

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Project Horizon, Inc.		10/01/2013	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	INMOTION ENTERTAINMENT GROUP, LLC
<b>Street Address:</b>	4801 Executive Park Court, Suite 100
<b>City:</b>	Jacksonville
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32216
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3773533	INMOTION ENTERTAINMENT
Registration Number:	3776619	INMOTION ENTERTAINMENT
Registration Number:	3674900	INMOTION ENTERTAINMENT
Registration Number:	3801663	HEADPHONE HUB
Registration Number:	3801664	HEADPHONE HUB
Registration Number:	3750430	PLAYZONE
Registration Number:	3712933	PLAYPOINT
Registration Number:	1957588	ALTITUNES

**CORRESPONDENCE DATA**

Fax Number: 2124464900  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2124464800  
 Email: hayley.smith@kirkland.com  
 Correspondent Name: Kirkland & Ellis LLP

CH \$215.00 3773533

Address Line 1: Attn Hayley Smith, Sr. Legal Assistant  
Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35621-114 (HS)

NAME OF SUBMITTER: Hayley Smith

Signature: //Hayley Smith//

Date: 10/08/2013

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "**Assignment**") is effective as of October 1, 2013 (the "**Effective Date**"), and entered into between **PROJECT HORIZON, INC.**, a Florida corporation ("**Assignor**"), and **INMOTION ENTERTAINMENT GROUP, LLC**, a Delaware limited liability company ("**Assignee**").

**RECITALS**

A. Assignor owns all right, title and interest in and to certain trademark applications and registrations, including, but not limited to, the trademark registrations and applications identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the "**Marks**");

B. Assignee has agreed to purchase from Assignor, and Assignor agreed to sell to Assignee, substantially all of Assignor's assets (the "**Transaction**"), including, but not limited to, all of Assignor's right, title, and interest in and to the Marks, pursuant to that certain Asset Purchase Agreement dated May 3, 2013, as amended and reinstated on August 29, 2013 (the "**Purchase Agreement**").

C. Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing.

D. Pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

**AGREEMENT**

Assignor and Assignee agree as follows:

1. Recitals. The recitals above are true and correct and are incorporated herein by reference.
2. Assignment. Assignor hereby irrevocably sells, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
3. Recording. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Assignor's Representations and Warranties. Assignor hereby represents, warrants and covenants that it has all rights necessary to enter into this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard for conflict of laws principles.

6. Amendments. This Assignment shall not be amended or modified except by a written document signed by all of the parties.

7. Entire Agreement. This Assignment, the Purchase Agreement, and the documents concerning the Transaction executed in connection with or contemplated by the Purchase Agreement constitute all of the agreements between Assignor and Assignee concerning the subject matter of this Assignment and supersede all prior agreements, whether written or oral, concerning the subject matter of this Assignment.

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

9. Further Assurances. In addition to this Assignment, Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (a) the preparation of any application for registration or any application for renewal of any Mark; (b) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (d) effectuating and implementing this Assignment.

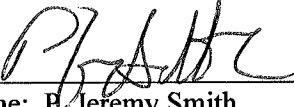
10. Counterparts. This Assignment may be executed in any number of counterparts delivered by e-mail, fax, or other electronic means. Counterpart signature pages transmitted via e-mail, fax, or other electronic means shall be deemed to be originals and shall collectively constitute one, original Assignment for all purposes.

*[Remainder of Page Intentionally Left Blank - Signatures Follow]*

Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

**PROJECT HORIZON, INC.,** a Florida corporation

By:   
Name: R. Jeremy Smith  
Title: President

**ASSIGNEE:**

**INMOTION ENTERTAINMENT GROUP, LLC,** a Delaware limited liability company

By: InMotion Entertainment Holdings, LLC, its Sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

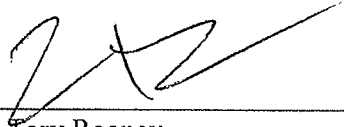
**PROJECT HORIZON, INC.**, a Florida  
corporation

