

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399459

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Faunus Group International, Inc.		09/15/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mad Catz, Inc.		
<b>Street Address:</b>	10680 Treena St., Suite 500		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92131		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3332731	AV8R	
<b>Registration Number:</b>	2297654	SAITEK	
<b>Registration Number:</b>	1527096	SAITEK	
<b>Registration Number:</b>	2380810	SAITEK R4	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8013756600		
<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>	8013756600		
<b>Email:</b>	ipmail@djplaw.com		
<b>Correspondent Name:</b>	James Larson		
<b>Address Line 1:</b>	3301 Thanksgiving Way Suite 400		
<b>Address Line 4:</b>	Lehi, UTAH 84043		
<b>NAME OF SUBMITTER:</b>	James A Larson		
<b>SIGNATURE:</b>	/James A Larson/		
<b>DATE SIGNED:</b>	09/22/2016		
<b>Total Attachments: 2</b>			
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source=20160915 - Consent and Release (FGI)#page2.tif			

OP \$115.00 3332731

Consent and Release Letter

September 15, 2016

Mr. Dave McKeon  
Chief Financial Officer  
Mad Catz, Inc.  
10680 Treena St., Suite 500  
San Diego, California 92131

Via e-mail: [dmckeon@madcatz.com](mailto:dmckeon@madcatz.com)

Re: Release of Saitek Property

Dear Dave:

Reference is made to that certain Master Facilities Agreement dated as of June 30, 2015 (the "Master Facilities Agreement"), by Mad Catz Europe Limited (the "Client") and Faunus Group International, Inc. ("FGI"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Master Facilities Agreement.

Pursuant to the Master Facilities Agreement and certain other Finance Documents, the Client granted to FGI a security interest in, among other things, the Saitek trademark and all inventory that is labeled with the Saitek name (collectively, the "Saitek Property"). The Credit Parties propose to sell the Transferred Assets (as defined in the Purchase Agreement (as defined below)) including, without limitation, the Saitek Property to Logitech and certain of its affiliates (collectively, "Logitech") and have requested that FGI (a) consents to the sale of the Transferred Assets, including, without limitation, the Saitek Property to Logitech and (b) agrees to release all liens and security interests in favor of FGI in, on, and against the Transferred Assets, including, without limitation, the Saitek Property.

FGI agrees as follows:

1. **Consent to Sale of Saitek Property.** FGI hereby (a) consents to the sale by Client of the Transferred Assets, including, without limitation, the Saitek Property to Logitech upon the terms and in accordance with that certain Asset Purchase Agreement between the Credit Parties and certain of their affiliates and Logitech in substantially the same form as delivered to FGI on or prior to the date hereof (the "Purchase Agreement") and (b) agrees that the sale of the Transferred Assets, including, without limitation, the Saitek Property to Logitech on the terms and as set forth in the Purchase Agreement shall not constitute a Default or an Event of Default under the Master Facilities Agreement or any other Finance Document.
2. **Consent to License.** In connection with the sale of the Transferred Assets to Logitech, the Related Parties and certain of their affiliates are entering into a License Agreement with Logitech in substantially the same form as delivered to FGI on or prior to the date hereof (the "License Agreement"). FGI hereby (a) consents to the entry into the License Agreement and license granted by the Related Parties and certain of their affiliates to Logitech therein

and (b) agrees that the license granted to Logitech pursuant to the License Agreement and other terms of the License Agreement shall not constitute a Default or an Event of Default under the Master Facilities Agreement or any other Finance Document.

3. **Limitation of Waiver.** For the avoidance of doubt, the consent and waiver set out in paragraph 1 and paragraph 2 above shall only apply to (1) the entry into the Purchase Agreement and the sale of the Transferred Assets, including, without limitation, the Saitek Property and (2) the entry into the License Agreement. Other than as set out in this letter, nothing in this letter shall constitute or is intended to operate as a waiver of any Event of Default under the Master Facilities Agreement.
4. **Release by FGI.** Upon the completion of the sale of the Transferred Assets, including, without limitation, the Saitek Property to Logitech in accordance with the terms of the Purchase Agreement, and receipt by Mad Catz Interactive Asia Ltd. of the purchase price as set forth in the Purchase Agreement (the date such sale is completed and the purchase price is so received being herein call the "Sale Consent Date"), all security interests granted by any Security Obligor in the Transferred Assets, including, without limitation, the Saitek Property in favor of FGI, will be deemed terminated and released without further action of any party.
5. **Further Assurances.** Upon the reasonable request of the Client, the Secured Party shall promptly execute and deliver to the Client or its designee, at any time on or after the Sale Consent Date and at Client's sole cost and expense, any documents and instruments to effect the release described hereinabove, provided that such documents shall be in a form and substance satisfactory to FGI.
6. **Affirmation of representations and undertakings.** Each of the Client and the Security Obligor hereby confirms that each of the representations and undertakings contained in paragraph 6 (*General warranties and representations*), paragraph 7 (*General covenants*) and paragraph 8 (*General undertakings*) of schedule 1 of the Master Facilities Agreement is correct and complied with on the date of this letter other than as set out in this letter.

This letter shall be governed by and construed in accordance with English law.

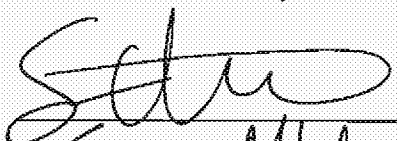
Very truly yours,

FAUNUS GROUP INTERNATIONAL, INC.

By:

Name:

Title:

  
\_\_\_\_\_  
Sami Afshar  
\_\_\_\_\_  
E. Director