

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Startek Invest Limited		06/20/2016	Private Company Limited By Shares: CYPRUS
RECEIVING PARTY DATA			
Name:	Game Garden, LLC		
Street Address:	548 Market St., Unit 48586		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94115		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4946366	ISLAND VILLAGE	
Registration Number:	4788198	FAIRY KINGDOM	
Registration Number:	4788197	FAIRY KINGDOM	
Registration Number:	4603278	FARMDALE	
Registration Number:	4564289	GAME GARDEN	
Serial Number:	86760549	LEGENDS OF MOONVALE	
Serial Number:	86849116	ISLAND VILLAGE	
Serial Number:	86135447	FARMDALE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6152858338		
Email:	afugett@fugettfirm.com		
Correspondent Name:	Anastasiya Fugett		
Address Line 1:	2817 West End Ave., suite 126-423		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	Anastasiya Fugett		
SIGNATURE:	/Anastasiya Fugett/		

OP \$215.00 4946366

DATE SIGNED:	09/29/2016
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), effective as of the date of the last signature below, is made by Startek Invest Limited (“**Assignor**”), a Cyprus private company limited by shares, located at Klimentos 41-43, Klimentos Tower, Flat/Office 25, Nicosia, Cyprus 1061, in favor of Game Garden, LLC (“**Assignee**”), a California limited liability company, located at 548 Market St., Suite 48586, San Francisco, California, United States 94115, the purchaser of certain software from Assignor pursuant to a Software Assignment Agreement between Assignor and Assignee, dated as of June 20, 2016 (the “**Software Assignment Agreement**”).

WHEREAS, under the terms of the Software Assignment Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyright registrations and applications for registration set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”);

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for

past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Software Assignment Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Software Assignment Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Software Assignment Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Software Assignment Agreement and the terms hereof, the terms of the Software Assignment Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

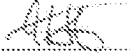
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed and delivered this IP Assignment.

ASSIGNOR

Startek Invest Limited



By: Ivan Petrov

Title: Authorized Agent

Date:



ASSIGNEE

Game Garden, LLC

By: Yuri Pomortsev

Title: President

Date:

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed and delivered this IP Assignment.

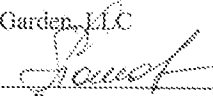
ASSIGNOR

Startek Invest Limited

.....
By: Ivan Petrov
Title: Authorized Agent
Date:

ASSIGNEE

Game Garden, LLC


.....
By: Yury Pomortsev
Title: President
Date: 06/20/2016

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS

INTERNATIONAL REGISTRATIONS

<u>Mark</u>	<u>Type</u>	<u>International Registration Number</u>	<u>Registration Date</u>
GAME GARDEN	Design plus words	1103285	10/05/2011
FAIRY FARM	Design plus words	1106471	11/21/2011

UNITED STATES REGISTRATIONS

<u>Mark</u>	<u>Type</u>	<u>Registration Number</u>	<u>Registration Date</u>
GAME GARDEN	Design plus words	4,513,009	04/15/2014
FAIRY FARM	Design plus words	4,489,913	03/04/2014
GAME GARDEN	Standard characters	4,564,289	07/08/2014
FARMDALE	Standard characters	4,603.278	09/09/2014
FAIRY KINGDOM	Standard characters	4,788,197	08/11/2015
FAIRY KINGDOM	Standard characters	4,788,198	08/11/2015
ISLAND VILLAGE	Standard characters	4,946,366	04/26/2016

UNITED STATES APPLICATIONS

<u>Mark</u>	<u>Type</u>	<u>Serial Number</u>
ISLAND VILLAGE	Standard characters	86,849,116
LEGENDS OF MOONVALE	Standard characters	86,760,549
FARMDALE	Standard characters	86,135,447

SCHEDULE 2

ASSIGNED COPYRIGHTS REGISTRATIONS

UNITED STATES COPYRIGHT REGISTRATIONS

<u>Title</u>	<u>Type</u>	<u>Copyright Number</u>	<u>Registration Date</u>
FAIRY FARM	Computer File	PA0001758372	11/21/2011
VOLSHEBNAYA FERMA	Computer File	PA0001758373	11/21/2011
Island Village	Computer File	PA0001758372	12/14/2015
Legends of Moonvale	Computer File	PAu003786491	09/17/2015