

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIANT MEDIA GROUP, INC.		09/01/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GAMMA ENTERTAINMENT INC.		
Street Address:	3300 Cote-Vertu, Suite 406		
City:	Montreal, QC		
State/Country:	CANADA		
Postal Code:	H4R2B7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3383925	DEVIL'S FILM	
CORRESPONDENCE DATA			
Fax Number:	5143347088		
<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:	5143340177		
Email:	copyright@gammae.com		
Correspondent Name:	Gamma Entertainment Inc.		
Address Line 1:	3300 Cote-Vertu		
Address Line 2:	Suite 406		
Address Line 4:	Montreal, QC, CANADA H4R2B7		
NAME OF SUBMITTER:	Bradley Massi		
SIGNATURE:	/Bradley Massi/		
DATE SIGNED:	09/09/2019		
Total Attachments: 4			
source=GE - GMG - Assignment#page1.tif			
source=GE - GMG - Assignment#page2.tif			
source=GE - GMG - Assignment#page3.tif			
source=GE - GMG - Assignment#page4.tif			

OP \$40.00 3383925

Appendix M –

Intellectual Property Assignment Agreement

This intellectual property assignment agreement (the “IP Agreement”) is made and entered into as of September 1, 2019 (the “Effective Date”), by and between

Gamma Entertainment Inc., (the “Purchaser”), a corporation with its business address located at 3300 Cote-Vertu Blvd., Suite 406, Montréal, QC, H4R 2B7, Canada;

-and-

Giant Media Group, Inc., (the “Seller”), a corporation with its business address located at 9145 Owensmouth Avenue, Chatsworth, California, 91311, USA,

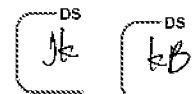
for the purchase of certain assets of the Seller under an asset purchase and license agreement between the Purchaser and the Seller, dated September 1, 2019 (the “APA”).

Under the terms of the APA, the Seller has conveyed, transferred, and assigned to the Purchaser, among other assets, certain intellectual property of the Seller, and has agreed to sign and deliver this assignment.

The parties therefore agree as follows:

Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably assigns the Buyer, and the Buyer hereby accepts, all the Seller’s interest in and to the following (the “Assigned IP”):

- i. all registered (listed at Appendix F) and common law trademarks (the “Trademarks”) used in connection with the Seller’s business, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- ii. all copyrights related to the Seller’s business (the “Copyrights”) listed at Appendix F;
- iii. all domain names listed at Appendix A;
- iv. all brands and sub-brands names listed at Appendix G;
- v. all rights of any kind of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- vi. all royalties, fees, income, payments, and other proceeds now or later due with respect to any of the foregoing; and
- vii. all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date of this agreement, including all rights to and claims for


 Initials

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 use for legal and equitable relief and to collect, or otherwise recover, any damages.

Section 2. Registrant Name Change. No later than September 6, 2019, the Seller will sign and deliver to the Purchaser all documents, papers, forms, and authorizations, and take those actions as are necessary in accordance with the procedures of the applicable Internet domain name registrars to effectuate and evidence the transfer of ownership and control (including administrative and technical access) to the Purchaser (or its designee) of all domains listed at Appendix A, and cause such domains to be registered in the Purchaser's (or its designee's) name with the domain name registrar of the Purchaser's choosing as the Purchaser designates in writing. As between the Seller and the Purchaser, the Purchaser will bear all fees charged by any transferring registrar, if any, in connection with the transfer of the domains to the Purchaser.

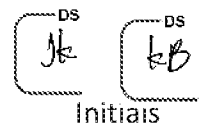
Section 3. Terms of Asset Purchase and License Agreement. The parties acknowledge that this IP Assignment is entered into under the APA, to which reference is made for a further statement of the rights and obligations of the Seller and the Purchaser with respect to the Assigned IP. The statements of fact, covenants, agreements, and indemnities contained in the APA will not be superseded by this IP Assignment but will remain in full effect to the full extent provided in the APA. If any conflict or inconsistency exists between the APA and this IP Assignment, the APA will govern.

