

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447769

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, Inc.		09/28/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Fast Track Global Limited		
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: 4			
Property Type	Number	Word Mark	
Registration Number:	4390986		
Registration Number:	5031303	S.T.R.I.K.E.	
Registration Number:	4390977	MAD CATZ	
Serial Number:	86810592	MAD CATZ	
CORRESPONDENCE DATA			
Fax Number:	4048065639		
<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:	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		
NAME OF SUBMITTER:	Ziwen Zhu		
SIGNATURE:	/Ziwen Zhu/		
DATE SIGNED:	10/18/2017		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Agreement**") is entered into this 28 day of Sept., 2017 (the "**Effective Date**") by and between PricewaterhouseCoopers Inc., in its capacity as Trustee of the estates of Mad Catz Interactive, Inc. ("MCII") and 1328158 Ontario Inc., operating as Mad Catz Canada ("1328158", and together with MCII, the "Debtors") in bankruptcy and not in its personal capacity and without personal or corporate liability ("**Assignor**" or the "**Trustee**") and Fast Track Global Limited., a corporation formed under the International Business Companies Act of Samoa ("**Assignee**").

WHEREAS, Assignor and Assignee entered into a certain Asset Purchase Agreement dated September 12, 2017 (the "**Purchase Agreement**"); and

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 trademarks, both registered and unregistered, and applications for trademark and service mark registrations, 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 shall be construed, performed and enforced in accordance with, and governed by, the laws of the province of Ontario (without giving effect to the principles of conflicts of laws thereof) and the laws of Canada applicable therein. The parties hereto irrevocably elect Ontario as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the jurisdiction of the Court.

(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:

PRICEWATERHOUSECOOPERS INC., in its capacity as Trustee of the estates of Mad Catz Interactive, Inc. and 1328158 Ontario Inc. in bankruptcy, and not in its personal capacity and without personal or corporate liability

By: 

Name: Mica Arlette

Title: Senior Vice President

ASSIGNEE:

Fast Track Global Limited

By: 

Name: Ho-Lung Lu

Title: CEO

Schedule A

COUNTRY	OWNER	DESCRIPTION	REG/APP NO.	REG DATE	CLASS	STATUS
Australia	Mad Catz Interactive, Inc.	New Scratch - no Text	1547961	3/23/2016	9,25,28	Registered
Australia	Mad Catz Interactive, Inc.	New Scratch - With Text	1547960	3/23/2013	9,25,28	Registered
Australia	Mad Catz Interactive, Inc.	Joytech Graphic Logo	787085	3/1/2000	9,35	Registered
Australia	Mad Catz Interactive, Inc.	Joytech	787110	3/1/2000	9,35	Registered
Brazil	Mad Catz Interactive, Inc.	New Scratch - no Text	840463693	12/8/2015	9	Registered
Brazil	Mad Catz Interactive, Inc.	New Scratch - no Text	840463642		25	Applied
Brazil	Mad Catz Interactive, Inc.	New Scratch - no Text	840463685	12/8/2015	28	Applied
Brazil	Mad Catz Interactive, Inc.	New Scratch - With Text	840463715	12/8/2015	9	Registered
Brazil	Mad Catz Interactive, Inc.	New Scratch - With Text	840463650		25	Applied
Brazil	Mad Catz Interactive, Inc.	New Scratch - With Text	840463669	12/8/2015	28	Registered
Canada	Mad Catz Interactive, Inc.	New Scratch - no Text	1810928		9,25,28	Applied
Canada	Mad Catz Interactive,	New Scratch -	1810922		9,25,28	Applied

COUNTRY	OWNER	DESCRIPTION	REG/APP NO.	REG DATE	CLASS	STATUS
	Inc.	With Text				
China	Mad Catz Interactive, Inc.	Mad Catz Name	14531759	6/28/2015	28	Registered
China	Mad Catz Interactive, Inc.	New Scratch - no Text	12309629	8/28/2014	9	Registered
China	Mad Catz Interactive, Inc.	New Scratch - no Text	12309760	8/28/2014	28	Registered
CTM	Mad Catz Interactive, Inc.	Joytech Name	001080092	8/9/2000	9,16,28	Registered
CTM	Mad Catz Interactive, Inc.	S.T.R.I.K.E.	15022569	5/3/2016	9	Registered
CTM	Mad Catz Interactive, Inc.	New Scratch - no Text	11390853		9,25,28	Examination Pending
CTM	Mad Catz Interactive, Inc.	New Scratch - With Text	11390846		9,25,28	Examination Pending
India	Mad Catz Interactive, Inc.	New Scratch - no Text	2497948		9,25,28	Applied
India	Mad Catz Interactive, Inc.	New Scratch - With Text	2497947		9,25,28	Applied
Japan	Mad Catz Interactive, Inc.	New Scratch - no Text	5613889	9/6/2013	9,25,28	Registered
Japan	Mad Catz Interactive, Inc.	New Scratch - With Text	5609046	8/23/2013	9,25,28	Registered
Korea	Mad Catz Interactive,	New Scratch - no	40-2013-		9,25,28	Applied

