

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mad Catz Interactive Asia Limited		09/15/2016	Corporation: HONG KONG
RECEIVING PARTY DATA			
Name:	Logitech Europe S.A.		
Street Address:	EPFL-Quartier de l'Innovation, Daniel Borel Innovation Center		
Internal Address:	Attn: Francois Stettler, Assoc. General Counsel		
City:	Lausanne		
State/Country:	SWITZERLAND		
Postal Code:	1015		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3332731	AV8R	
Registration Number:	2297654	SAITEK	
Registration Number:	1527096	SAITEK	
CORRESPONDENCE DATA			
Fax Number:	4159848701		
<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:	415-984-8793		
Email:	bchristensen@omm.com		
Correspondent Name:	C. Brophy Christensen, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	Two Embarcadero Center, 28th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	515245-003		
NAME OF SUBMITTER:	Alexandra C. Echery		
SIGNATURE:	/ace/		
DATE SIGNED:	09/20/2016		
Total Attachments: 9			

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IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this "Assignment") is made as of this 15th day of September, 2016 by Mad Catz Interactive Inc., a corporation organized under the Canada Business Corporations Act ("Parent"), 1328158 Ontario Inc. dba Mad Catz Canada, an Ontario corporation ("Canada Holdco"), Mad Catz, Inc., a Delaware corporation ("US Assignor"), Mad Catz Interactive Asia Ltd., a private limited company incorporated in Hong Kong ("HK Assignor"), Mad Catz Technical Development (Shenzhen) Co., Ltd., a private limited company organized under the laws of the People's Republic of China ("China Assignor"), and Mad Catz Europe Limited, a private limited company incorporated in England and Wales ("UK Assignor") and, together with Parent, US Assignor, HK Assignor and China Assignor, "Assignors", for the benefit of Logitech Europe S.A., a corporation duly organized under the laws of the Canton of Vaud ("Assignee").

WITNESSETH:

WHEREAS, Assignee and Assignors are parties to that certain Asset Purchase Agreement, dated as of September 15, 2016, among Assignors, on the one hand, and Assignee, Logitech Inc., a California corporation ("US Buyer"), Logitech Technology (Suzhou) Co. Ltd., a private limited company organized under the laws of the People's Republic of China, Logitech Asia Pacific Limited, a private limited company incorporated in Hong Kong, and Logitech UK Limited, a private limited company incorporated in England and Wales, on the other hand (the "Purchase Agreement"). Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

WHEREAS, pursuant to Section 2.1(a) of the Purchase Agreement, Assignors have agreed, among other things, to sell, convey, transfer, assign and deliver, and Assignee has agreed to purchase and acquire, all right, title and interest in, to all assets (as defined in the Purchase Agreement, the "Transferred Assets") primarily used in, held primarily for use in, required for or necessary for the conduct of the business of designing, manufacturing, marketing and distributing interactive flight, space and farm simulation controllers and related simulation accessories, including under the Saitek product line (as defined in the Purchase Agreement, the "Business"), in each case free and clear of all Encumbrances, other than Permitted Encumbrances, in each case all upon the terms and subject to the conditions set forth therein.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignors hereby irrevocably sell, convey, transfer, assign and deliver to Assignee and Assignee's successors and assigns, all right, title and interest in and to the any and all worldwide common law and statutory rights in, arising out of, or associated with: (i) trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, domain names, uniform resource locators, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same

(collectively, "Trademarks"); (ii) United States and foreign patents and utility models and applications therefor and all divisions, continuations, continuations-in-part, provisionals, re-examinations and renewal applications; and including renewals, extensions and reissues (collectively, "Patents"); (iii) trade secrets, confidential information and know-how (collectively, "Trade Secrets"); (iv) databases and other compilations of information; (v) copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world, including mask rights and all renewals, extensions, restorations and reversions thereof (collectively, "Copyrights"); (vi) industrial designs, (vii) all moral and economic rights of authors and inventors, however denominated, and (viii) any similar or equivalent rights to any of the foregoing (as applicable) that are primarily used in, held primarily for use in, required for or necessary for the conduct of the Business (collectively, as defined in the Purchase Agreement, the "Transferred Intellectual Property"), including all (i) Patents, including applications therefor; (ii) registered Trademarks, applications to register Trademarks, including intent-to-use applications; (iii) Copyright registrations and applications to register Copyrights; and (iv) any other application, certificate, filing, registration or other document issued by, filed with, or recorded by, any Government Entity in connection with any Intellectual Property Right, which are owned by, or filed in the name of, Sellers and their Affiliates, in each case including as set forth on Schedule I, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which such Transferred Intellectual Property is or may be licensed and for any and all renewal terms, granted or reissued as entirely as the same would have been held and enjoyed by Assignors had this sale, conveyance, transfer, assignment and delivery not been made (excluding any actions by Assignee following such sale, conveyance, transfer, assignment and delivery), including the copyright therein and the right to distribute, market, and exploit the Transferred Intellectual Property and any portions or components thereof, by any and all means throughout the universe and in any and all media whether now known or hereafter devised; together with all proceeds thereof and all claims for damages by reason of past, present or future infringements of such Transferred Intellectual Property, with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its permitted successors, permitted assigns and other legal representatives. Other than as agreed in writing between Assignors and Assignee, each Assignor acknowledges that it shall have no further rights to such Transferred Intellectual Property, including any licenses to such Transferred Intellectual Property, and that any further modification, improvement or invention by Assignee based on or in connection with such Transferred Intellectual Property will be solely owned by Assignee.

