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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM488802

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
Campo Santo Productions LLC		03/29/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Valve Corporation	
Street Address:	10400 NE 4th Street, Suite 1400	
City:	Bellevue	
State/Country:	WASHINGTON	
Postal Code:	98004	
Entity Type:	Corporation: WASHINGTON	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87702314	IN THE VALLEY OF GODS

CORRESPONDENCE DATA

Fax Number:

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: 617-261-3115

Email: botrademarks@klgates.com

Correspondent Name: David J. Byer
Address Line 1: One Lincoln Street

Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:	David J. Byer
SIGNATURE:	/David J. Byer/
DATE SIGNED:	09/05/2018

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") by and between Campo Santo Productions LLC, a California LLC with a business address of 355 Bryant Street, Unit 108, San Francisco, California 94107 ("Assignor") and Valve Corporation, a Washington corporation with a business address of 10400 NE 4th Street, Suite 1400, Bellevue, Washington 98004 ("Assignee"), is effective as of March 29, 2018.

WHEREAS, Assignor is the owner of the right, title and interest in and to the trademark, US Application number 87/702,314 for IN THE VALLEY OF GODS, including all common law and statutory right, title and interest, together with the goodwill related thereto (the "Mark");

WHEREAS, Assignee desires to acquire and Assignor desires to transfer to Assignee, Assignor's entire right, title and interest in and to the Mark and the goodwill and assets of the entire business in connection with which the aforesaid Mark has been used;

WHEREAS, on March 29, 2018, Assignor and Assignee, entered into an Asset Purchase Sale Agreement (the "Agreement"); and

WHEREAS, in connection with the Agreement between Assignor and Assignee, Assignor agreed to sell, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in the Mark, and the goodwill and assets associated with and symbolized by the Mark effective on the Closing Date of the Agreement (as defined therein), and to execute such additional instruments as may be necessary to confirm such assignment.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby freely acknowledged:

- 1. <u>Assignment.</u> Assignor does hereby transfer, convey, and assign to Assignee all of Assignor's right, title and interest in, to and under the Mark, including any and all common law rights thereof, together with the goodwill of the business symbolized by and associated with the Mark. The Mark is being assigned as part of the entire business to which the Mark pertains, as required by Section 10 of the Trademark Act, 15 U. S. C. §1060 and any laws that are in effect or may apply to secure title of this Mark in the United States or any other country or jurisdiction throughout the world.
- 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Mark including, but not limited to, assignments, transfers and related powers of attorney.
- 3. <u>Representations and Warranties</u>. Assignor hereby represents and warrants to Assignee that it owns all right, title and interest in and to the Marks, free and clear of liens, security interests and

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other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Mark and Assignor's ownership and use thereof.

4. <u>Entire Agreement</u>. This Trademark Assignment constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by on the date first written above.

ASSIGNOR:

CAMPO SANTO PRODUCTIONS LLC

By: Name: Seas Vanaman

Title: Studio Director

ACCEPTED AND ACKNOWLEDGED:

ASSIGNEE:

VALVE CORPORATION

Name: Karl Quackenbush

Title: General Counsel

RECORDED: 09/05/2018