

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512602

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b> |
| Industrial Toys Inc.  |  | 01/01/2019            | Corporation:       |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | Electronic Arts Inc.                               |                       |                    |
| <b>Street Address:</b>  | 209 Redwood Shores Parkway                         |                       |                    |
| <b>City:</b>  | Redwood City                                       |                       |                    |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                    |
| <b>Postal Code:</b>   | 94065  |                       |                    |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                    |
| <b>PROPERTY NUMBERS Total: 9</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 4736518  | M                     |                    |
| <b>Registration Number:</b>   | 4736517  | M                     |                    |
| <b>Registration Number:</b>   | 4736516  | M                     |                    |
| <b>Registration Number:</b>   | 4736515  | M                     |                    |
| <b>Registration Number:</b>   | 4837274  | INDUSTRIAL TOYS       |                    |
| <b>Registration Number:</b>   | 4778298  | MIDNIGHT RISES        |                    |
| <b>Registration Number:</b>   | 4973650  | MIDNIGHT RISES        |                    |
| <b>Registration Number:</b>   | 4739905  | M MIDNIGHT STAR       |                    |
| <b>Registration Number:</b>   | 4739904  | M MIDNIGHT STAR       |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  |  |                       |                    |
| <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> |  |                       |                    |
| <b>Email:</b>   | trademarks@ea.com                                  |                       |                    |
| <b>Correspondent Name:</b>  | Electronic Arts Inc.                               |                       |                    |
| <b>Address Line 1:</b>  | 209 Redwood Shores Parkway                         |                       |                    |
| <b>Address Line 4:</b>  | Redwood City, CALIFORNIA 94065                     |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Vicky Lock   |                       |                    |
| <b>SIGNATURE:</b>   | /mlock/  |                       |                    |

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|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 03/04/2019 |
|---------------------|------------|

**Total Attachments: 3**

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## Trademark Assignment Agreement

This Trademark Assignment Agreement, dated January 1, 2019 (this "**Trademark Assignment**"), is entered into by and between Industrial Toys Inc., a Delaware corporation ("**Assignor**"), and Electronic Arts Inc., a Delaware corporation ("**Assignee**"). Both Assignor and Assignee are collectively referred to herein as the "**Parties.**"

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated June 27, 2018 (the "**Agreement**");

WHEREAS, pursuant to the Agreement, Assignor assigned to Assignee its rights to certain registered trademarks and trademark applications, unregistered trademarks and logos owned by Assignor;

WHEREAS, Assignor wishes to confirm Assignee's ownership of those trademarks and logos and the assignment to Assignee of any right, title and interest that Assignor may have in and to the registered trademarks and applications, unregistered trademarks and logos listed on the attached Schedule 1 (the "**Assigned Marks**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in and to the Assigned Marks and the goodwill associated with the Assigned Marks and goodwill of the business in connection with which said Assigned Marks are used and which are symbolized by said Assigned Marks, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Marks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Marks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Trademark Assignment.

2. The foregoing assignment is, in all events, subject to the Agreement.

3. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the applicable Assigned Marks.

4. This Trademark Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Trademark Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware.

5. Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may commercially reasonably request to effect the terms of this Trademark Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be commercially reasonably

required to effect the terms of this Trademark Assignment.

6. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Trademark Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Trademark Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

**INDUSTRIAL TOYS INC.**

By: *Alexander Seropian*

Name: Alexander Seropian  
Title: General Manager & Executive Producer,  
Industrial Toys Inc.







**ELECTRONIC ARTS INC.**

By: *J. Schatz*

Name: Jacob Schatz  
Title: Executive Vice President, General Counsel  
& Corporate Secretary

**SCHEDULE 1 TO TRADEMARK ASSIGNMENT**

**ASSIGNED MARKS**

| Trademark  | Country | Application No | Registration No | Registration Date | Int. Classes | Trademark Status | Owner                |
|--|---------|----------------|-----------------|-------------------|--------------|------------------|----------------------|
| M<br>                 | US      | 86231971       | 4736518         | May 12 2015       | 28           | Registered       | Industrial Toys Inc. |
| M<br>                 | US      | 86231967       | 4736517         | May 12 2015       | 41           | Registered       | Industrial Toys Inc. |
| M<br>                 | US      | 86231966       | 4736516         | May 12 2015       | 9            | Registered       | Industrial Toys Inc. |
| M<br>                 | US      | 86231960       | 4736515         | May 12 2015       | 16           | Registered       | Industrial Toys Inc. |
| INDUSTRIAL TOYS  | US      | 86049934       | 4837274         | Oct 20 2015       | 9            | Registered       | Industrial Toys Inc. |
| MIDNIGHT RISES   | US      | 86231943       | 4778298         | Jul 21 2015       | 16           | Registered       | Industrial Toys Inc. |
| MIDNIGHT RISES   | US      | 86231936       | 4973650         | Jun 7 2016        | 9            | Registered       | Industrial Toys Inc. |
| M MIDNIGHT STAR<br> | US      | 86078573       | 4739904         | May 19 2015       | 41           | Registered       | Industrial Toys Inc. |
| M MIDNIGHT STAR<br> | US      | 86078583       | 4739905         | May 19 2015       | 9            | Registered       | Industrial Toys Inc. |