2. No Assumption of Liabilities. Notwithstanding anything to the contrary in this Agreement, the sale, conveyance, transfer, assignment and delivery of all right, title and interest in and to the Transferred Intellectual Property pursuant to this Assignment shall not include the assumption of any Liability related to the Transferred Intellectual Property unless Assignee has expressly assumed that Liability pursuant to Section 2.3 of the Purchase Agreement.

3. Cooperation; Further Documents; Power of Attorney. Assignors agree to cooperate fully with Assignee with respect to the documentation, transfer, recording and registration of title, and perfection of the intellectual property rights assigned to Assignee pursuant to this Assignment and the Purchase Agreement. Without limiting the generality of the foregoing, Assignors agree at Assignee's reasonable request to execute such further documents and instruments and to do such further reasonable acts as may be necessary or desirable to document,

transfer, perfect or register any of Assignee's rights or interests hereunder, in whole or in part. Each Assignor hereby constitutes and appoints Assignee as such Assignor's true and lawful attorney in fact, with full power of substitution in such Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge, deliver, record and file any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Each Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. Miscellaneous Provisions.

(a) Conflict with Purchase Agreement. Assignors hereby acknowledge and agree that the provisions of this Assignment shall not limit the full force and effect of the terms and provisions of the Purchase Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall prevail, govern and control in all respects without limitation.

(b) Amendment; Waiver; Remedies Cumulative. Any provision of this Assignment may be amended or waived only if such amendment or waiver is in writing and signed, in the case of an amendment, by Assignee and each Assignor, or in the case of a waiver, by the party against whom the waiver is to be effective. No notice or demand on one party will be deemed to be a waiver of any obligation of that party or the right of the party giving a notice or demand to take further action without notice or demand as provided in this Assignment. No waiver that may be given by a party will be applicable except for the specific instance for which it is given. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) Rules of Construction. Unless the express context otherwise requires:

(i) the words "hereof", "herein", and "hereunder" and words of similar import, when used in this Assignment, shall refer to this Assignment as a whole and not to any particular provision of this Assignment;

(ii) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa;

(iii) references herein to a specific Section, Subsection or Schedule shall refer, respectively, to Sections, Subsections or Schedules of this Assignment;

(iv) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or thing extends, and shall not mean simply "if";

(v) wherever the word "include," "includes," or "including" is used in this Assignment, it shall be deemed to be followed by the words "without limitation;"

(vi) references herein to any gender includes each other gender;

(vii) “writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form;

(viii) the recitals hereto shall be construed with, and as an integral part of, this Assignment to the same extent as if they were set forth verbatim herein; and

(ix) this Assignment shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(d) Severability. The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Assignment, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

(e) No Assignment or Benefit to Third Parties. Neither Assignors nor Assignee may assign any of their rights or delegate any of their obligations under this Assignment, by operation of Law or otherwise, without the prior written consent of the other of either Assignee or Assignors, respectively, except (a) any obligation of Assignee to any other party under this Assignment which is performed, satisfied or fulfilled completely by an Affiliate of Assignee, shall be deemed to have been performed, satisfied or fulfilled by Assignee and (b) except that Assignee may assign any and all of its rights under this Assignment to one or more of its Affiliates. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal Representatives and permitted assigns. Nothing in this Assignment, express or implied, is intended to confer upon any Person, other than Assignors, Assignee and their respective successors, legal Representatives and permitted assigns, any legal or equitable right, remedy or claim under or by reason of this Assignment.

(f) Governing Law; Submission to Jurisdiction; Selection of Forum. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Assignment or the transactions contained in or contemplated by this Assignment, exclusively in the United States District Court for the Northern District of California or any California State court sitting in the City of San Francisco, California (the “Chosen Courts”), and solely in connection with claims arising under this Assignment or the transactions that are the subject of this Assignment (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any

such action or proceeding in the Chosen Courts and (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto. Each Assignor hereby irrevocably designates US Assignor as its agent and attorney-in-fact for the acceptance of service of process, and agrees that service of process upon US Assignor in any such action or proceeding shall be effective upon each Assignor, and making an appearance on its behalf in any such claim or proceeding and for the taking of all such acts as may be necessary or appropriate in order to confer jurisdiction over it before the Chosen Courts and each Assignor hereby stipulates that such consent and appointment is irrevocable and coupled with an interest. Assignee hereby irrevocably designates US Buyer as its agent and attorney-in-fact for the acceptance of service of process, and agrees that service of process upon US Buyer in any such action or proceeding shall be effective upon Assignee, and making an appearance on its behalf in any such claim or proceeding and for the taking of all such acts as may be necessary or appropriate in order to confer jurisdiction over it before the Chosen Courts and Assignee hereby stipulates that such consent and appointment is irrevocable and coupled with an interest.

