

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383061

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| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900361546 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| R2 Integrated, LLC | | 12/10/2012 | Limited Liability Company: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | R2i Holdings, LLC | | |
| Street Address: | 400 East Pratt Street, 11th Floor | | |
| City: | Baltimore | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 21202 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77171285 | R2I | |
| Serial Number: | 77171234 | R2I R 2 I.NTEGRATED | |
| Serial Number: | 77775807 | R2ISMASH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3367338473 | | |
| <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: | (336) 721-3747 | | |
| Email: | trademarkswinston@wcsr.com | | |
| Correspondent Name: | Randel S. Springer | | |
| Address Line 1: | Womble Carlyle Sandridge & Rice, LLP | | |
| Address Line 2: | One West Fourth Street | | |
| Address Line 4: | Winston-Salem, NORTH CAROLINA 27101 | | |
| ATTORNEY DOCKET NUMBER: | 74689.0003.8 | | |
| NAME OF SUBMITTER: | Randel S. Springer | | |
| SIGNATURE: | /Randy Springer/ | | |
| DATE SIGNED: | 05/04/2016 | | |
| Total Attachments: 4 | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AND BILL OF SALE

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND BILL OF SALE ("Agreement"), dated as of December 10, 2012, is entered into by and between R2 Integrated, LLC, a Maryland limited liability company ("Contributor"), and R2i Holdings, LLC, a Delaware limited liability company (the "Company").

WHEREAS, the Company and Contributor are parties to that certain Contribution and Sale Agreement dated as of November 26, 2012 (the "Contribution Agreement").

WHEREAS, pursuant to the Contribution Agreement, Contributor has agreed to contribute, assign, transfer and convey all of its right, title and interest in and to the intellectual property set forth on Schedule A hereto (the "Intellectual Property") and the Company has agreed to accept and assume from Contributor all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Contributor hereby contributes, assigns, transfers and conveys to the Company, and the Company hereby accepts, all of Contributor's right, title and interest throughout the world in and to the Intellectual Property and the following rights and privileges pertaining to the subject matter thereof, including, without limitation, all causes of action, claims, demands presently or hereafter accruing with respect to the same, including the right to sue or bring other actions for past, present and future infringement thereof anywhere in the world (collectively, the "Intangible Rights").
2. Further Assurances. Contributor further agrees that Contributor will execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer, to facilitate the Company's right to obtain, protect, maintain, defend or enforce any of the Intellectual Property and/or Intangible Rights granted hereunder. In the event that the Company is unable for any reason whatsoever to secure Contributor's signature to any document when so required to effectuate fully this Agreement, Contributor hereby irrevocably designates and appoints the Company and the Company's duly authorized officers and agents, as Contributor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Contributor.
3. General. The failure of a party to require performance by another party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement or the assignment of any Intellectual Property or Intangible Rights is held to be illegal, invalid or unenforceable, such provision or assignment shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable. This Agreement shall be interpreted and controlled by and construed and enforced according to the laws of the State of Delaware without regard to conflicts of laws provisions thereof. This Agreement may be executed in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. A signed copy of this Agreement delivered

by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign directly or indirectly, by merger, consolidation or in any other manner its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

[Remainder of page blank; signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

CONTRIBUTOR:

R2 INTEGRATED, LLC

By: 

Name: Robert Matthew Goddard

Title: Authorized Person

COMPANY:

R2i HOLDINGS, LLC

By: 

Name: Robert Matthew Goddard

Title: Authorized Person

SCHEDULE A

INTELLECTUAL PROPERTY

Registered Trademarks:

| <u>Trademark</u> | <u>Country</u> | <u>Serial Number</u> |
|-------------------------|-----------------------|-----------------------------|
| R2I | U.S. | 77171285 |
| R2I R 2 I.NTEGRATED | U.S. | 77171234 |
| R2iSMASH | U.S. | 77775807 |

Registered Copyrights:

| <u>Copyright</u> | <u>Country</u> | <u>Registration Number</u> |
|-------------------------|-----------------------|-----------------------------------|
| KATATU BOARD GAME | U.S. | TX0007413762 |