

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ouya, Inc.		06/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Razer (Asia-Pacific) Ptd. Ltd.		
Street Address:	514 Chai Chee Lane #07-05		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	469029		
Entity Type:	CORPORATION: SINGAPORE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4336263	OUYA	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	650-988-8500		
Email:	trademarks@fenwick.com,aolivas@fenwick.com		
Correspondent Name:	Sally M. Abel		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	31557-00071-4905 OUYA		
NAME OF SUBMITTER:	Kelly K. Yang, CA Bar Member		
SIGNATURE:	/Kelly K. Yang/		
DATE SIGNED:	10/21/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 10th day of June, 2015, by and between Ouya, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 1424 4th Street, Suite 300, Santa Monica, CA 90401 ("Assignor") and Razer (Asia-Pacific) Pte Ltd, a corporation organized and existing under the laws of Singapore, and having a usual place of business at 514 Chai Chee Lane #07-05 Singapore 469029 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 5, 2015 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

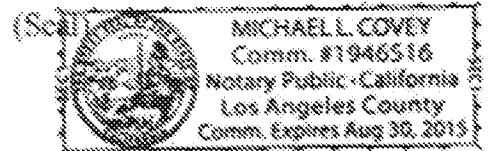
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: OUYA, Inc.
Name: Julie Uhrman
Signature: Julie Uhrman
Title: CEO

On this 10th day of June, 2015, before me, the undersigned Notary Public, personally appeared Julie Uhrman, proved to me through satisfactory evidence of identification, which was/were CA Driver License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]
Signature of Notary

My Commission Expires: Aug. 30, 2015



ASSIGNEE: _____
Name: _____
Signature: _____
Title: _____

On this _____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

*

(Seal)

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Signature of Notary

My Commission Expires:

Exhibit A

Marks

<i>Mark</i>	<i>Country</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>
OUYA	Australia	1587905, 10/25/2013	1587905, 7/2/2014
OUYA	Canada	1649595, 10/28/2013	NA
OUYA	China	13588596, 11/22/2013	NA
OUYA	China	13588595, 11/22/2013	NA
OUYA	European Union	A0033358, 12/21/2012	IR 1149284, 12/21/2013
OUYA	Hong Kong	302779741, 10/25/2013	302779741, 6/6/2014
OUYA	Mexico	1427240, 10/29/2013	1432590, 2/7/2014
OUYA	United States	85658899, 6/22/2012	4336263, 5/14/2013
OUYA	WIPO Madrid Agreement	A0033358, 12/21/2012	IR 1149284, 12/21/2012