

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
	Atari, Inc.		07/17/2013	CORPORATION: DELAWARE
	Humongous, Inc.		07/17/2013	CORPORATION: DELAWARE
	California U.S. Holdings, Inc.		07/17/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA				
Name:	Epic Gear, LLC			
Street Address:	1600 Rosecrans Ave., 4th Floor			
City:	Manhattan Beach			
State/Country:	CALIFORNIA			
Postal Code:	90266			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 6				
	Property Type	Number	Word Mark	
	Registration Number:	3795619	BACKYARD SPORTS	
	Registration Number:	2993545	BACKYARD BASEBALL	
	Registration Number:	2747587	BACKYARD FOOTBALL	
	Registration Number:	2757107	BACKYARD HOCKEY	
	Registration Number:	3045552	BACKYARD SKATEBOARDING	
	Registration Number:	2993546	BACKYARD SOCCER	
CORRESPONDENCE DATA				
Fax Number:				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	310.275.0800			
Email:	KSutton@spcllp.com			
Correspondent Name:	Keith Sutton			
Address Line 1:	450 N. Roxbury Drive, Suite 700			

OP \$165.00 3795619

Address Line 4: Beverly Hills, CALIFORNIA 90210

NAME OF SUBMITTER:

Raffi V. Zerounian

Signature:

/sRaffi V. Zerounian/

Date:

09/27/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*Agreement*") is entered into as of the Closing Date, as defined in the Purchase Agreement, by and among Atari, Inc., a Delaware corporation, Atari Interactive, Inc., a Delaware corporation, Humongous, Inc., a Delaware corporation, and California U.S. Holdings, Inc., a California corporation (collectively, "*Assignors*") and Epic Gear, LLC ("*Assignee*"). Each capitalized term used and not otherwise defined herein has the meaning given to such term in that certain Purchase Agreement, dated as of July 17, 2013 (the "*Purchase Agreement*"), by and among Assignors, on the one hand, and Assignee, on the other hand.

WHEREAS, the Assignors hold certain right, title and interest in and to the Intellectual Property, which is set forth in Schedule 1 attached hereto;

WHEREAS, pursuant to the Sale Order and to the extent permitted by applicable law, on the terms and subject to the conditions set forth in the Purchase Agreement, the Assignors shall sell, convey, transfer, assign and deliver the Intellectual Property to Assignee; and

WHEREAS, the parties wish to confirm and memorialize their agreement with respect to the Intellectual Property, and through this Agreement, the parties are consummating said assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. The Assignors hereby convey, transfer, assign and deliver (collectively, the "*Assignment*") to Assignee all of Assignors' right, title and interest in, to and under:

a. the Intellectual Property and any and all goodwill associated therewith (as applicable); and

b. all Causes of Action for past or present infringement or misappropriation of Intellectual Property as of the Closing, including the Assignors' rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, but excluding insurance proceeds (regardless of whether such rights are currently exercisable).

2. Recordation of Assignment. The Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Assignee. Assignors authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state government officials to record and register this Agreement upon request by Assignee.

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3. Expenses. Except as otherwise expressly provided in the Purchase Agreement, Assignors and Assignee will each bear its own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

4. No Representations. The Assignors and Assignee acknowledge that, other than as expressly provided herein or in the Purchase Agreement, neither the Assignor nor the Assignee makes any representation or warranty whatsoever with respect to the subject matter contained herein or therein, express or implied.

5. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not party to this Agreement or to confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Interpretation. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

8. Amendments and Waivers. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state. The parties hereto agree that, during the period from the date hereof until the date on which Assignees' Chapter 11 Case is closed or dismissed (the "*Bankruptcy Period*"), any suit, action or proceeding, seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court. The parties further agree that, following the Bankruptcy Period, any suit, action or proceeding with respect to this Agreement or the transactions contemplated hereby shall be brought against any of the parties exclusively in either the United States District Court for the Southern District of New York or any state court of the State of New York located in such district, and each of the parties hereby irrevocably consents to the jurisdiction of such court and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the such courts or that any such suit, action or proceeding which is brought in such courts has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court, the United States District Court for the

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Southern District of New York or any state court of the State of New York. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 12.01 of the Purchase Agreement shall be deemed effective service of process on such party.

10. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed PDF copies exchanged via electronic mail or facsimile copies of this Agreement shall legally bind the parties to the same extent as original documents.

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Accepted and agreed as of the Closing Date:

ASSIGNEE:

EPIC GEAR, LLC

By: Jim Wagner
 Name: Jim Wagner
 Title: manager

Signature Page to IP Assignment Agreement

SCHEDULE 1

See Schedule 1.01 of the Purchase Agreement

TRADEMARK

REEL: 005119 FRAME: 0482

A	B	C	D	E	F	G	H	I	J
Company	Trademark	Territory	Application Number	Filing Date	Registration Number	Registration Date	Due Date	Class Number	Ownership Status
1									
2									
3	HUMONGOUS, INC.	United States	77836602	SEP-28-2009	3795619	JUN-01-2010	JUN-01-2016	Class 09 (Electrical & Scientific apparatus)	Registered
4									
5	HUMONGOUS, INC.	United States	77836602	SEP-28-2009	3795619	JUN-01-2010	JUN-01-2020	Class 09 (Electrical & Scientific apparatus)	Registered
6									
7	HUMONGOUS, INC.	United States	75817069	JUL-07-1999	2993545	SEP-13-2005	SEP-13-2015	Class 09 (Electrical & Scientific apparatus)	Registered
8									
9	HUMONGOUS, INC.	United States	75753029	JUL-15-1999	2747587	AUG-05-2003	AUG-05-2013	Class 09 (Electrical & Scientific apparatus)	Registered
10									
11	HUMONGOUS, INC.	United States	76332144	OCT-30-2001	2757107	AUG-26-2003	AUG-26-2013	Class 09 (Electrical & Scientific apparatus)	Registered
12									
13	HUMONGOUS, INC.	United States	78509805	NOV-02-2004	3045552	JAN-17-2006	JAN-17-2016	Class 09 (Electrical & Scientific apparatus)	Registered
14									
15	HUMONGOUS, INC.	United States	75817071	OCT-07-1999	2993546	SEP-13-2005	SEP-13-2015	Class 09 (Electrical & Scientific apparatus)	Registered