Section 4. Further Assurances. The Seller shall timely sign and deliver any additional documents and perform those additional acts necessary or desirable to record and perfect the Purchaser's interest in the Assigned IP and will not enter into any agreement in conflict with this IP Assignment.

Section 5. Fees. The Seller shall also bear all fees related to assign and transfer the Assigned IP and renewal of the trademarks and copyrights for the Purchaser. All other fees specifically for trademark and copyright registration fees and annual domain registration fees shall be borne by the Purchaser.

Section 6. Binding Effect. This IP Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective legal representatives, successors and assigns.

Section 7. Governing Law. This IP Agreement shall be construed and enforced in accordance with the laws in force in the State of California.


Initials

Section 8. Counterparts. This IP Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this IP Agreement as of the Effective Date.

GAMMA ENTERTAINMENT INC.

GIANT MEDIA GROUP, INC.

DocuSigned by:
Karl Bernard
-----2111190F7D3A47D...
Karl Bernard

DocuSigned by:
James Kohls
-----28A364FFE03B412...
James Kohls

Approved by:

DocuSigned by:
Abboud Kassis, CPA, CMA
-----587FFF11D73549F...
Abboud Kassis, Chief Financial Officer

DS
JK

DS
KB

Initials



Appendix F – Trademarks and Copyrights

Trademarks

Country	Trademark	Serial No.
USA	DEVIL'S FILM	Reg. No.: 3,383,925

Copyrights

Owner	Full Title	Copyright Number
giant media group	<u>Gangland 85.</u>	PA0001888357
giant media group	<u>Gangland super gangbang 3.</u>	PA0001889195
Giant Media Group, Inc.	<u>18 and nasty : no. 4 & 55 other titles.</u>	V3628D736
Giant Media Group, Inc.	<u>18 year old pussy & 317 other titles; motion pictures.</u>	V3628D558
giant media group inc.	<u>50 guy cream pie 9.</u>	PA0001891482
giant media group inc.	<u>Americas next top tranny 16.</u>	PA0001858416
giant media group inc.	<u>Americas next top tranny 17.</u>	PA0001862711
giant media group inc.	<u>Americas next top tranny 18.</u>	PA0001889217
giant media group inc.	<u>Angelic asses.</u>	PA0001888377
giant media group inc.	<u>Angelic asses 2.</u>	PA0001889227
giant media group inc.	<u>Best of boffing the babysitter.</u>	PA0001891479
giant media group inc.	<u>Best of transsexual cheerleaders.</u>	PA0001888369
giant media group inc.	<u>Big titty milfs 20.</u>	PA0001858802
giant media group inc.	<u>Big titty milfs 21.</u>	PA0001891485
giant media group inc.	<u>Boffing the babysitter 16.</u>	PA0001862685
giant media group inc.	<u>Boffing the babysitter 17.</u>	PA0001888373
Giant Media Group, Inc.	<u>Canadian stripper search: no. 1 & 15 other titles.</u>	V3628D651
giant media group inc.	<u>Cuck em all.</u>	PA0001888379
giant media group inc.	<u>Cum on my hairy pussy 16.</u>	PA0001858421
giant media group inc.	<u>Devils gangbang: lisa ann vs. chanel preston.</u>	PA0001862704
giant media group inc.	<u>Don't tell my wife I assfucked the babysitter 12.</u>	PA0001858413
giant media group inc.	<u>Don't tell my wife I assfucked the babysitter 13.</u>	PA0001889249
giant media group inc.	<u>Fornication 101.</u>	PA0001891483
giant media group inc.	<u>Gangland 84.</u>	PA0001858390
giant media group inc.	<u>Gangland cream pie 26.</u>	PA0001858463



 Initials