

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GameFly, Inc.		10/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GameFly Holdings		
Street Address:	1401 Northwest 136th Street, Suite 100		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2858858	GAMEFLY	
Registration Number:	2746496	GAMEFLY	
Registration Number:	4463670	GAMEFLY	
Registration Number:	4985191	GAMEFLY	
Registration Number:	5019036	GAMEFLY	
Registration Number:	4985190	GAMEFLY STREAMING	
Registration Number:	5019035	GAMEFLY STREAMING	
Registration Number:	4456167	GF	
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:	9492251170		
Email:	sally.magruder@aent.com		
Correspondent Name:	Jeff Walker		
Address Line 1:	30 Corporate Park, Suite 207		
Address Line 4:	Irvine, CALIFORNIA 92606		
NAME OF SUBMITTER:	Jeff Walker		
SIGNATURE:	/jeff walker/		

OP \$215.00 2858858

DATE SIGNED:	12/26/2019
---------------------	------------

Total Attachments: 3

source=2019 10_31 GameFly Holdings_GarmeFly Inc Trademark Assignment Agreement Executed#page1.tif

source=2019 10_31 GameFly Holdings_GarmeFly Inc Trademark Assignment Agreement Executed#page2.tif

source=2019 10_31 GameFly Holdings_GarmeFly Inc Trademark Assignment Agreement Executed#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of October 31, 2019 (the "Effective Date"), is between GameFly, Inc. (the "Assignor") and GameFly Holdings, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 31, 2019 (the "Asset Purchase Agreement"); and

WHEREAS, Assignor is the owner of all of the right, title and interest, including all of the goodwill associated therewith, in and to certain trademarks, service marks, applications therefor and trade names, both registered and under common law used by Assignor in connection with its business, as listed in Schedule A (collectively, the "Trademarks"); and

WHEREAS, Assignor agrees to assign, transfer and sell Assignor's entire right, title and interest in and to the Trademarks to Assignee; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for One Dollar (\$1.00) and other fair and good consideration, Assignor, as of the Effective Date, hereby assigns, transfers and sells to Assignee, its successors, and assigns, Assignor's entire worldwide right, title and interest in and to the Trademarks, including all of the goodwill associated therewith, as well as all renewals and extensions of rights thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement or any other causes of action related to any Trademark, and all rights corresponding thereto throughout the respective worldwide jurisdictions where Assignor holds rights in the Trademarks.

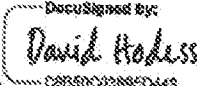
Assignor, as of the Effective Date, agrees to immediately cease using the Trademarks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

[Signature Page Follows]

WHEREFORE, Assignor has duly executed this Trademark Assignment on the date indicated below

ASSIGNOR:

GAMEFLY, INC.

DocuSigned by:
David Hodess
By: 
Name: David Hodess
Title: Chief Executive Officer

Date:

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Trademark Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
GameFly (standard character mark)	2858858	June 29, 2004	USA
GameFly (standard character mark)	2746496	August 5, 2003	USA
GameFly (standard character mark)	4463670	January 7, 2014	USA
GameFly (standard character mark)	003652617	July 7, 2005	EU
GameFly (standard character mark)	TMA811380	November 8, 2011	Canada
GameFly (standard character mark)	4877783	July 8, 2005	Japan
GameFly (standard character mark)	41-133385	June 12, 2006	Republic of Korea
GameFly (design mark)	4985191	June 21, 2016	USA
GameFly (design mark)	5019036	August 9, 2016	USA
GameFly (design mark)	014463641	January 11, 2016	EU
GameFly Streaming (design mark)	4985190	June 21, 2016	USA
GameFly Streaming (design mark)	5019035	August 9, 2016	USA
GameFly Streaming (design mark)	014463591	December 21, 2015	EU
GameFly Unlimited PC Play (standard character mark)	10411445	June 12, 2012	EU
GF (design mark)	4456167	December 24, 2013	USA