

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483397

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900448981		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Respawn Entertainment, LLC		03/30/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Electronic Arts Inc.		
Street Address:	209 Redwood Shores Parkway		
Internal Address:	Legal Department		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4685073	RESPAWN ENTERTAINMENT	
Registration Number:	4606432	TITANFALL	
CORRESPONDENCE DATA			
Fax Number:	6506281422		
<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:	6506281500		
Email:	trademarks@ea.com		
Correspondent Name:	VINEETA GAJWANI		
Address Line 1:	209 REDWOOD SHORES PARKWAY		
Address Line 2:	LEGAL DEPARTMENT		
Address Line 4:	REDWOOD CITY, CALIFORNIA 94065		
NAME OF SUBMITTER:	Vineeta Gajwani		
SIGNATURE:	/vg/		
DATE SIGNED:	07/25/2018		
Total Attachments: 5			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
RESPAWN ENTERTAINMENT, LLC
AND
ELECTRONIC ARTS INC.**

This Intellectual Property Assignment Agreement (this “*Assignment Agreement*”) is made and entered into as of March 30, 2018 (the “*Effective Date*”) by and between Respawn Entertainment, LLC, a company organized under the laws of California with its office located at 20131 Prairie St, Chatsworth, CA 91311 (“*Assignor*”) and Electronic Arts Inc., a company organized under the laws of Delaware with its office located at 209 Redwood Shores Parkway, Redwood City, CA 94065 (“*Assignee*”). Assignor and Assignee are sometimes collectively referred to herein as the “*Parties.*”

RECITALS

WHEREAS, pursuant to the transactions provided for in the Agreement and Plan of Merger by and among Licensor, Rover Merger Sub LLC, Respawn Entertainment, LLC, and the other parties thereto, dated as of November 8, 2017;

WHEREAS, to further the Parties’ business purposes and for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee wishes to obtain by assignment, and Assignor wishes to assign to Assignee, all right, title and interest in the Intellectual Property (defined herein) by entering into this confirmatory Assignment Agreement.

Now, therefore, the Parties agree as follows:

1. Assignment of Intellectual Property. Assignor hereby transfers, assigns and conveys to Assignee all of Assignor’s right, title and interest, of whatever kind and nature forever and throughout the universe, including all causes of action, in either law or equity, for past, present, and future claims, in and to the Intellectual Property including all goodwill associated with the use of the Intellectual Property. “*Intellectual Property*” shall mean any or all of the following: (i) all patents and patent applications; (ii) inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, confidential information, know how, technology, processes, designs, and all documentation relating to any of the foregoing; (iii) all works of authorship in any media, and all copyrights, copyright registrations and applications therefor, and all other rights, including authors’ or moral rights, rights to make derivative works and neighboring rights, corresponding thereto throughout the world; (iv) all trade names, logos, common law trademarks and service marks, Internet domain names, trademark and service mark registrations and applications therefor throughout the world; (v) all computer software, including all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; (vi) with respect to subsections (i), (iii) and (iv) above, all corresponding recordings, licenses or similar agreements; and (vi) any other intellectual property or proprietary rights and (vii) any similar or equivalent rights to any of the foregoing anywhere in the world, owned or otherwise held by Assignor as of the Effective Date. For the sake of clarity, “*Intellectual Property*” includes but is not limited to the registered intellectual property set forth on Schedule A), and all rights to receive any of the foregoing, rights corresponding to the foregoing and all proceeds thereof. In the event that any Intellectual Property that is owned by, or filed in the name of, Assignor, but not included in Schedules A is identified, discovered or found, then Assignor shall duly transfer, assign and convey such Intellectual Property to Assignee and such Intellectual Property shall be deemed to be incorporated and be deemed part of such Schedules A. Assignor represents that Assignor has all of the rights, titles, and interests to convey the Intellectual Property as set forth herein, and covenants that Assignor has not made any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed except as may have occurred within the ordinary course of Assignor’s business.

