

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nextbit Systems Inc.		01/26/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Razer (Asia-Pacific) Pte. Ltd.		
Street Address:	514 Chai Chee Lane #07-05		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	469029		
Entity Type:	Private Limited Company: SINGAPORE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86327610	APPCAST	
Registration Number:	4514299	BATON	
Registration Number:	4739959	NEXTBIT	
Registration Number:	4740866		
Serial Number:	86722957	ROBIN	
Serial Number:	86741291	NEXTBIT	
Serial Number:	86723127		
Serial Number:	87082374	TAYLOR	
Serial Number:	86329344	NATIVESYNC	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	650-988-8500		
Email:	trademarks@fenwick.com,aolivas@fenwick.com,kradford@fenwick.com		
Correspondent Name:	Sally M. Abel		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	31557-00070-NEXTBIT		

CH \$240.00 86327610

DOMESTIC REPRESENTATIVE

Name: Sally M. Abel
Address Line 1: 801 California Street
Address Line 4: Mountain View, CALIFORNIA 94041

NAME OF SUBMITTER:	Sally M. Abel
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SIGNATURE:	/sabel/
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DATE SIGNED:	02/19/2017
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is made and entered into as of January 26, 2017 (the "*Effective Date*") by and between Nextbit Systems Inc., a Delaware corporation, ("*Assignor*") and Razer (Asia-Pacific) Pte. Ltd., a company incorporated in Singapore ("*Assignee*") and wholly-owned subsidiary of Razer Inc., an exempted company incorporated in the Cayman Islands ("*Parent*"). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignee Parent and Razer USA Ltd., a Delaware corporation ("*Purchaser*"), are parties to that certain Asset Purchase Agreement, dated as of December 30, 2016 (the "*Purchase Agreement*"), pursuant to which Purchaser and Assignee, as a designee of Purchaser in accordance with Section 1.1 of the Purchase Agreement, have agreed to acquire the Purchased Assets, including all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, including, without limitation, those trademarks, service marks, and trade names listed in Exhibit A attached hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor, on behalf of itself and its Affiliates, hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, and that portion of the business which is ongoing and existing to which the trademarks pertain, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national trademark offices.

b. Assignor agrees to take such further actions, as may be necessary or appropriate, including the execution and acknowledgment of instruments, to assist the Assignee

in connection with the prosecution, maintenance and enforcement of any of the Trademarks as requested by the Assignee.

c. Assignor grants the attorney of record the power to insert on this Agreement any further identifying information describing the parties or the marks listed in Exhibit A attached hereto that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

d. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings in law, in equity or otherwise, to execute, acknowledge and deliver 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. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

e. Assignor represents that the Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with the Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

3. Miscellaneous. This Agreement shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.


This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law principles of such state. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

NEXBIT SYSTEMS INC.

By: 
Name: TIM HUB
Title: CEO

ASSIGNEE:

RAZER (ASIA-PACIFIC) PTE. LTD.

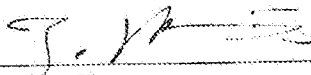
By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

RAZER (ASIA-PACIFIC) PTE. LTD.

By: 
Name: Min-Liang Tan
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005992 FRAME: 0280

