignors in partial satisfaction of the indebtedness owed by Assignors to Assignee, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignors agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignors’ right, title and interest in and to the following (the “Assigned Trademarks”):

(a) the trademark registrations, applications for registration and exclusive trademark licenses set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignors 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;

(d) all goodwill of the business connected with the use of, and symbolized by, each such Assigned Trademark; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Assignors hereby authorize the Commissioner of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Foreclosure Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Foreclosure Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Foreclosure 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 Foreclosure Agreement and the terms hereof, the terms of the Foreclosure Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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.

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

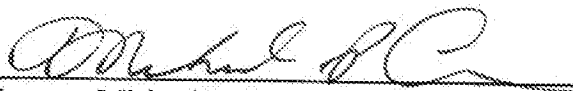
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, 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, Assignors have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNORS:

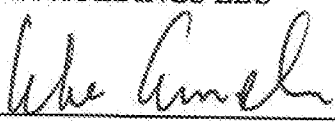
ROCKYOU, INC.
PLAYHAVEN, LLC
FANBREAD, INC.
GREE INTERNATIONAL, INC.
HANDS-ON MOBILE, INC.
MMJK, INC.
SOLITARY GAME LLC
RY ACQUISITION II, LLC
RY LT ACQUISITION CORP.
RY CM ACQUISITION CORP.

By: 
Name: Michael P. Caruso
Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

ASSIGNEE:

CL MEDIA HOLDINGS LLC

By: 
Name: Luke Gosselin
Title: Managing Director

SIGNATURE PAGE
TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 006551 FRAME: 0996

SCHEDULE 1

Assigned Trademark Registrations

Owner	Title and Description	Date of Application	Date of Registration	Pending Serial No.	Registered Trademark No.
RY CM Acquisition Corp.	CLUBMOM	1/5/2000	7/9/2002	75888488	2592351
RY CM Acquisition Corp.	CLUBMOM - DESIGN	11/13/2001	8/13/2002	76093807	2608079
RY CM Acquisition Corp.	CAFEMOM (WORD MARK)	1/19/2007	10/23/2007	77087028	3316341
RY CM Acquisition Corp.	CAFEMOM (DESIGN)	10/2/2014	6/2/2015	86412925	4747392
RY CM Acquisition Corp.	SWEETPEAS	7/9/2007	2/19/2008	77224943	3385159
RY CM Acquisition Corp.	CAFEMOM PRESENTS MOM.COM	5/13/2011	7/15/2014	85320348	4566129
RY CM Acquisition Corp.	THE STIR (WORD MARK)	7/26/2012	5/13/2014	85687337	4527732
RY CM Acquisition Corp.	THE STIR (DESIGN)	7/26/2012	5/13/2014	85687398	4527733
RY CM Acquisition Corp.	THE PROWL	5/8/2013	4/15/2014	85926437	4516285
RY CM Acquisition Corp.	VIVALA	6/17/2015	8/16/2016	86665291	5020283
RY CM Acquisition Corp.	ATHENA	9/19/2014	9/27/2016	86400086	5047658
RY CM Acquisition Corp.	REVELIST	9/13/2015	11/22/2016	86755217	5087970
RY LT Acquisition Corp.	CLUB MOMME			86849967	5189110
RY LT Acquisition Corp.	MOM.ME			85665529	4349124
RY LT Acquisition Corp.	MOM.ME (AND DESIGN BELOW)			85665353	4349125
RY LT Acquisition Corp.	PURPLE CLOVER			85957218	4818373
RY LT Acquisition Corp.	LITTLETHINGS.COM	1/19/2016	7/12/2016	86880049	4998319 I
RY LT	TRUTH BOMB MOM	1/4/2017	8/22/2017	87288919	5270266

Acquisition Corp.					
RY LT Acquisition Corp.	LITTLETHINGS LIVE	4/28/2016	4/4/2017	87018328	5178153
RY LT Acquisition Corp.	THELITTLETHINGS	8/8/2014	N/A	86361677	N/A
RY LT Acquisition Corp.	LITTLETHINGS SUN AND CLOUD LOGO (DESIGN)	11/4/2015	7/12/2016	86808864	4996756
RY LT Acquisition Corp.	LISTBLISS	6/29/2012	10/15/2013	4419547	County File No. 095459-0884643
MMJK, Inc.	PUREPLAY		2008/4/29		3419492
RockYou, Inc.	MALL WORLD		2011/7/5		3988594
Fanbread, Inc.	DAILYTOAST		2016/5/31		4968708
RockYou, Inc.	LUCKY SLOTS		2014/1/3		4504218
RockYou, Inc.	LUCKY SLOTS		2013/29/10		4424881
RockYou, Inc.	GALACTIC TRADER		2011/9/20		4028841
RockYou, Inc.	REWARD BASED GAMES		2014/1/14		4467979
RockYou, Inc.	ROCKYOU		2011/9/13		4024965
RockYou, Inc.	ROCKYOU		2011/9/13		4024964
RockYou, Inc.	ROCKYOU MEDIA		2011/9/6		4021649
Solitary Game LLC	SOLITAIRE ARENA		2016/2/23		4903551

SIGNATURE PAGE
TRADEMARK ASSIGNMENT