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ETAS ID: TM453755

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
2G Capital, Inc.	FORMERLY Electronic Entertainment Design and Research	12/30/2016	Corporation: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	The NPD Group, Inc.		
Street Address:	900 West Shore Road		
City:	Port Washington		
State/Country:	NEW YORK		
Postal Code:	11050		
Entity Type:	Corporation: NEW YORK		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	3560834	EEDAR	
Registration Number:	3555142	GAMEPULSE	
Registration Number:	4126733	CONTEXT IS EVERYTHING	
Registration Number:	3457618	DESIGNMETRICS	

#### **CORRESPONDENCE DATA**

**Fax Number:** 8882291178

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:** 917 410 7941

Email: Mark@Zeisler-law.com
Correspondent Name: Mark N. Mutterperl
Address Line 1: 750 Third Avenue

Address Line 2: 9th Floor

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Mark N. Mutterperl	
SIGNATURE:	/Mark N. Mutterperl/	
DATE SIGNED:	12/08/2017	

**Total Attachments: 3** 

TRADEMARK REEL: 006224 FRAME: 0235

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### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated effective as of December 30, 2016 (the "Effective Date"), is between 2G CAPITAL, INC. (formerly known as ELECTRONIC ENTERTAINMENT DESIGN AND RESEARCH), a California corporation ("Assignor"), and THE NPD GROUP, INC., a New York corporation ("Assignee"), and is entered into in connection with that certain Asset Purchase Agreement, dated as of the effective date above, by and between Assignor and Assignee (the "Purchase Agreement").

#### WITNESSETH:

WHEREAS, for good and valuable consideration and pursuant to the Purchase Agreement, and upon the terms and conditions set forth below, Assignor desires to assign all of its right, title, and interest in and to the trademarks identified on <u>Schedule A</u> attached hereto and the U.S. federal trademark registrations associated therewith (the "<u>Trademarks</u>") to Assignee, and Assignee desires to accept such assignment.

**NOW, THEREFORE**, in consideration of the transactions contemplated by the Purchase Agreement and this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment.</u> Assignor hereby assigns, conveys and transfers unto Assignee all right, title, and interest in and to the Trademarks, including the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, and the right to the goodwill associated with the Trademarks.
- 2. <u>Representations and Warranties</u>. None of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be abrogated, enlarged, modified or altered in any way by such execution and acceptance of this Agreement.
- 3. <u>Terms of the Purchase Agreement</u>. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
- 5. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same

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agreement. A signed copy of this Agreement delivered by facsimile or other means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

> 2G CAPITAL, INC. (f/k/a ELECTRONIC ENTERTAINMENT DESIGN AND RESEARCH)

Name: Gregory Short Title: President

THE NPD GROUP, INC.

By: Chishops Name: Chrishopson
Title: EVELEC

# Schedule A

# Registered Trademarks

Country	Character Mark	Reg. No.	Status
United States	EEDAR	77490234	Issued
United States	GamePulse	77425860	Issued
United States	Context is Everything	85260320	Issued
United States	DesignMetrics	77319087	Issued

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