900257022 06/04/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|---|
| Dmitri Bukhman SP | | 06/03/2013 | SOLE PROPRIETORSHIP: RUSSIAN FEDERATION |

RECEIVING PARTY DATA

| Name: | Playrix LLC | |
|-----------------|--|--|
| Street Address: | 52 Maltseva street, 5th floor | |
| City: | Vologda | |
| State/Country: | RUSSIAN FEDERATION | |
| Postal Code: | 160009 | |
| Entity Type: | E: LIMITED LIABILITY COMPANY: RUSSIAN FEDERATION | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Serial Number: | 77647386 | PLAYRIX |
| Registration Number: | 3660577 | PLAYRIX |

CORRESPONDENCE DATA

Fax Number: 8172560372

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: +7 8172 560372

Email: pasha.shatilov@playrix.com

Correspondent Name: Paul Shatilov
Address Line 1: 52 Maltseva street

Address Line 4: Vologda, RUSSIAN FEDERATION 160009

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

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| Address Line 2: Address Line 3: Address Line 4: | | |
|--|------------------|--|
| NAME OF SUBMITTER: | Dmitri Bukhman | |
| Signature: | /Dmitri Bukhman/ | |
| Date: | 06/04/2013 | |
| Total Attachments: 2 source=PLAYRIX Trademark Assignment Agreement_Dmitri Bukhman SP to Playrix_06032013#page1.tif source=PLAYRIX Trademark Assignment Agreement_Dmitri Bukhman SP to Playrix_06032013#page2.tif | | |

TRADEMARK
REEL: 005042 FRAME: 0210

PLAYRIX Trademark Assignment Agreement

(hereinafter referred to as "AGREEMENT")

г. Вологда

«16» мая 2013 г.

Dmitri Bukhman SP (hereinaster referred to as "TRADEMARK OWNER")

and

Playrix LLC, a Russian limited liability company represented by its CEO, Dmitri Bukhman (hereinafter referred to as "TRADEMARK ACQUIRER)

Hereinaster individually referred to as "Party" or jointly referred to as "Parties" have agreed about the following:

1. TRANSFER OF TRADEMARK

TRADEMARK OWNER IS THE OWNER OF THE PLAYRIX TRADEMARK, Serial TESS Number 77647386, Registration Number 3660577, Registration Date July 28, 2009, IC 009. US 021 023 026 036 038 and IC 041. US 100 101 107. Good and Services categories (hereinafter referred to as "TRADEMARK") assigns the TRADEMARK to TRADEMARK ACQUIRER on the terms set out below.

2. RIGHTS AND OBLIGATIONS

- 2.1. TRADEMARK OWNER warrants that it is the sole owner of all the rights in and to TRADEMARK and does not have any agreements with any third parties that would prevent TRADEMARK OWNER from fulfilling its obligations under this AGREEMENT or that would make this AGREEMENT invalid. TRADEMARK OWNER also warrants that there are no claims from any third parties in regard to TRADEMARK registration.
- 2.2. TRADEMARK ACQUIRER shall file a Trademark Assignment form with the USPTO within one (1) month of execution of this AGREEMENT.

3. PAYMENTS

- 3.1. TRADEMARK ACQUIRER shall pay 3300 (three thousand three hundred) United States dollars to TRADEMARK OWNER for acquiring the exclusive ownership rights in and to TRADEMARK.
- 3.2. TRADEMARK ACQUIRER shall send the payment (3300 USD) to TRADEMARK OWNER'S bank account within ten (10) business days of execution of this AGREEMENT.
- 3.3. In case TRADEMARK ACQUIRER decides at a later point to re-assign TRADEMARK it should first offer TRADEMARK to TRADEMARK OWNER under the terms of a separate agreement.

4. DISPUTE RESOLUTION

- 4.1. All disputes between the Parties related to this AGREEMENT shall be resolved through negotiation.
- 4.2. In case the disputes cannot be resolved through negotiation, the disputes shall be resolved in court of appropriate jurisdiction at the defendant's location.



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5. RESPONSIBILITIES OF THE PARTIES

- 5.1. The Party that has failed to fulfill its obligations under this AGREEMENT shall be liable in accordance with the Russian law.
- 5.2. Neither Party shall be liable for non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control (act of God, military acts, labor strike, civil commotion, fire, an epidemic, a governmental act preventing the Party from performing its obligations under this AGREEMENT etc).

6. MISCELLANEOUS

- 6.1. This AGREEMENT shall take effect once signed by both Parties.
- 6.2. This AGREEMENT is entered into on June 3, 2013 in two counterparts each of which shall have the same legal power.

7. ADDRESSES OF THE PARTIES

TRADEMARK OWNER
Dmitri Bukhman, Sole Proprietor

TRADEMARK ACQUIRER
Playrix LLC

72 Galkinskaya street, apt 91, Vologda, 160009, Russia 52 Maltseva street, 5th floor, Vologda, 160009, Russia

Company tax number: 352522889956

Company tax number: 3525220001

SIGNATURES OF THE PARTIES:

TRADEMARK OWNER

TRADEMARK ACQUIRER

Dmitri Bukhman

Dmitri Bukhman

CEO, Playrix LLC

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RECORDED: 06/04/2013