

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sucker Punch Productions, L.L.C.		08/01/2011	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	SPP Acquisition LLC		
Street Address:	919 East Hillsdale Blvd.		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2512842	SUCKER PUNCH	
Registration Number:	2417990	SUCKER PUNCH	
CORRESPONDENCE DATA			
Fax Number:	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-882-0319		
Email:	trademarks@snrdenton.com		
Correspondent Name:	Stephanie L. Zeppa		
Address Line 1:	Wacker Drive Station, Willis Tower		
Address Line 2:	P.O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	40013260-0011		
NAME OF SUBMITTER:	Katie A. Krutzsch		
Signature:	/katie a. krutzsch/		

OP \$65.00 2512842

Date:

08/05/2011

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated as of August 1, 2011, is by and between Sucker Punch Productions, L.L.C., a Washington limited liability company ("*Sucker Punch*") and SPP Acquisition LLC, a Delaware limited liability company ("*SPP Acquisition*").

BACKGROUND

A. Sucker Punch owns, has adopted, and either has used or has a bona fide intent to use certain registered trademarks set forth on Exhibit A attached hereto (the "*Trademarks*").

B. SPP Acquisition acquired substantially all of the assets of Sucker Punch, including, but not limited to, the Trademarks, pursuant to that certain Asset Purchase Agreement by and among Sucker Punch, SPP Acquisition and others, dated as of July 27, 2011 (the "*Asset Purchase Agreement*").

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sucker Punch has assigned and transferred and does hereby assign and transfer unto SPP Acquisition and its successors, assigns and legal representatives, Sucker Punch's entire worldwide right, title and interest in and to the Trademarks together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks, and all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect damages, and in and to applications for foreign trademarks therefor in all countries, including all rights under any and all international conventions and treaties in respect of the Trademarks in foreign countries, and Sucker Punch further authorizes SPP Acquisition to apply for foreign protection of the Trademarks in foreign countries directly in its own name, and to claim the priority of the filing date of the Trademarks of the United States of America under the provisions of any and all international conventions and treaties, to the extent applicable.

Sucker Punch agrees that, when requested, it will, at SPP Acquisition's expense, sign all papers, take all rightful oaths, and do all reasonable acts that may be necessary, desirable or convenient for securing and maintaining the Trademarks in all countries and for vesting title thereto in SPP Acquisition, its successors, assigns and legal representatives or nominees. Except as set forth in the Asset Purchase Agreement and the exhibits and schedules attached thereto, Sucker Punch warrants to SPP Acquisition that Sucker Punch is the true and lawful owner of the Trademarks, holds good and marketable title in and to the Trademarks and has full power and authority to sell and convey the same, in each case free and clear of all Liens except Permitted Liens.

SPP Acquisition hereby accepts all of the foregoing.

This Assignment may be signed in counterparts, each of which shall be an original, and all of which together shall constitute one instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

SUCKER PUNCH PRODUCTIONS, L.L.C.
a Washington limited liability company

By:  _____

Name: BRIAN FLEMING

Title: MEMBER, MANAGER

ASSIGNMENT OF TRADEMARKS SIGNATURE PAGE

TRADEMARK
REEL: 004598 FRAME: 0386

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS.
COUNTY OF KING

On the 27th day of July, 2011, before me personally appeared Brian Fleming
_____ of Sucker Punch Productions, L.L.C. personally known to me or proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed this instrument.

[Signature]

Notary Public

My commission expires: 9/09/15

(Seal)



Exhibit A

TRADEMARKS



Word Mark	SUCKER PUNCH
Goods and Services	IC 009. US 021 023 026 036 038. G & S: Video game software. FIRST USE: 19991100. FIRST USE IN COMMERCE: 19991100
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26.03.21 - Ovals that are completely or partially shaded 29.01.07 - Inconspicuous designs functioning as punctuation or parts of letters; Small, inconspicuous design elements functioning as punctuation or parts of letters
Serial Number	78027688
Filing Date	September 26, 2000
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	September 4, 2001
Registration Number	2512842
Registration Date	November 27, 2001
Owner	(REGISTRANT) Sucker Punch Productions, L.L.C. LIMITED LIABILITY COMPANY WASHINGTON 500 108th Ave NE Suite #2600 Bellevue WASHINGTON 98004
Attorney of Record	David S. Rosenbaum

Prior Registrations	2417990
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20101223.
Renewal	1ST RENEWAL 20101223
Live/Dead Indicator	LIVE
Word Mark	SUCKER PUNCH
Goods and Services	IC 009. US 021 023 026 036 038. G & S: VIDEO GAME SOFTWARE AND COMPUTER GAME SOFTWARE. FIRST USE: 19991100. FIRST USE IN COMMERCE: 19991100
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75496162
Filing Date	June 4, 1998
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	November 16, 1999
Registration Number	2417990
Registration Date	January 2, 2001
Owner	(REGISTRANT) Sucker Punch Productions, L.L.C. LIMITED LIABILITY COMPANY WASHINGTON 500 108th Ave NE Suite #200 Bellevue WASHINGTON 98004
Attorney of Record	David S. Rosenbaum

Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20101228.
Renewal	1ST RENEWAL 20101228
Live/Dead Indicator	LIVE