

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321168

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Valiant Entertainment, Inc.		10/17/2014	CORPORATION: VIRGIN ISLANDS, BRITISH

RECEIVING PARTY DATA

Name:	Valiant Entertainment LLC
Street Address:	424 West 33rd Street
Internal Address:	Suite 420
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	3473701	
Registration Number:	3886746	ACCLAIM COMICS
Serial Number:	86023157	ARCHER
Registration Number:	1786756	ARCHER & ARMSTRONG
Registration Number:	3276961	ARMORINES
Registration Number:	1793650	BLOODSHOT
Registration Number:	3839353	BLOODSHOT
Registration Number:	3419936	DEATHMATE
Serial Number:	86359790	THE DELINQUENTS
Registration Number:	4042281	DOCTOR MIRAGE
Registration Number:	3514273	DOCTOR TOMORROW
Registration Number:	3652643	DR. MIRAGE
Registration Number:	3641202	ETERNAL WARRIOR
Registration Number:	3974784	ETERNAL WARRIOR
Registration Number:	4257436	GEOMANCER
Registration Number:	3756154	HARBINGER
Registration Number:	3624675	OUTCAST
Registration Number:	3900872	HARBINGER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4486195	HARBINGER WARS
Serial Number:	86406165	IMPERIUM
Serial Number:	86315644	LIVEWIRE
Registration Number:	3599011	NINJAK
Registration Number:	3815880	NINJAK
Registration Number:	4257437	PSI-LORDS
Registration Number:	3700359	PUNX
Registration Number:	3693010	QUANTUM & WOODY
Registration Number:	4118777	RAI AND THE FUTURE FORCE
Registration Number:	3697126	SECRET WEAPONS
Registration Number:	3743355	RAI AND THE FUTURE FORCE
Registration Number:	3410423	SHADOWMAN
Registration Number:	2449504	SHADOWMAN
Registration Number:	2121580	THE GRACKLE
Serial Number:	85856259	THE 1%
Registration Number:	1786755	THE H.A.R.D. CORPS
Registration Number:	3624674	THE VISITOR
Registration Number:	3652718	TROUBLEMAKERS
Registration Number:	3514272	TIMEWALKER
Registration Number:	3254218	TRINITY ANGELS
Registration Number:	4492291	UNITY
Serial Number:	85459389	VALIANT
Registration Number:	3823313	VALIANT
Registration Number:	3763594	VALIANT
Serial Number:	85605065	V VALIANT
Registration Number:	3510809	VALIANT
Registration Number:	3393310	X-O MANOWAR
Registration Number:	1974455	X-O MANOWAR

CORRESPONDENCE DATA

Fax Number:

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: 212-448-1800

Email: nzoubek@rlscf.com

Correspondent Name: Nancy Zoubek

Address Line 1: 235 Park Avenue South

Address Line 2: 3rd Floor

Address Line 4: New York, NEW YORK 10003

ATTORNEY DOCKET NUMBER: VALIANT

TRADEMARK

REEL: 005387 FRAME: 0650

NAME OF SUBMITTER:	Nancy Zoubek
SIGNATURE:	/Nancy Zoubek/
DATE SIGNED:	10/24/2014
Total Attachments: 7 source=0027965#page1.tif source=0027965#page2.tif source=0027965#page3.tif source=0027965#page4.tif source=0027965#page5.tif source=0027965#page6.tif source=Schedule A#page1.tif	

TRADEMARK ASSIGNMENT

This Assignment is made effective as of October 17, 2014 by Valiant Entertainment, Inc., a company organized in the British Virgin Islands, with a business address of Center Road Town, Tortola, British Virgin Islands ("**Assignor**") in favor of Valiant Entertainment LLC, a Delaware limited liability company, with a business address of 424 West 33rd Street, Suite 420, New York, New York 10001, United States of America ("**Assignee**").

WHEREAS, Assignor is the owner of the trademarks and registrations thereof, in the United States Patent and Trademark Office as set forth in **Schedule A**, attached hereto, together with the goodwill of the business connected with and symbolized by said trademarks; and

WHEREAS, said trademarks, and registrations and applications thereof, are among the assets that Assignor agreed to assign and Assignee desires to acquire, together with the goodwill of the business connected with and symbolized by said trademarks and all other rights, interest and title to all indications of source related to Assignor's business and the portion of the ongoing and existing business to which the trademarks pertain.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:


1. Assignor hereby sells, transfers and assigns to the Assignee, and its successors and assigns, all right, title and interest in and to (a) said trademarks, and registrations and applications thereof, listed on **Schedule A** and any extension or renewal of any such registration or application set forth on **Schedule A** and the ongoing and existing business to which the trademarks pertain; (b) all other indications of origin relating to Assignor's business, including, without limitation, in and to all trademarks, service marks, brand names, trade dress, images and domain names relating to Assignor's business; (c) all goodwill associated with the aforementioned trademarks and indications of source; (d) any unregistered rights in any of the foregoing; (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing; (f) all income, royalties, damages and other payments now and hereafter due or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present and future infringements thereof), and (g) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. Assignor and Assignee agree that this 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.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

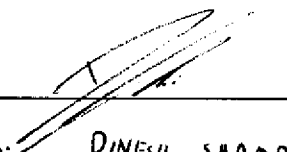
ASSIGNOR:

Valiant Entertainment, Inc.

By: 
Name: DINESH SHAMPASANI
Title: CEO

ASSIGNEE:

Valiant Entertainment LLC

By: 
Name: DINESH SHAMPASANI
Title: CEO

SCHEDULE A


0024525.2

NY2 - 1285685.1

TRADEMARK
REEL: 005387 FRAME: 0654




SCHEDULE A

TRADEMARKS

Mark Name	Country	Reg. No. (App. No.)
	United States	3,473,701
ACCLAIM COMICS	United States	3,886,746
ARCHER	United States	(86/023,157)
ARCHER & ARMSTRONG	United States	1,786,756
ARMORINES	United States	3,276,961
BLOODSHOT	United States	1,793,650
BLOODSHOT	United States	3,839,353
DEATHMATE	United States	3,419,936

Mark Name	Country	Reg. No. (App. No.)
DELINQUENTS	United States	(86/359,790)
DOCTOR MIRAGE	United States	4,042,281
DOCTOR TOMORROW	United States	3,514,273
DR. MIRAGE	United States	3,652,643
ETERNAL WARRIOR	United States	3,641,202
ETERNAL WARRIOR	United States	3,974,784
GEOMANCER	United States	4,257,436
HARBINGER	United States	3,756,154
OUTCAST	United States	3,624,675
HARBINGER	United States	3,900,872
HARBINGER WARS	United States	4,486,195
IMPERIUM	United States	(86/406,165)
LIVEWIRE	United States	(86/315,644)
NINJAK	United States	3,599,011

Mark Name	Country	Reg. No. (APP. No.)
NINJAK	United States	3,815,880
PSI-LORDS	United States	4,257,437
PUNX	United States	3,700,359
QUANTUM & WOODY	United States	3,693,010
RAI AND THE FUTURE FORCE	United States	4,118,777
SECRET WEAPONS	United States	3,697,126
RAI AND THE FUTURE FORCE	United States	3,743,355
SHADOWMAN	United States	3,410,423
SHADOWMAN	United States	2,449,504
THE GRACKLE	United States	2,121,580
THE 1%	United States	(85/856,259)
THE H.A.R.D. CORPS	United States	1,786,755
THE VISITOR	United States	3,624,674
TROUBLEMAKERS	United States	3,652,718
TIMEWALKER	United States	3,514,272
TRINITY ANGELS	United States	3,254,218

Mark Name	Country	Reg. No. (App. No.)
UNITY	United States	4492291
VALIANT	United States	(85/459,389)
VALIANT	United States	3,823,313
VALIANT  VALIANT & DESIGN	United States	3,763,594
 VALIANT & DESIGN	United States	(85/605,065)
 Valiant VALIANT & DESIGN	United States	3,510,809
X-O MANOWAR	United States	3,393,310
X-O MANOWAR	United States	1,974,455