2. Authorizations. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the appropriate empowered officials or issuing authorities in relevant jurisdictions outside the United States, as applicable, to record the transfer of all trademark registrations and applications and all patents and patent applications, included in the Intellectual Property, respectively, to Assignee as assignee of Assignor's entire right, title and interest therein, and to issue to Assignee all trademark registrations and all patents referred to above which may issue with respect to such Intellectual Property in or outside the United States, in accordance with this Assignment Agreement. Assignor hereby authorizes the Registrar of Copyrights of the United States and other empowered officials of the United States Copyright Office and the appropriate empowered officials or issuing authorities in relevant jurisdictions outside the United States to record the transfer of all registrations for copyrights included in the Intellectual Property to Assignee as assignee of Assignor's entire right, title and interest therein, and to issue to Assignee all copyright registrations referred to above which may issue with respect to such Intellectual Property in or outside the United States, in accordance with this Assignment Agreement. Assignor will cooperate with Assignee to transfer ownership and management of domain names to Assignee or its designee pursuant to the current procedures promulgated by the appropriate domain name registrar for modifying a domain record. Assignee will bear all costs related to the recordation of the Intellectual Property.

3. Further Documents. If at any time after the Effective Date, any further action is necessary or desirable to carry out the purposes of this Assignment Agreement, Assignor agrees to execute and deliver to Assignee such further instruments, such as notices, assignments, executed transfers in registrable form and other documents as may be reasonably required to carry out or effectuate the purposes and intent of this Assignment Agreement and to vest in Assignee full right, title and interest in and to the Intellectual Property.

4. Substitution and Subrogation. The assignment, transfer and conveyance contained herein is made with full powers of substitution and subrogation of Assignee in and to all covenants and warranties heretofore given or made by third parties to Assignor in respect of the Intellectual Property.

5. Binding Effect. This Assignment Agreement shall bind and inure to the benefit of the respective Parties and their successors, assigns, and transferees.

6. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of California without giving effect to the principles of choice of law or conflicts of law thereof.

7. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

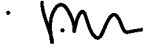
8. Headings. The subject headings of this Assignment Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision of this Assignment Agreement.

9. Amendments. No modification or amendment to this Assignment Agreement shall be binding upon the parties unless in writing and executed by the duly authorized representative of each of the parties.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Assignment Agreement has been executed by the Parties as of the Effective Date by their authorized representatives as set forth below:

RESPAWN ENTERTAINMENT, LLC



By: its Managing Member, Electronic Arts Inc.

Name: Jacob J. Schatz

Title: General Counsel & Corporate Secretary

ELECTRONIC ARTS INC.



By: _____

Name: Jacob J. Schatz

Title: General Counsel & Corporate Secretary

SCHEDULE A

TRADEMARK REGISTRATIONS & APPLICATIONS

Trademark	Registration/Application No.	Jurisdiction
Respawn Entertainment	4685073	USA
Titanfall	4606432	USA
Titanfall	1576686	Australia
Titanfall	840652640	Brazil
Titanfall	TMA894775	Canada
Titanfall	13290783	China
Titanfall		Hong Kong
Titanfall	012090072	EUIPO
Titanfall	5614973	Japan
Titanfall	532107	Russia
Titanfall	4010500510000	South Korea
Titanfall Online	4012772930000	South Korea

COPYRIGHTS

Titanfall (registration application pending)
Titanfall 2 (registration application pending)

REGISTERED DOMAINS

hammondrobotics.com
respawn.club
respawn.com
tfassault.com
tffassault.com
tfffrontline.com
tffrontline.com
tfmobile.com
tffrontline.com
titan-fall.com
titan-fall.info
titan-fall.net
titan-fall.org
titanfail.com
titanfail.info
titanfail.net
titanfail.org
titanfailassaultblows.com
titanfailassaultsucks.com
titanfailfrontlineblows.com
titanfailfrontlinesucks.com

titanfailmobileblowss.com
titanfailmobilesucks.com
titanfall.club
titanfall.com
titanfall.info
titanfall.net
titanfall.org
titanfall2.com
titanfall2.info
titanfall2.net
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titanfallassault.com
titanfallassaultblows.com
titanfallassaultsucks.com
titanfallce.com
titanfallffrontline.com
titanfallfrontline.com
titanfallfrontlineblows.com
titanfallfrontlinesucks.com
titanfallgame.com
titanfallgame.info

titanfallgame.net
titanfallgame.org
titanfallfrontline.com
titanfallmobile.com
titanfallmobileblowss.com
titanfallmobilesucks.com
titanfallmoble.com
titanfallmoblle.com
titanfallthegame.com
titanfallthegame.info
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titanfallthegame.org
titanwar2.com
titanwar2.info
titanwar2.net
titanwar2.org
wwwtfrontline.com