COUNTRY	OWNER	DESCRIPTION	REG/APP NO.	REG DATE	CLASS	STATUS
	Inc.	Text	0018365			
Korea	Mad Catz Interactive, Inc.	New Scratch - With Text	40-2013-0018366		9,25,28	Applied
Mexico	Mad Catz Interactive, Inc.	MC Name	717620	9/27/2001	28	Registered
Mexico	Mad Catz Interactive, Inc.	Paw Scratch - With Text	725889	11/30/2001	9	Registered
Mexico	Mad Catz Interactive, Inc.	Paw Scratch - With Text	719740	10/29/2001	28	Registered
Mexico	Mad Catz Interactive, Inc.	MC Name	719750	10/29/2001	9	Registered
Mexico	Mad Catz Interactive, Inc.	New Scratch - no Text	1484528	11/5/2014	9	Registered
Mexico	Mad Catz Interactive, Inc.	New Scratch - no Text	1375985	6/18/2013	25	Registered
Mexico	Mad Catz Interactive, Inc.	New Scratch - no Text	1433881	2/13/2014	28	Registered
Mexico	Mad Catz Interactive, Inc.	New Scratch - With Text	1554848	7/15/2015	9	Registered
Mexico	Mad Catz Interactive, Inc.	New Scratch - With Text	1375984	6/18/2013	25	Registered
Mexico	Mad Catz Interactive, Inc.	New Scratch - With Text	1508635	1/23/2015	28	Registered

COUNTRY	OWNER	DESCRIPTION	REG/APP NO.	REG DATE	CLASS	STATUS
Mexico	Mad Catz Interactive, Inc.	New Scratch - With Text	1508645	1/23/2015	28	Registered
Norway	Mad Catz Interactive, Inc.	New Scratch - no Text	271468	7/5/2013	9,25,28	Registered
Norway	Mad Catz Interactive, Inc.	New Scratch - With Text	271467	7/5/2013	9,25,28	Registered
Russia	Mad Catz Interactive, Inc.	MAD CATZ	2013736233		9,25,28	Applied
Russia	Mad Catz Interactive, Inc.	MAD CATZ (Word mark)	540425	4/15/2015	9,25,28	Registered
Russia	Mad Catz Interactive, Inc.	New Scratch - no Text	520095	8/11/2014	9,25,28	Registered
Russia	Mad Catz Interactive, Inc.	New Scratch - With Text	519074	7/30/2014	9,25,28	Registered
Russia	Mad Catz Interactive, Inc.	R.A.T.	53697	2/4/2015	9,28	Registered
Russia	Mad Catz Interactive, Inc.	S.T.R.I.K.E.	531914	1/14/2015	9,28	Registered
Russia	Mad Catz Interactive, Inc.	F.R.E.Q.	533696	2/4/2015	9	Registered
Russia	Mad Catz Interactive, Inc.	G.L.I.D.E.	532986	1/27/2015	9	Registered
Russia	Mad Catz Interactive, Inc.	M.O.J.O.	556067	10/22/2013	9,28	Registered

COUNTRY	OWNER	DESCRIPTION	REG/APP NO.	REG DATE	CLASS	STATUS
Russia	Mad Catz Interactive, Inc.	TRITTON (word mark)	5560679	10/22/2013	9	Registered
Russia	Mad Catz Interactive, Inc.	TRITTON (stylized)	556068	10/22/2013	9	Registered
Russia	Mad Catz Interactive, Inc.	TT	558694	12/1/2015	9	Registered
Russia	Mad Catz Interactive, Inc.	MAD CATS (Word)	367650	2/28/2014	9	Registered
Taiwan	Mad Catz Interactive, Inc.	New Scratch - no Text	1647690	6/1/2014	9,25,28	Registered
Taiwan	Mad Catz Interactive, Inc.	New Scratch - With Text	1666895	9/16/2014	9,25,28	Registered
UK	Mad Catz Interactive, Inc.	Joytech	2184493A	1/2/2000	9, 28	Registered
UK	Mad Catz Interactive, Inc.	Joytech Europe	2184493B	1/2/2000	9, 28	Registered
US	Mad Catz Interactive, Inc.	New Scratch - With Text	4390977	8/27/2013	9,25,28	Registered
US	Mad Catz Interactive, Inc.	New Scratch - No Text	4390986	8/27/2013	9,25,28	Registered
US	Mad Catz Interactive, Inc.	S.T.R.I.K.E.	5031303	8/30/2016	9	Registered
US	Mad Catz Interactive, Inc.	Mad Catz	86810592		9,25,28	Pending

COUNTRY	OWNER	DESCRIPTION	REG/APP NO.	REG DATE	CLASS	STATUS
China	Mad Catz Interactive, Inc.	New scratch -- with text	12479231	4/24/2013		