

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Driving Game IP Ltd		01/14/2019	Corporation: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	THQ Nordic AB		
Street Address:	Älvgatan 1		
City:	Karlstad		
State/Country:	SWEDEN		
Postal Code:	652 25		
Entity Type:	Corporation: SWEDEN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4486909	CARMAGEDDON	
Registration Number:	4345048	CARMAGEDDON	
Registration Number:	4292497	CARMAGEDDON	
Serial Number:	87648795	CARMAGEDDON	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	6176468000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	N0547.20066US02		
DOMESTIC REPRESENTATIVE			
Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		

OP \$115.00 4486909

Address Line 4: Boston, MASSACHUSETTS 02210	
NAME OF SUBMITTER:	Douglas R. Wolf
SIGNATURE:	/drw/
DATE SIGNED:	02/06/2019
Total Attachments: 3 source=Assignment from Driving Game IP Ltd to THQ Nordic AB#page1.tif source=Assignment from Driving Game IP Ltd to THQ Nordic AB#page2.tif source=Assignment from Driving Game IP Ltd to THQ Nordic AB#page3.tif	

ASSIGNMENT OF TRADEMARKS

This assignment of trademarks (the "Assignment") is executed, acknowledged and delivered by:

- (1) **Driving Game IP Ltd**, a corporation incorporated under the laws of England and Wales with its principal place of business located at 130 -132 High Street, Newport, Isle Of Wight, PO30 1TP ("Assignor"); to
- (2) **THQ Nordic AB**, a Swedish corporation with its principal place of business at Älvgatan 1, SE-652 25 Karlstad, Sweden ("Assignee").

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated on or around 30 November 2018 (the "Purchase & Sale Agreement");

WHEREAS, pursuant to the Purchase & Sale Agreement, Assignor is willing to assign to Assignee certain trademarks listed in Annex A below (the "Marks") and Assignee desires to acquire all right, title and interest of Assignor in, to and under the Marks and the goodwill with which they are associated and which is symbolized by the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Assignor as related to the Marks and symbolized thereby, free and clear of all liens; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns (actual or deemed) or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor hereby agrees that it shall itself from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to render effective this assignment and vest in Assignee beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.
3. Assignor hereby represents and warrants to Assignee that the Marks are validly registered and that the Assignor has not assigned such Marks to any third party, including, without limitation, all goodwill applicable thereto, free and clear of any liens or encumbrances. Assignor does not represent or warrant that there are no third party rights that may be of older priority than the respective Marks nor that the Marks will be fully valid throughout their registration period. However, until today the Assignor guarantees that according to his knowledge no claims of third parties have been put forward against the Assignor with regard to an alleged trademark infringement because of the use and/or registration of the Marks.

TRADEMARK

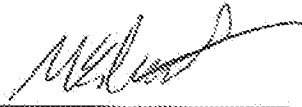
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4. This Assignment shall be binding upon Assignor and its successors and assigns (actual or deemed) and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns (actual or deemed). Assignee shall have the right to assign this Assignment at its sole discretion.
5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is entered into pursuant to and is subject to all of the terms of the Purchase & Sale Agreement, and nothing herein shall be deemed to modify any of the representations, warranties, covenants and obligations of the parties thereunder. In the event of any conflict or inconsistency between the terms of the Purchase & Sale Agreement and the terms hereof, the terms of the Purchase & Sale Agreement shall take precedence.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of this ____ day of January 2019.

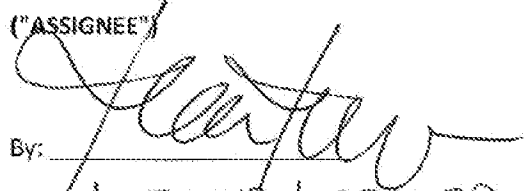
DRIVING GAME IP LTD

("ASSIGNOR")

By: 
Name: MATTHEW EDMUNDS
Title: DIRECTOR
Date: 14/JAN/2019

THQ NORDIC AB

("ASSIGNEE")

By: 
Name: KLEMENS KREUZER
Title: AUTHORIZED REPRESENTATIVE
Date: 14/JAN/2019

Annex A

The "Marks"

Trade Mark No.	Mark Text	Filing Date	Status	Nice Classes
767384 (EU Reg.)	CARMAGEDDON	06/03/1998	Registered	09 16 25
1601798 (EU Reg.)	CARMAGEDDON	10/04/2000	Registered	28 38 41
17162397 (EU Reg.)	CARMAGEDDON	31/08/2017	Registered	09 41
767475 (EU Reg.)	CARPOCALYPSE NOW!	06/03/1998	Registered	09 16 28
17724998 (EU Reg.)	CARPOCALYPSE NOW!	23/01/2018	Registered	09 41
4292497 (US Reg.)	CARMAGEDDON	19/09/2011	Registered	09 16
4345048 (US Reg.)	CARMAGEDDON	19/09/2011	Registered	28 38 41
4486909 (US Reg.)	CARMAGEDDON	19/09/2011	Registered	25
LIVE USPTO APPLICATION -- NOT YET REGISTERED (US)	CARMAGEDDON	17/10/2017 <i>Published for opposition on 20/11/18</i>	Live	09 41

TRADEMARK