

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319743

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RayV Inc.		06/13/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Whip Networks, Inc.		
<b>Street Address:</b>	9560 Wilshire Blvd., Suite Penthouse		
<b>Internal Address:</b>	c/o Raine Capital		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90212		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86211885	WHIPCLIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP, c/o Julie Dalke		
<b>Address Line 1:</b>	650 Town Center Dr, 20th floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	054588-6-US001		
<b>NAME OF SUBMITTER:</b>	Adam Kummins		
<b>SIGNATURE:</b>	/Adam Kummins/		
<b>DATE SIGNED:</b>	10/10/2014		
<b>Total Attachments: 3</b>			
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# CONFIRMATORY TRADEMARK ASSIGNMENT AND CONVEYANCE AGREEMENT

This Confirmatory Trademark Assignment Agreement (the "Agreement") is effective as of June 13, 2014 by and between RayV Inc., a Delaware corporation, ("Assignor") and Whip Networks, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor intends to adopt, and has filed Trademark Application Serial No. 86/211885 for, the mark WHIPCLIP (such mark and application and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement, in each case to the extent (if any) that such other rights exist, the "Trademark");

WHEREAS, Assignor may have acquired goodwill in the business associated with and symbolized by the Trademark;

WHEREAS, Assignor and Assignee are parties to that certain Master Separation Agreement dated June 11, 2014 (the "Master Separation Agreement"), pursuant to which Assignor is to assign to Assignee various assets, including without limitation the Trademark;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark owned by Assignor in the United States in accordance with the Master Separation Agreement; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark in the United States and any and all goodwill related thereto (to the extent any such goodwill exists) in accordance with the Master Separation Agreement;

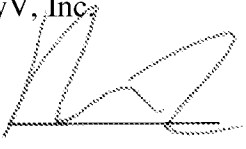
NOW, THEREFORE, for good and adequate consideration as set forth in the Master Separation Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark in the United States; together with the business and goodwill (if any) symbolized by said Trademark.

Assignor authorizes the recordation of this Trademark Assignment with the United States Patent and Trademark Office and any other applicable registry or government office necessary to effect the sale, conveyance, transfer, assignment and delivery of the Trademark. If there is any conflict or inconsistency between this Agreement and the Master Separation Agreement, then the Master Separation Agreement will control and will resolve such conflict or inconsistency.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Assignment as of the date first written above.

**ASSIGNOR**

RayV, Inc.

By: 

Name: Ron Zuckerman

Date: June 13, 2014

**ASSIGNEE**

Whip Networks, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the date first written above.

**ASSIGNOR**

RayV, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNEE**

Whip Networks, Inc.

By: \_\_\_\_\_

Name: Richard Rosenblatt, President and CEO

Date: 6/13/14