

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360465

<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>
New World IP, LLC		09/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Strategy First, Inc.		
<b>Street Address:</b>	147 St-Paul St. West, Suite 210		
<b>City:</b>	Montréal, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H2Y 1Z5		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3125614	FLAT OUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6142243246		
<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>	(614) 462-2219		
<b>Email:</b>	ipdocketcolumbus@icemiller.com		
<b>Correspondent Name:</b>	Susan D. Rector, Ice Miller LLP		
<b>Address Line 1:</b>	250 West Street, Suite 700		
<b>Address Line 4:</b>	Columbus, OHIO 43215-7509		
<b>ATTORNEY DOCKET NUMBER:</b>	34845.0001		
<b>NAME OF SUBMITTER:</b>	Susan D. Rector		
<b>SIGNATURE:</b>	/Susan D. Rector/		
<b>DATE SIGNED:</b>	10/29/2015		
<b>Total Attachments: 6</b>			
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**AGREEMENT  
FOR  
PURCHASE AND ASSIGNMENT  
OF  
SOFTWARE COPYRIGHT AND TRADEMARKS**

between:

**New World IP LLC  
800 Westchester Avenue  
Suite S-620  
Rye Brook, NY 10573**

hereinafter referred to as "Seller" -

and

**Strategy First, Inc.,  
147 Saint Paul Ouest, Suite # 210,  
Montréal, Québec,  
H2Y 1Z5,  
CANADA**

- hereinafter referred to as "Buyer" -

Preamble

1. Seller is owner of the copyright and software code in the computer games "FLATOUT" and corresponding rights to use as well as several trademarks and internet domains "FLATOUT" ("the IP"). Seller desires to sell and assign to Buyer all IP on "FLATOUT".

Buyer desires to purchase the IP from Seller.

2. The IP comprises all copyrights and rights to use in the computer games: "FLATOUT", "FLATOUT 2", "FLATOUT ULTIMATE CARNAGE", "FLATOUT:HEAD ON", "FLATOUT 3: CHAOS AND DESTRUCTION", "FLATOUT ANDROID", "GHOST MASTER", "VEGAS-MAKE IT BIG".(collectively "the Games") and all other sequels and add-ons to the original game and its underlying works, in particular the software, in all languages and/or localized versions, story events, names, titles, characters, likenesses, logos, manuals, guidebooks, sounds or other elements and excerpts of the computer game ("the Copyright").

The IP also comprises all trademarks "FLATOUT" owned by Seller ("the Trademarks"), at least the following trademarks:

Refer to Annex 2 -- Trade Mark Registrations

The IP also comprises all internet domains "" owned by Seller ("the Internet Domains"), at least the following internet domains:

Domain	SLD	TLD
None		.com

#### Copyright Sale and Assignment

3. Seller -- as far as admissible on an "as-is" basis-- sells and assigns to Buyer exclusively all of its ownership rights to the Copyright in the Games and its underlying works that may exist worldwide. As far as such assignment is inadmissible, Seller assigns to Buyer all of Seller's rights, on an exclusive basis, to exploit the software and the works connected with it listed under paragraph 2. and Annex 1, in particular:

- the right of reproduction
- the right of distribution

herewith to Buyer a contractual right to use the work title in the territories, in which such title rights exist.

Documentation of Use

14. Seller delivers without delay to Buyer comprehensive documentation of use within its possession— as far as use is made — fulfilling the proof of use requirements for the Trademarks.

Press Release

15. Upon signature of this agreement and payment of the first instalment of the purchase price Buyer shall be entitled to release a press statement announcing the assignment of the IP to Buyer.

Amendments and Supplements

16. Any amendment and supplement of this agreement shall come into force only after a written agreement is signed by both parties. The amendment and supplement duly executed by both parties shall be part of this agreement and shall have the same legal effect as this agreement.

Severability

17. Any provision of this agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof or rendering any other provision of this agreement invalid or unenforceable. In this case the parties agree to substitute for the invalid provision a valid provision which comes closest to what the parties intended initially.

Applicable Law and Venue

18. These terms shall be governed by, and construed in accordance with, as to all matters, including, without limitation, validity, construction and effect, the laws of the laws of the Province of Quebec., Canada, notwithstanding any conflicts of laws principles of any other

jurisdiction. Any controversy arising out of this Agreement or because of any duty created thereby, shall be resolved in a Court located in Montreal, Quebec, Canada. The parties consent to jurisdiction in such courts, waive objection to such venue, and agree that service of the summons to such proceeding (and of any papers which accompany it), shall be deemed sufficient if made by certified or registered mail, postage prepaid, addressed to the parties' addresses as designated in or hereafter changed under Paragraph 12.4. The parties stipulate and agree that any judgment relating to this Agreement, which is entered in a court located within Quebec, shall be binding throughout the world and may be sued upon, docketed, entered and/or enforced, without challenge or opposition on their part and without re-trial of any of the issues which give rise to such judgment in any state, county, province, commonwealth, or territory having jurisdiction over their respective persons or properties. The parties recognize that the above agreement to submit all controversies to forever-binding adjudication by a court located within the Province of Quebec does not constitute a confession of judgment on anybody's part, but is simply an agreement, similar to an arbitration agreement, to have particular controversies resolved, once and for all, by a specified tribunal. All parties agree that equitable relief, including injunctive and specific performance, may be necessary and proper to enforce their obligations and commitments under this paragraph and other paragraphs of this Agreement. The parties agree that this agreement has been hereby executed in Montreal, Quebec, Canada.

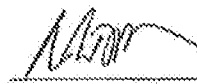
Montréal, this 19<sup>th</sup> day of Sept, 2012  
 Strategy First, Inc. - "~~Seller~~" "Buyer"



Signature  
EMANUEL WALL

Name, title  
Secretary

Rye Brook, this ... day of ....., 2012  
 New World IP LLC - "~~Buyer~~" "Seller"



Signature  
ROBERT BLEVINS MANAGING PARTNER OF FULL CIRCLE PARTNERS, LP

Name, title  
MANAGING PARTNER OF FULL CIRCLE PARTNERS, LP, BY/IN THE PRESENCE OF

Annex 2 – Trade Mark Registrations

ATTACHED  
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COUNTRY OWNER	TRADE MARK/DESIGN	APPLICATION NO APPLICATION DATE	REGISTRATION NO. REGISTRATION DATE	STATUS RENEWAL DUE	LOG/DESIGN
United States of America New World IP, LLC	FLAT CUT	78/303248 03 October 2003	3126614 08 August 2006	Registered 08 August 2016	

CLASS 9: Computer software that permits the user to interact and interface with computer games; computer games, namely, computer game discs