OP \$65,00 4189499

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM311207 Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Peter Shukoff		04/25/2014	INDIVIDUAL: UNITED STATES
Lloyd Ahlquist		04/25/2014	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Maker Studios, Inc.
Street Address:	1976 S. La Cienega Blvd.
Internal Address:	#224
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90034
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4189499	EPIC RAP BATTLES OF HISTORY
Registration Number:	4367429	EPIC RAP BATTLES OF HISTORY

CORRESPONDENCE DATA

Fax Number: 5139778141

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.

Phone: 5139778527

Email: april.besl@dinsmore.com

Correspondent Name: April L Besl

Address Line 1: 255 E Fifth Street

Address Line 2: Suite 1900

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	69597-5
NAME OF SUBMITTER:	April L Besl
SIGNATURE:	/april I besl/
DATE SIGNED:	07/18/2014

Total Attachments: 4

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TRADEMARK ASSIGNMENT

As a part of Pete Shukoff's and Lloyd Ahlquist's (collectively, "Assignor") respective Exclusive Term Artist, Channel, and Rights Administration Agreements (collectively, the "Agreement") dated as of September 1, 2012 with Maker Studios, Inc. ("Assignee"), then pursuant to the terms of that Agreement, Assignor irrevocably assigns, conveys, and transfers to Maker Studios, Inc., all of Assignor's right, title and interest in and to the trademark(s) described below, including, without limitation, all associated goodwill of the business related thereto, and any other related trade dress or design marks, which is to the best of Assignor's knowledge, free and clear of all liens, pledges, encumbrances, charges, restrictions, or claims of any kind (collectively, the "Trademark"). This assignment includes, without limitation, the right to bring action for past, present, and future infringement and misappropriation of the Trademark, the right to receive damages from any claim in connection with the Trademark, and the right to receive past and future payments in connection with the Trademark (provided that Assignor's share of any such payments are promptly paid to Assignor).

Trademark(s):	EPIC RAP BATTLES OF HI	STORY (standard character ma	rk); and
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EPIC RAP BATTLES	OF HISTORY & Design		
27 30 30 21 27 27 2 3 37 37			
			'
Registration No(s).:	4189499 and 4367429		

Assignor agrees to execute such further documents consistent herewith and do such other acts as may be reasonably required by Assignee or its successors, licensees, or assigns to evidence or effectuate Assignee's rights hereunder, and in the event that Assignor fails to do so within seven (7) business days after Assignor's receipt thereof, Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact with the full power and authority to do so on Assignor's behalf, which power is coupled with an interest. Assignee shall provide copies of any such executed documents to Assignor, promptly upon execution thereof.

By: Name: Peter Shukoff Address: Name: Lloyd Ahlquist Address: 1080 Century Park East Swite 1600

Accepted and agreed this 25th day of April, 2014.

ASSIGNOR

LA,CA 900/6



TRADEMARK ASSIGNMENT

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Registration No(s).:	4189499 and 4367429

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Accepted and agreed this 25th day of April, 2014.

ASSIGNOR

By: Name: Peter Shukoff

Address: 10401 Venice Blvd #483 los angeles, ca 90034

By: Name: Lloyd Ahlquist

Address: