

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355665

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bear River International, LLC		04/09/2015	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bear River Holdings, LLC		
<b>Street Address:</b>	2100 McKinney Street, Suite 1501		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4226270	IGNITE	
<b>Registration Number:</b>	4234746	PUDDLE JUMP	
<b>Serial Number:</b>	85422972	BLACK OPS	
<b>Serial Number:</b>	85548944	BLACK OPS	
<b>Serial Number:</b>	85651221		
<b>Serial Number:</b>	85735591	BLACK OPS	
<b>Registration Number:</b>	4557357	BLACK OPS	
<b>Registration Number:</b>	4800212	BLACK OPS	
<b>Serial Number:</b>	85842038	BLACK OPS INTERACTION FIGURES	
<b>Registration Number:</b>	4782802	BLACK OPS	
<b>Serial Number:</b>	86210295	BLACK OPS	
<b>Serial Number:</b>	86210779	THE BLACK OPS POWER PISTON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	801-931-5475		
<b>Email:</b>	hardman@austin-rapp.com		
<b>Correspondent Name:</b>	Thomas M. Hardman		

OP \$315.00 4226270

**Address Line 1:** 170 South Main Street, Suite 735  
**Address Line 4:** Salt Lake City, UTAH 84101

**NAME OF SUBMITTER:** Thomas M. Hardman

**SIGNATURE:** /Thomas M. Hardman/

**DATE SIGNED:** 09/18/2015

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made as of April 9, 2015 ("Effective Date"), between Bear River Holdings, LLC, a limited liability company formed under the laws of the state of Texas and having a place of business at 2100 McKinney Street, Suite 1501, Dallas, Texas 75201 ("Assignee"), and Bear River International, LLC, a limited liability company formed under the laws of the state of Texas and having a place of business at 7200 Bishop Road, Suite 280, Plano, Texas 75024 ("Assignor"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, effective as of April 9, 2015, by and between Assignee and Assignor. Assignee and Assignor agree as follows:

### 1. Definitions

1.1 "Assigned Property" means the property listed in Exhibit A and all Intellectual Property and Intellectual Property Rights forming a part of, embodied in, or necessary for, use of the property.

1.2 "Intellectual Property Rights" means all rights in, arising out of, or associated with Intellectual Property.

2. **Assignment.** For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee accepts, all of Assignor's right, title, and interest in and to the Owned Intellectual Property, including, without limitation, the Assigned Property. Assignor further assigns, transfers, and conveys to Assignee, and Assignee accepts, all claims for past, present, and future infringement of the Intellectual Property Rights included in the Owned Intellectual Property, including, without limitation, the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement prior to the Effective Date as well as the right to grant releases for past infringements.

### 4. Further Assurances

4.1 Assistance. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Owned Intellectual Property, including, without limitation, the Assigned Property and the vesting of complete and exclusive ownership of the Owned Intellectual Property, including, without limitation, the Assigned Property in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require to apply for, obtain, register, maintain, and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Owned Intellectual Property, including, without limitation, the Assigned Property in any country throughout the world, and when so obtained or vested, to renew and restore the same.

## 5. Miscellaneous

5.1 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee. Assignee may assign this Agreement at Assignee's discretion.

5.2 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Texas.

5.3 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties, and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

5.4 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

5.5 Entire Agreement. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

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

**ASSIGNEE:**

Bear River Holdings, LLC, a Texas limited liability company

By:  \_\_\_\_\_

Name: Forrest Williams

Title: Manager

**ASSIGNOR:**

Bear River International, LLC, a Texas limited liability company

By: \_\_\_\_\_

Name: Rick Baldwin

Title: Vice President

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

**ASSIGNEE:**

Bear River Holdings, LLC, a Texas limited liability company

By: \_\_\_\_\_

Name: Forrest Williams

Title: Manager

**ASSIGNOR:**

Bear River International, LLC, a Texas limited liability company

By:  \_\_\_\_\_

Name: Rick Baldwin

Title: Vice President

EXHIBIT A

ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark	Application No.	Filing Date	Registration No.	Registration Date
U.S.	IGNITE	85/156,849	October 20, 2010	4,226,270	October 16, 2012
U.S.	PUDDLE JUMP	85/293,956	April 13, 2011	4,234,746	October 30, 2012
U.S.	BLACK OPS	85/422,972	September 14, 2011		
U.S.	BLACK OPS	85/548,944	February 21, 2012		
U.S.	Crest Symbol (design)	85/651,221	June 13, 2012		
U.S.	BLACK OPS	85/735,591	September 21, 2012		
U.S.	BLACK OPS	85/980,976	September 21, 2012	4,557,357	June 24, 2014
U.S.	BLACK OPS	85/977,471	September 14, 2011		
Europe	BLACK OPS	011428448	December 14, 2012	011428448	June 25, 2013
U.S.	BLACK OPS INTERACTION FIGURES	85/842,038	February 6, 2013		
U.S.	BLACK OPS	86/184,392	February 4, 2014		
U.S.	BLACK OPS	86/210,295	March 4, 2014		
U.S.	THE BLACK OPS POWER PISTON	86/210,779	March 4, 2014		
U.S.	PRIMEGUARD	85/850,986	February 15, 2013	4,653,489	December 9, 2014