

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM438460

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, Inc. (Chapter 7 trustee)		06/28/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Device Expert, Inc.		
Street Address:	14F-8, No 258, Lian Cheung Rd, Zhonghe Dist.		
City:	New Taipei City		
State/Country:	TAIWAN		
Entity Type:	Corporation: SAMOA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	78010671	MAD CATZ	
Serial Number:	77938245	TRITTON	
Serial Number:	77938252	TT	
Serial Number:	77763499	ECLIPSE	
Serial Number:	77763490	ECLIPSE	
Serial Number:	77938780	SEE2	
Serial Number:	77938772	THE ULTIMATE GAMING HEADSET	
Serial Number:	76129312	GAMESHARK	
Serial Number:	76337306	SHARKCAGE	
Serial Number:	76337305	SHARKPHONES	
Serial Number:	75529602	SHARKBYTE	
Serial Number:	75595335	DUAL FORCE	
Serial Number:	75734460	POOL SHARK	
Serial Number:	75642723	GAMESHARK PRO	
Serial Number:	75526274	HAMMERHEAD	
Serial Number:	75005635	GAME SHARK	
Serial Number:	75319442	MAD CATZ	
Serial Number:	75221435	SHARKPAD PRO	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$465.00 78010671

Fax Number: 4048065639

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.

Phone: 404-870-4628

Email: trademark@lockelord.com

Correspondent Name: Ziwen Zhu

Address Line 1: Church Street Station

Address Line 2: P.O. Box 1470

Address Line 4: New York, NEW YORK 10008-1470

ATTORNEY DOCKET NUMBER:	1008123-00001
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NAME OF SUBMITTER:	Ziwen Zhu
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SIGNATURE:	/Ziwen Zhu/
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DATE SIGNED:	08/08/2017
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”) is entered into this ^{28th} day of June, 2017 (the “**Effective Date**”) by DAVID W. CARICKHOFF, solely as chapter 7 trustee of estate of Mad Catz, Inc. (“**Debtor**”), Debtor under Case No. 17-10679 (KG) (“**Assignor**”) and by Device Expert Inc., a corporation formed under the International Companies Act of Samoa (“**Assignee**”).

WHEREAS, Assignor and Assignee entered into a certain Asset Purchase Agreement dated June 19, 2017 (the “**Purchase Agreement**”) and certain Bill of Sale and Assignment of even date herewith;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer and convey to Assignee and Assignee has agreed to purchase from Assignor, all of the Debtor’s right, title and interest in and to certain U.S. trademarks marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Patent and Trademark Office, as listed on Schedule A attached hereto and incorporated herein (together with the goodwill of the business associated therewith (the “**Marks**”); and

WHEREAS Assignee desires to acquire all of Debtor’s right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Debtor’s right, title and interest in and to the Marks, together with any applications and registrations therefor, throughout the world.

2. Assignor represents and warrants that Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized.

3. At any time, and from time to time after the Effective Date, at the request and the sole expense of Assignee, Assignor shall promptly execute and deliver such documents, and take other acts, as Assignor or its counsel may reasonably request to effectuate the purposes of this Agreement and the Purchase Agreement.

4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee’s use or ownership, or the validity, of the Marks.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. Miscellaneous.

(a) No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Delaware.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

By: 

Name: David W. Carickhoff acting solely as
Chapter 7 Trustee of the bankruptcy estate of Mad
Catz, Inc.

ASSIGNEE:

Device Expert Inc.

By: 

Name: Ho-Lung Lu
Title:

Schedule A

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>	<u>Live/Dead</u>	<u>Owner</u>	<u>Owner Address</u>
78010671	2545082	MAD CATZ	LIVE	MAD CATZ, INC. CORPORATION DELAWARE	10680 TREENA STREET SUITE 500, SAN DIEGO, CALIFORNIA 92131- 2447
77938245	4004392	TRITTON	LIVE	MAD CATZ, INC. CORPORATION DELAWARE	10680 TREENA STREET SUITE 500, SAN DIEGO, CALIFORNIA 92131- 2447
77938252	3906693	TT	LIVE	MAD CATZ, INC. CORPORATION DELAWARE	10680 TREENA STREET SUITE 500, SAN DIEGO, CALIFORNIA 92131- 2447
77763499	3986293	ECLIPSE	LIVE	MAD CATZ, INC. CORPORATION DELAWARE	10680 TREENA STREET SUITE 500, SAN DIEGO, CALIFORNIA 92131- 2447
77763490	3986292	ECLIPSE	LIVE	MAD CATZ, INC. CORPORATION DELAWARE	10680 TREENA STREET SUITE 500, SAN DIEGO, CALIFORNIA 92131- 2447
77938780		SEE2	DEAD	MAD CATZ, INC. CORPORATION DELAWARE	7480 MISSION VALLEY ROAD SUITE 101, SAN DIEGO, CALIFORNIA 92108
77938772		THE ULTIMATE GAMING HEADSET	DEAD	MAD CATZ, INC. CORPORATION DELAWARE	7480 MISSION VALLEY ROAD SUITE 101, SAN DIEGO, CALIFORNIA 92108
76129312	2782351	GAMESHARK	LIVE	MAD CATZ, INC. CORPORATION DELAWARE	10680 TREENA STREET, SUITE 500 SAN DIEGO, CALIFORNIA 92131
76337306		SHARKCAGE	DEAD	MAD CATZ, INC. CORPORATION BY ASSIGNMENT DELAWARE	7480 MISSION VALLEY ROAD SUITE 101, C/O WHITNEY E. PETERSON SAN DIEGO, CALIFORNIA 92108
				MAD CATZ, INC.	7480 MISSION

76337305		SHARKPHONES	DEAD	CORPORATION BY ASSIGNMENT DELAWARE	VALLEY ROAD SUITE 101, C/O WHITNEY E. PETERSON SAN DIEGO, CALIFORNIA 92108
75529602	2337520	SHARKBYTE	LIVE	MAD CATZ, INC. CORPORATION DELAWARE	10680 TREENA STREET SUITE 500, SAN DIEGO, CALIFORNIA 92131- 2447
75595335	2657539	DUAL FORCE	LIVE	MAD CATZ, INC. CORPORATION UTAH	7480 MISSION VALLEY ROAD SUITE 101, SAN DIEGO, CALIFORNIA 92108
75734460		POOL SHARK	DEAD	MAD CATZ, INC. CORPORATION DELAWARE	7480 MISSION VALLEY ROAD SUITE 101, SAN DIEGO, CALIFORNIA 92108
75642723	2394958	GAMESHARK PRO	DEAD	MAD CATZ, INC. CORPORATION DELAWARE	7480 MISSION VALLEY ROAD SUITE 101, SAN DIEGO, CALIFORNIA 92108
75526274	2302938	HAMMERHEAD	DEAD	MAD CATZ, INC. CORPORATION DELAWARE	7480 MISSION VALLEY ROAD SUITE 101, SAN DIEGO, CALIFORNIA 92108
75005635	2203092	GAME SHARK	LIVE	MAD CATZ, INC. CORPORATION DELAWARE	10680 TREENA STREET SUITE 500, SAN DIEGO, CALIFORNIA 92131- 2447
75319442	2180509	MAD CATZ	LIVE	MAD CATZ, INC. CORPORATION DELAWARE	10680 TREENA STREET SUITE 500, SAN DIEGO, CALIFORNIA 92131- 2447
75221435	2238027	SHARKPAD PRO	LIVE	MAD CATZ, INC. CORPORATION DELAWARE	7480 MISSION VALLEY ROAD SUITE 101, SAN DIEGO, CALIFORNIA 92108

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