

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348887

<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>
FanTalk Media LLC		01/12/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Patrick Brady		
<b>Street Address:</b>	17256 Palisades Circle		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90272		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3915184	FANTALKTV	
<b>Registration Number:</b>	3915183	FANTALKTV	
<b>Registration Number:</b>	3915182	FANTALKTV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Phone:</b>	310-975-9276		
<b>Email:</b>	patrickjbrady@gmail.com		
<b>Correspondent Name:</b>	Patrick Brady		
<b>Address Line 1:</b>	3166 S Barrington Ave #206		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90066		
<b>NAME OF SUBMITTER:</b>	Patrick Brady		
<b>SIGNATURE:</b>	/patrick brady/		
<b>DATE SIGNED:</b>	07/22/2015		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of January 12, 2010, is made by FANTALK MEDIA, LLC ("Assignor"), a California limited liability company, in favor of PATRICK BRADY ("Assignee"), individually.

### RECITALS

WHEREAS, Assignor desires to sell, convey, transfer and assign to Assignee, any and all intellectual property of Assignor; and

WHEREAS, Assignee desires to purchase and accept the assignment, conveyance and transfer of certain intellectual property of Assignor; and

WHEREAS, Assignor desires to execute and deliver this IP Assignment (or a redacted version hereof to protect certain confidential and proprietary information) for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office in connection with same.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Sale, Conveyance, Transfer and Assignment.

(a) Assignor hereby perpetually, irrevocably, and unconditionally sells, assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the "Assigned Property" (as defined herein).

(i) "Assigned Property" means any and all of the "Intellectual Property" (as defined herein) of Assignor including, but not limited to, the property listed in Exhibit A and all "Intellectual Property Rights" (as defined herein) forming a part of, embodied, in or necessary for use of the Intellectual Property.

(ii) "Intellectual Property" means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, mask works, and sound recordings (collectively "Works of Authorship"); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items (collectively, "Inventions"); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features (collectively "Trademarks"); and information that is not generally known or readily

ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques (collectively “**Confidential Information**”).

(iii) “**Intellectual Property Rights**” means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in mask works and databases and rights granted under the Copyright Act, copyright registrations, applications for registration and all issuances, extensions and renewals thereof (“**Copyrights**”); rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act including, but not limited to, any patents and patent applications related to any of the Intellectual Property and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (“**Patent Rights**”); rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act including, but not limited to, any trademark registrations and applications related to any of the Intellectual Property together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (“**Trademark Rights**”); rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act (“**Trade Secret Rights**”); rights in, arising out of, or associated with a person’s name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity (“**Personality Rights**”); rights of attribution and integrity and other moral rights of an author (“**Moral Rights**”); rights in, arising out of, or associated with domain names (“**Domain Name Rights**”); and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

(b) Assignor further perpetually, irrevocably, and unconditionally sells, assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including, but not limited to, all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements.

(c) Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Assigned Property.

(d) Assignor further perpetually, irrevocably, and unconditionally sells, assigns, transfers, and conveys to Assignee any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) Assignor further perpetually, irrevocably, and unconditionally sells, assigns, transfers, and conveys to Assignee any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and

claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Consideration. In consideration of the sale, conveyance, transfer and assignments made by Assignor to Assignee under this Agreement, Assignee will pay Assignor One Dollar (\$1).

3. Confidentiality. Assignor must not use any Confidential Information assigned as part of the Assigned Property except for the benefit of Assignee. Assignor must not disclose such Confidential Information to third parties. Assignor must take reasonable steps to maintain the confidentiality and secrecy of such Confidential Information and to prevent the unauthorized use or disclosure of such Confidential Information. Any breach of these restrictions will cause irreparable harm to Assignee and will entitle Assignee to injunctive relief in addition to all applicable legal remedies.

4. Representations and Warranties. Assignor represents and warrants to Assignee the following:

(a) Assignor exclusively owns all right, title, and interest in and to the Assigned Property;

(b) Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party;

(c) The Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer;

(d) To Assignor's knowledge, the Intellectual Property that is assigned as part of the Assigned Property does not infringe Intellectual Property Rights of any third party; and

(e) There are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

5. Indemnification. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; Assignor's use of the Assigned Property prior to the date of this Agreement; or Assignor's failure to perform its obligations under this Agreement.

6. Further Assurances; Assistance. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Property is properly assigned to

Assignee, or any assignee or successor thereto. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

(a) to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same;

(b) to defend any judicial, opposition, or other proceedings in respect of such applications and any judicial, opposition, or other proceedings or petitions or applications for revocation of such Intellectual Property Rights; and

(c) to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

7. Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned Property, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and Assignee's representatives and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

## 8. Miscellaneous

8.1 Injunctive Relief. A breach of this Agreement may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this Agreement by Assignor without showing or proving actual damages.

8.2 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee. Assignee may assign this Agreement in its discretion.

8.3 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of California without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Los Angeles, California.

8.4 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

8.5 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

8.6 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

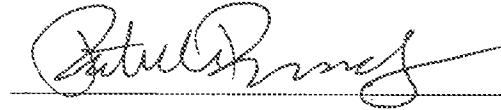
8.7 Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

*[signature page follows]*

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

ASSIGNOR

FANTALK MEDIA, LLC  
A California limited liability company

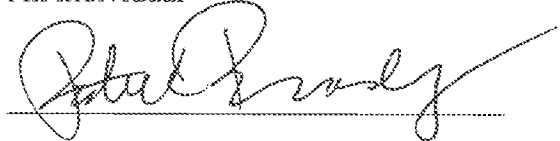
A handwritten signature in cursive script, appearing to read "Patrick Brady", is written over a horizontal dotted line.

By: Patrick Brady  
Title: President and Manager

AGREED TO AND ACCEPTED:

ASSIGNEE

PATRICK BRADY  
An individual

A handwritten signature in cursive script, appearing to read "Patrick Brady", is written over a horizontal dotted line.

By: Patrick Brady, Individually



Exhibit A

**Assigned Property**

1. FANTALKTV (standard characters mark)(Registration No. 3915184) in International Class 42 for "Computer services, namely, hosting online web facilities for others, for mobile telephones, and for Internet-enabled televisions, tablet PCs, PDAs, media players and e-Readers, to engage in interactive discussions about live television programming and events; Creating online communities for registered users to discuss live television programming and engage in social networking."
2. FANTALKTV (standard characters mark)(Registration No. 3915183) in International Class 38 for "Providing online chat rooms and messaging services for the transmission of messages among computer users and mobile telephone and handheld electronic computing device users concerning live television programming and events."
3. FANTALKTV (standard characters mark)(Registration No. 3915182) in International Class 35 for "Advertising and promotion services, namely, providing advertising space on the Internet and mobile phones; Advertising services, namely, promoting the goods and services of others."
4. fantalktv.com domain
5. fantalk.tv domain