By: \_\_\_\_\_  
Name: P. Jeremy Smith, Jr.  
Title: President



**ASSIGNEE:**


**INMOTION ENTERTAINMENT GROUP,  
LLC**, a Delaware limited liability company

By: InMotion Entertainment Holdings, LLC, its  
Sole Member



By:  \_\_\_\_\_  
Name: Tory Rooney  
Title: Co-Secretary

Schedule AMarks

<u>Description of Intellectual Property</u>	<u>Owner</u>	<u>Registered or Unregistered</u>	<u>Filing Particulars</u>	<u>Filing Date and or Registration Date</u>
<u>Trademark</u>  Word Mark: INMOTION ENTERTAINMENT	Project Horizon, Inc.	Registered (Live)	Serial No. 78/573115  Registration No. 3,773,533	Filing Date: 02/23/2005  Registration: 04/06/2010
<u>Trademark</u>  Image:   Description of Mark: Color is not claimed as a feature of the mark. The mark consists of the word "INMOTION" is above the word "ENTERTAINMENT". The first "O" resembles the "play" button on a playback machine.	Project Horizon, Inc.	Registered (Live)	Serial No. 77/034521  Reg. No. 3,776,619	Filing Date: 11/01/2006  Registration: 04/20/2010
<u>Trademark</u>  Image:   Description of Mark: Color is not claimed as a feature of the mark. The mark consists of The word "INMOTION" above the word "ENTERTAINMENT". The first "O" has the appearance of a "play" button on a playback machine.	Project Horizon, Inc.	Registered (Live)	Serial No. 77/034477  Registration No. 3,674,900	Filing Date: 11/01/2006  Registration: 09/01/2009
<u>Trademark</u>	Project Horizon, Inc.	Registered (Live)	Serial No.	Filing Date:

<u>Description of Intellectual Property</u>	<u>Owner</u>	<u>Registered or Unregistered</u>	<u>Filing Particulars</u>	<u>Filing Date and or Registration Date</u>
<b>Wordmark:</b> HEADPHONE HUB			77/573013  Registration No. 3,801,663	09/18/2008  Registration: 06/15/2010
<b>Trademark</b>    <b>Image:</b> <b>Description of Mark:</b> Color is not claimed as a feature of the mark. The mark consists of the wording "headphone hub" in which the "o" in "headphone" is formed by a circle containing a triangle in the shape of a play button and is surrounded by headphones with a cord that extends to the "h" in "hub".	Project Horizon, Inc.	Registered (Live)	Serial No. 77/573046  Registration No. 3,801,664	Filing Date: 09/18/2008  Registration: 06/15/2010
<b>Trademark</b>  <b>Wordmark:</b> PLAYZONE	Project Horizon, Inc.	Registered (Live)	Serial No. 77/517071  Registration No. 3,750,430	Filing Date: 7/8/2008  Registration: 2/16/2010
<b>Trademark</b>  <b>Wordmark:</b> PLAYPOINT	Project Horizon, Inc.	Registered (Live)	Serial No. 77/517046  Registration No. 3,712,933	Filing Date: 7/8/2008  Registration: 11/17/2009
<b>Trademark</b>  <b>Wordmark:</b> ALTITUNES	Project Horizon, Inc.	Registered (Live)	Serial No. 74/627066  Registration No. 1,957,588	Filing Date: 1/30/1995  Registration: 2/20/1996  Renewed: 5/2/2006



<u>Description of Intellectual Property</u>	<u>Owner</u>	<u>Registered or Unregistered</u>	<u>Filing Particulars</u>	<u>Filing Date and or Registration Date</u>
<u>Trademark</u>  Image:  	N/A	Not Registered	N/A	N/A
<u>Trademark</u>  Image:  	N/A	Not Registered	N/A	N/A
<u>Trademark</u>  Wordmark: INMOTION ENTERTAINMENT	Project Horizon, Inc.	Registered (Dead)	Serial No. 78/573154  Registration No. 2,427,891	Filing Date: 2/23/2005  Abandonment Date: 9/12/2009
<u>Trademark</u>  Wordmark: INMOTION	Project Horizon, Inc.	Registered (Dead)	Serial No. 78/573134  Registration No. 2,427,891	Filing Date: 2/23/2005  Abandonment Date: 7/22/2008
<u>Trademark</u>  Character Mark INMOTION	Project Horizon, Inc.	Registered (Dead)	Serial No. 78/573083	Filing Date: 2/23/2005  Abandonment Date: 6/23/2009
<u>Trademark</u>  Word Mark: INMOTION PICTURES	Project Horizon, Inc.	Registered (Dead)	Serial No. 75/609076  Registration No. 2,427,891	Filing Date: 12/21/1998  Cancellation Date: 09/16/11