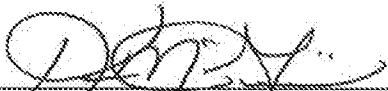
(g) Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. This Assignment and any signed agreement or instrument entered into in connection with this Assignment, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in pdf, will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNORS:

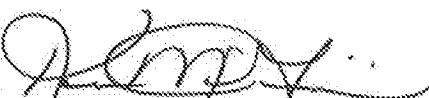
MAD CATZ INTERACTIVE INC.

By: 
Name: *KAREN MCGINNIS*
Title: *PRESIDENT + CEO*

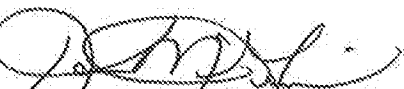
MAD CATZ, INC.

By: 
Name: *KAREN MCGINNIS*
Title: *PRESIDENT + CEO*

MAD CATZ INTERACTIVE ASIA LTD.

By: 
Name: *KAREN MCGINNIS*
Title: *DIRECTOR*

MAD CATZ TECHNICAL DEVELOPMENT (SHENZHEN) CO., LTD.

By: 
Name: *KAREN MCGINNIS*
Title: *DIRECTOR*

[Signature Page to IP Assignment Agreement]

MAD CATZ EUROPE LIMITED

By: 
Name: KAREN MCGINNIS
Title: DIRECTOR

CANADA HOLDCO:

**1328158 ONTARIO INC. DBA MAD
CATZ CANADA**

By: 
Name: KAREN MCGINNIS
Title: DIRECTOR

SCHEDULE I

SCHEDULED INTELLECTUAL PROPERTY

Title or Name	Jurisdiction of Application, Registration, or Issuance	Recorded Owner(s)	Application Date	Application Number	Registration or Issuance Date	Registration or Issuance Number	Current Status of Post-Closing Actions
Saitek	Australia	Saitek Ltd (HK)	3/22/1993		3/22/1993	598610	n/a
Saitek	Australia	Saitek Ltd (HK)	3/22/1993		1/11/1995	598608	n/a
Saitek	Canada	MCIA	4/23/1993	727505	9/8/1995	TMAA447282	n/a
赛软客 (Chinese name of Saitek)	China (PRC)	MCIA				5074652	n/a
Saitek	China (PRC)	MCIA	7/27/1994		1996	850659	Renewal date 6/27/2016 (renewed 5/2016, pending documentation)
Saitek	China (PRC)	MCIA	7/27/1994		1996	837432	Renewal date 5/6/2016 (renewed 5/2016, pending documentation)
Saitek	China (PRC)	MCIA				841650	Renewal date 5/6/2016 (renewed 5/2016, pending documentation)
赛软客 (Chinese name of Saitek)	China (PRC)	MCIA	9/7/2008		9/7/2008	4924803	n/a
Saitek	CTM	MCIA	8/2/2001		10/18/2002	002326783	n/a
Saitek	CTM	MCIA	12/29/1998		4/17/2000	001029917	n/a
Aviator	CTM	MCIA	9/12/2006		8/10/2007	005309265	Renewal date 9/12/2016. Applied for renewal on 9-9-2016 (10 years)
Saitek	France	MCIA	10/30/1987	HFT01644	10/30/1987	1466139	n/a

Saitek	Germany	MCIA	8/3/1998	S47065	5/29/1989	1140338	n/a
Saitek	Germany	MCIA	11/17/1986	S44066	12/8/1987	1115318	Renewal date November 30, 2016
Saitek	Hong Kong	MCIA	2/25/1999	199916999 & 200001212	12/29/1999	199916999AA	n/a
Saitek	Hong Kong	MCIA	9/6/2001	02839 of 2002	9/6/2001	200202839	n/a
SAITEK (Word)	Russia	MCIA	10/7/2010	2010731258	2/10/2012	453567	n/a
Saitek	Switzerland	MCIA	5/29/1991	03678/1991	3/20/1992	390780	n/a
Saitek	UK	MCIA	7/3/1986	UK00001270 511	2/3/1989	UK000012705 11	n/a
AV8R	USA	MCIA	6/29/2006		11/6/2007	3332731	n/a
Saitek (typed drawing)	USA	MCIA	5/18/1998	75486337	12/7/1999	2297654	n/a
Saitek (typed drawing)	USA	MCIA	11/20/1987	73696658	2/28/1989	1527096	n/a