

900434928 01/09/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM457418

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREE, Inc.		01/03/2018	Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	RockYou, Inc. California		
Street Address:	642 Harrison Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4791033	WAR OF NATIONS	
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:	212-548-2156		
Email:	flewis@mcguirewoods.com		
Correspondent Name:	Felicity Lewis		
Address Line 1:	1345 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10105		
NAME OF SUBMITTER:	Felicity Lewis		
SIGNATURE:	/Felicity Lewis/		
DATE SIGNED:	01/09/2018		
Total Attachments: 4			
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OP \$40.00 4791033

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”), is entered into as of January 3, 2018 by and between GREE International, Inc. a California corporation (“**GREE**”) and RockYou, Inc., a Delaware corporation (“**RockYou**”).

RECITALS

- A. WHEREAS, GREE is a wholly owned subsidiary of RockYou.
- B. WHEREAS, GREE desires to transfer all of its right title and interest in and to certain intellectual property owned by GREE set forth on Exhibit A attached hereto (the “**Registered IP**”), and RockYou desires to acquire and assume all such intellectual property.

AGREEMENT

NOW, THEREFORE, for and in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, GREE and RockYou agree as follows:

1. Assignment. GREE, on behalf of itself and its predecessors and successors in interest, hereby transfers and assigns to RockYou all of GREE’s existing right, title and interest in and to (i) the Registered IP, and (ii) all goodwill associated with the Registered IP. The parties agree to execute any documents in any jurisdiction as may be required to accomplish the transfer and assignment of all right, title, interest and goodwill that GREE has in the Registered IP.
2. Registered IP Ownership; Prosecution of Infringements; Cooperation. GREE acknowledges that RockYou is the sole and exclusive owner of, and has the sole and exclusive right to use, register and enforce the Registered IP. Each party shall reasonably cooperate with the other party, as is reasonably necessary in any investigation, action or proceeding against a trademark infringement, opposition, cancellation or other action involving the Registered IP.
3. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.
4. Governing Law. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to any choice of law or conflicts of laws principles of such state; provided, however, that any aspects of this Agreement that are the subject matter of the United States Lanham Act shall be governed by the federal laws of the United States.
5. Attorneys’ Fees. In any action brought to resolve a dispute or claim arising under or related to this Agreement, the prevailing party shall be entitled to recover its costs, including attorneys’ fees actually incurred.

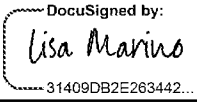
6. Waiver of Rights. The observance of any term of this Agreement may be waived only by a paper writing executed by a duly authorized representative of the party to be bound. Waiver of any provision of this Agreement, or the failure by either party to enforce any provision of this Agreement, will not be deemed a waiver of future enforcement of that or any other provision. The terms and conditions of this Agreement may be altered, modified, changed or amended only by a paper writing executed by duly authorized representatives of the parties.

7. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect to the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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IN WITNESS WHEREOF, this Trademark Assignment Agreement is executed as of the date first written above.

RockYou, Inc.

By:  _____
31409DB2E263442...

Name: Lisa Marino
Title: Chief Executive Officer

Address: 642 Harrison Street, Suite 300
San Francisco, CA 94107

GREE International, Inc.

By:  _____
31409DB2E263442...

Name: Lisa Marino
Title: Chief Executive Officer

Address: 642 Harrison Street, Suite 300
San Francisco, CA 94107

Exhibit A

Trademarks

Country	Status	Trademark	Class	Filing No.	Filing Date	Registration No.	Registration Date
US	Registered	WAR OF NATIONS	09,41	85904432	2013/4/15	4,791,033	2015/8/11