

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373362

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Creative Drive, Inc.		01/21/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sandbox Studio, LLC		
<b>Street Address:</b>	250 Hudson Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2346971	SANDBOX STUDIO	
<b>Serial Number:</b>	86832478	CREATIVEDRIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	036757.006		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter, III		
<b>SIGNATURE:</b>	/jes/		
<b>DATE SIGNED:</b>	02/16/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”), dated as of January 21, 2016, is made by Creative Drive, Inc., a Delaware corporation (“**Assignor**”), located at 800 Concar Drive, Suite 100, San Mateo, CA 94402, in favor of Sandbox Studio, LLC, a Delaware limited liability company (“**Assignee**”), located at 250 Hudson St., New York, NY 10013.

**WHEREAS**, Assignor is the sole and exclusive owner of the unencumbered right, title, and interest in and to the trademarks, trademark registrations, and trademark applications set forth on Schedule A hereto (hereinafter “**Trademarks**”), together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all rights appurtenant thereto; and

**WHEREAS**, Assignor desires to transfer its right, title and interest in and to said Trademarks to Assignee and Assignee desires to acquire Assignor’s right, title, and interest in and to said Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all rights appurtenant thereto.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably grants, sells, transfers, conveys, assigns and sets over to Assignee, its successors and assigns, free of all encumbrances, all of Assignor's right, title, and interest in perpetuity in and to the Trademarks in the United States and worldwide, including the following (collectively, the “**Additional Rights**”):

(a) the goodwill of the business connected with the use of and symbolized by the Trademarks, and with respect to United States intent-to-use trademark applications, the portion of Assignor’s business to which such trademarks pertain and that business is ongoing and existing;

(b) all registrations, applications, domain names, and common law rights, if any, all rights to apply and rights of priority to apply for registration, and all issuances, extensions and renewals thereof;

(c) 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;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world;

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on 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; and

(f) said Trademarks and other foregoing rights to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Trademarks and Additional Rights including, but not limited to, assignments, transfers and related powers of attorney, and to obtain, maintain, perfect, and protect the Trademarks and Assignee's rights therein.

3. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. **This Trademark Assignment and all matters arising out of or relating to this Trademark Assignment shall be solely governed by and construed in accordance with the laws of the United States and the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction), and Assignor and Assignee consent to personal and exclusive jurisdiction of and resolution by the state and federal courts located within the State of North Carolina in connection with any disputes, litigation, or lawsuits related to this Trademark Assignment.**

(d) Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

[Remainder of page intentionally left blank; signature page follows]

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

Creative Drive, Inc.

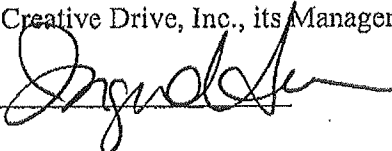
By 

Name: Ingrid C. Swenson

Title: Treasurer and Secretary

Sandbox Studio, LLC

By: Creative Drive, Inc., its Manager

By 

Name: Ingrid C. Swenson

Title: Treasurer and Secretary

SCHEDULE A

TRADEMARKS

Trademark Registration

Mark	Reg. No.	Reg. Date
SANDBOX STUDIO	2346971	05/02/00

Trademark Application

Mark	Appl. No.	Filing Date
CREATIVEDRIVE	86832478	11/25/15