

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roxy Friday, LLC		12/17/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	inXile Entertainment, Inc.		
Street Address:	2727 Newport Boulevard		
Internal Address:	Suite 100		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92663		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4801395	VAN BUREN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	714-641-5100		
Email:	trademarks@rutan.com		
Correspondent Name:	Lindsay J. Hulley c/o Rutan & Tucker LLP		
Address Line 1:	611 Anton Boulevard		
Address Line 2:	14th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022069.0006		
NAME OF SUBMITTER:	Lindsay J. Hulley		
SIGNATURE:	/Lindsay J. Hulley/		
DATE SIGNED:	12/17/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made and entered into as of December 17th, 2018 (the "**Effective Date**") by and between Roxy Friday, LLC, a California limited liability company, with a principal place of business at 2727 Newport Boulevard, Suite 100, Newport Beach, California 92663 ("**Assignor**"), and inXile Entertainment, Inc., a Delaware corporation, with a principal place of business at 2727 Newport Boulevard, Suite 100, Newport Beach, California 92663 ("**Assignee**").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks and trademark registrations on the attached Schedule A, and the goodwill appertaining thereto and incorporated herewith, and all other rights appurtenant, including without limitation common law rights, title and interest (collectively, the "**Assigned Trademarks**");

WHEREAS, it is Assignor's intention to assign and transfer to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademarks to Assignee;

WHEREAS, it is Assignee's desire to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks; and

WHEREAS, Assignee is the successor to the portion of the business to which the Assigned Trademarks pertain, and that business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16.

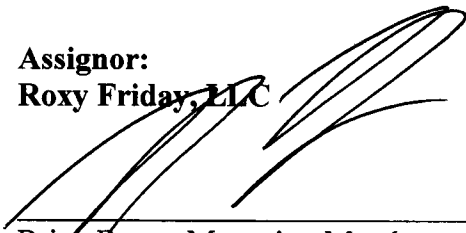
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, and sets over to Assignee its entire right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized in the Assigned Trademarks, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or 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 income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor agrees to execute any further papers as may be necessary and proper to vest full title in and to the Assigned Trademarks and other corresponding rights in the Assignee. Assignor hereby consents to the recordation of this Assignment with the United States Patent and Trademark Office and any other territories as appropriate. Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

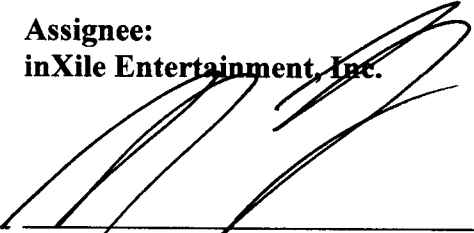
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Assignor:
Roxy Friday, LLC



Brian Fargo, Managing Member

Assignee:
inXile Entertainment, Inc.



Brian Fargo, President

Schedule A

Trademark	Country	Application No. Registration No.	International Class
VAN BUREN	United States	86426870 4801395	9
VAN BUREN	EU	013395041 013395041	9
MEANTIME	EU	013460589 013460589	9