

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM504733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Altamil, S.A.		05/26/2017	Corporation: URUGUAY
RECEIVING PARTY DATA			
Name:	Take-Two Interactive Software, Inc.		
Street Address:	110 West 44th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5073567	KERBAL SPACE PROGRAM	
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:	2128087800		
Email:	trademarks@kelleydrye.com		
Correspondent Name:	Andrea L. Calvaruso		
Address Line 1:	101 Park Avenue		
Address Line 2:	Kelley Drye & Warren LLP		
Address Line 4:	New York, NEW YORK 10178		
ATTORNEY DOCKET NUMBER:	019321-0081		
NAME OF SUBMITTER:	Andrea L. Calvaruso, Esq.		
SIGNATURE:	/Andrea L. Calvaruso/		
DATE SIGNED:	01/07/2019		
Total Attachments: 7			
source=Assignment#page1.tif			
source=Assignment#page2.tif			
source=Assignment#page3.tif			
source=Assignment#page4.tif			

OP \$40.00 5073567

source=Assignment#page5.tif

source=Assignment#page6.tif

source=Assignment#page7.tif

**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY AND SOCIAL MEDIA
ASSETS**

THIS DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY AND SOCIAL MEDIA ASSETS (this "Assignment") is made and entered into as of May 26, 2017 ("Effective Date") by and among Ezequiel Ignacio Ayarza, a person residing in the country of Mexico ("EZ"), Adrián Goya Ogarrio, a person residing in the country of Mexico ("AD"), Electro Chango S.A. de C.V., a sociedad anónima de capital variable company legally incorporated under the laws of Mexico ("Electro" and collectively with EZ and AD, the "Assignors", and each of EZ, AD and Electro individually, an "Assignor"), and Take-Two Interactive Software, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the Effective Date by and among the Assignors, Assignee, an Affiliate of Assignee, Altamil S.A., a company incorporated under the laws of the Republic of Uruguay ("Altamil"), and Deported B.V., a private company with limited liability, incorporated under the laws of the Netherlands (the "Purchase Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed therein), Altamil has agreed to sell to Assignee and its Affiliate, and Assignee and its Affiliate have agreed to purchase from Altamil, all of the Acquired Assets, including all of its right, title and interest in and to the Seller Intellectual Property; and

WHEREAS, each Assignor may own certain Intellectual Property embodied in the Products and/or that otherwise would constitute Seller Intellectual Property if owned by Altamil immediately prior to the Closing and has agreed to assign to Assignee all of its/his right, title and interest in and to such Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, including a portion of that set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, each Assignor and Assignee agree as follows:

1. Each Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee such Assignor's entire right, title and interest in and to (i) all Intellectual Property embodied in any of the Products, including all additions, adaptations, modifications, amendments, upgrades and/or implementations that have been made to any of the Products (including, but not limited to, the '*Kerbal Character*' and the rights pertaining to any proprietary software, source- and/or object codes, firmware, hardware, updates, upgrades, improvements, licenses, web domains, proprietary data, computer equipment and any related documentation), (ii) all Intellectual Property that would constitute Seller Intellectual Property if such Intellectual Property was owned by Altamil immediately prior the Closing, including all unregistered copyrights, unregistered trademarks and trade secrets, (iii) the unregistered trademarks and social media identifiers described or listed on Schedule A hereto, and (iv) any other Intellectual Property that is owned by such Assignor to the extent such other Intellectual Property is used or held for use in connection with any of the Products, together with (v) the right to obtain registrations and renewals for any of the foregoing, and (vi) the right to bring an Action for the infringement, misappropriation, dilution or unauthorized use of any of the foregoing accruing or

occurring prior to or after the Effective Date and to retain all monies and proceeds therefrom ((i) – (vi) collectively, the “Assigned Rights”).

2. Assignee shall hold the Assigned Rights for its and its successors’ and assigns’ enjoyment, as fully and entirely as the same would have been held and enjoyed by each Assignor if this Assignment had not been made.

3. At Assignee’s written request, each Assignor shall take all reasonable actions that are required to vest, effect, record and perfect ownership of the Assigned Rights with Assignee. Without limiting the generality of the foregoing, each Assignor shall, at Assignee’s written request, cooperate reasonably promptly with Assignee to effect a transfer of all registrations, accounts, account administrators, and contact information for the social media identifiers on Schedule A to persons or entities designated by Assignee.

4. This Assignment shall be construed and interpreted in accordance with the laws of the State of New York.

[Signature pages follow.]

IN WITNESS WHEREOF, each of EZ, AD, Electro and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

Ezequiel Ignacio Ayarza



Adrián Goya Ogarrio



Electro Chango, S.A. de C.V.

By:  _____

Name: Ezequiel Ignacio Ayarza _____

Title: Attorney-in-Fact

Take-Two Interactive Software, Inc.

By: _____

Name: _____

Title: _____

{Signature Page to Omnibus Intellectual Property Assignment}

IN WITNESS WHEREOF, each of EZ, AD, Electro and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first set forth above.

Ezequiel Ignacio Ayarza

Adrián Goya Ogarrio

Electro Chango, S.A. de C.V.

By: _____

Name: _____

Title: Attorney-in-Fact

Take-Two Interactive Software, Inc.

By: _____

Name: Daniel Emerson

Title: EVP + GC

[Signature Page to Omnibus Intellectual Property Assignment]

Schedule A

Unregistered Trademarks and Social Media Identifiers

1. Unregistered Trademarks

All unregistered trademarks and social media identifiers to the extent containing the terms Kerbal Space Program, Kerbal, Kerbal SP, Kerbal Space, KSP, KSPTV, including any graphic portion of any logos containing such terms.

2. Social Media Identifiers

Facebook:

Kerbal Space Program

https://www.facebook.com/kerbalspaceprogram/?ref=aymt_homepage_panel

Twitter:

@KerbalSpaceP

<https://twitter.com/KerbalSpaceP>

Forum:

<http://forum.kerbalspaceprogram.com/>

Reddit:

KerbalSpaceProgram

<https://www.reddit.com/r/KerbalSpaceProgram/>

Instagram:

kerbalspacep

<https://www.instagram.com/kerbalspacep/>

Youtube:

KerbalSPOfficial

<https://www.youtube.com/user/KerbalSPOfficial>

Twitch:

KSPTV

<https://www.twitch.tv/ksptv>

Tumblr:

<http://kerbaldevteam.tumblr.com/>

Imgur:

<http://imgur.com/user/kspofficial>

Gfycat:

@kerbalspaceprogram

<https://gfycat.com/@kerbalspaceprogram>

Curse:

Kerbal Space Program Mods

<https://mods.curse.com/ksp-mods/kerbal>

bilibili

Chinese video provider

<http://space.bilibili.com/101391994/#/>

[Player.me:](#)

KerbalSpaceProgram

<https://player.me/kerbalspaceprogram>

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>
KERBAL SPACE PROGRAM	U.S. Reg. No. 5,073,567