

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gamefly, Inc.		03/11/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Flame Labs LLC		
Street Address:	880 Franklin Street		
Internal Address:	#309		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94102		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78749621	MOBYGAMES	
CORRESPONDENCE DATA			
Fax Number:	7145135130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7145135100		
Email:	mwisniewski@sheppardmullin.com		
Correspondent Name:	Michelle LaVoie Wisniewski		
Address Line 1:	650 Town Center Drive		
Address Line 2:	4th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	04LR-106038		
NAME OF SUBMITTER:	Michelle LaVoie Wisniewski		
SIGNATURE:	/mlw/		
DATE SIGNED:	03/12/2014		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of December 18, 2013 (the "Effective Date") by and between GameFly, Inc., a Delaware corporation ("Assignor") and Blue Flame Labs LLC, a California limited liability company ("Assignee"). Assignor and Assignee may be collectively referred to as the "Parties."

RECITALS

WHEREAS, Assignor owns all right, title, and interest in and to Registration No. 3,157,953 for the trademark MOBYGAMES in connection with "Entertainment services, namely, providing an online searchable database of video game information, consisting of title, year, release date, platform, genre, cover art, screenshots, company advertising, box covers, trivia, technical requirements, publishers, developers and reviews; providing online reviews and ratings of video games" in Class 41 (the "Mark").

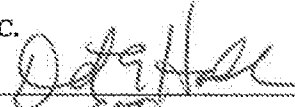
WHEREAS, Assignee desires to obtain from Assignor, and Assignor desires to assign to Assignee, all of Assignor's right, title and interest in and to the Mark as set forth in that certain Asset Purchase Agreement dated as of the date hereof, pursuant to which the Assignor among other things has agreed to transfer the Mark to Assignee.

ASSIGNMENT

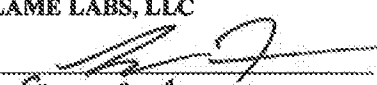
NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Mark, including without limitation any and all registrations, applications, and/or common law rights together with all of the goodwill of Assignor's business symbolized by or associated with the Mark, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements. This Assignment may be executed in counterparts. Signatures to this Assignment may be communicated and delivered by facsimile transmission.

IN WITNESS WHEREOF, the Parties hereto have each caused this Assignment to be duly executed as of the Effective Date.

**ASSIGNOR,
GAMEFLY, INC.**

By: 
Title: CEO
Date: 3/11/14

**ASSIGNEE,
BLUE FLAME LABS, LLC**

By: 
Title: founder
Date: 3/11/14