

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516986

<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>
RockYou, Inc.		12/23/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PopReach Incorporated		
<b>Street Address:</b>	1243 Islington Avenue		
<b>Internal Address:</b>	Suite 402		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M8X 1Y9		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5042820	BAKERY BLITZ	
<b>Registration Number:</b>	4781974	KITCHEN SCRAMBLE	
<b>Registration Number:</b>	4574386	BINGO BLINGO	
<b>Registration Number:</b>	4791033	WAR OF NATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3017624056		
<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>Phone:</b>	3014243640		
<b>Email:</b>	efile@usiplaw.com		
<b>Correspondent Name:</b>	Barbara A. Friedman		
<b>Address Line 1:</b>	9801 Washingtonian Blvd		
<b>Address Line 2:</b>	Suite 750		
<b>Address Line 4:</b>	Gaithersburg, MARYLAND 20878		
<b>NAME OF SUBMITTER:</b>	Barbara A. Friedman		
<b>SIGNATURE:</b>	/Barbara A. Friedman/		
<b>DATE SIGNED:</b>	04/02/2019		
<b>Total Attachments: 8</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”), dated as of December 23, 2018 (the “Effective Date”), between RockYou, Inc., a corporation incorporated under the laws of the State of Delaware (“Assignor”), and PopReach Incorporated, a corporation incorporated under the laws of the Province of Ontario (“Assignee”). Assignor and Assignee may be referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in the asset purchase agreement by and among Assignor and Assignee dated December 23, 2018 (the “Purchase Agreement”).

### RECITALS

**WHEREAS**, pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to sell, convey, transfer and assign (or cause to be sold, conveyed, transferred or assigned) to Assignee, and Purchaser has agreed to purchase (or cause to be purchased) all of Seller’s right, title and interest in and to all of the Intellectual Property of Seller used in connection with the Purchased Assets (the “**Transferring Intellectual Property**”) on the terms and subject to the conditions set forth in the Assignment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the Parties, intending to be legally bound, hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby irrevocably and unconditionally assigns, conveys, delivers and transfers to Assignee all of Assignor’s right, title and interest in and to all Transferring Intellectual Property, including all worldwide right, title and interest in and to:
  - (a) all utility patents, utility model patents, design patents and industrial designs and inventors’ certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, identified in Schedule A attached hereto (the “Patents”);
  - (b) all trademarks, service marks, certification marks, trade dress, trade names, logos, domain names and all registrations and applications therefor identified in Schedules B and C attached hereto (the “Trademarks”), together with all goodwill associated with any of the foregoing;
  - (c) all copyrights in works of authorship, mask works, software (in object code and source code form) and databases, including all registrations and applications therefor, identified in Schedule D attached hereto (the “Copyrights”);
  - (d) all of Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Transferring Intellectual Property;


- (e) all of Assignor's rights in the Transferring Intellectual Property to (A) maintain all applications, registrations, renewals and extensions thereof and (B) commercialize, exploit, grant licenses or other interests therein; and
  - (f) all rights to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Transferring Intellectual Property, and all rights corresponding thereto throughout the world for the Transferring Intellectual Property rights assigned herein.
2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the United States Copyright Office and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Patents, Trademarks and Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representative.
  3. Notwithstanding anything in this Assignment to the contrary, Assignee acknowledges and agrees that the only representations and warranties given by Seller or Assignor with respect to the Transferring Intellectual Property are set forth in the Purchase Agreement.
  4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to the conflicts of law rules of such state. This Assignment is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns. No waiver, modification or amendment of any provision of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or amendment is sought to be enforced.
  5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.
  6. Entire Agreement. This Assignment and the Purchase Agreement represent the entire agreement between the parties with respect to the subject matter hereof and may be modified or amended only by a writing signed by both parties that specifically mentions this Assignment.
  7. Binding Agreement. This Assignment shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns. In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR**

**ROCKYOU, INC**

By:   
Name: Michael P. Caruso  
Title: Chief Restructuring officer

**ASSIGNEE**

**POPREACH INCORPORATED**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.


**ASSIGNOR**

**ROCKYOU, INC**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE**

**POPREACH INCORPORATED**

By:  \_\_\_\_\_  
Name: Christopher Locke  
Title: President

**SCHEDULE A**  
**ASSIGNED PATENTS**

Nil.

**SCHEDULE B**  
**ASSIGNED TRADEMARKS**

No.	Trademark	Status
1	BAKERY BLITZ  BAKERY BLITZ	Registered <b>App</b> 86792661 <b>App</b> 19-OCT-2015 <b>Reg</b> 5042820 <b>Reg</b> 13-SEP-2016
2	KITCHEN SCRAMBLE  KITCHEN SCRAMBLE	Registered <b>App</b> 86484569 <b>App</b> 18-DEC-2014 <b>Reg</b> 4781974 <b>Reg</b> 28-JUL-2015
3	WAR OF NATIONS  WAR OF NATIONS	Registered <b>App</b> 85904432 <b>App</b> 15-APR-2013 <b>Reg</b> 4791033 <b>Reg</b> 11-AUG-2015
4	ZOO WORLD  ZOO WORLD	Registered <b>App</b> 77920948 <b>App</b> 27-JAN-2010 <b>Reg</b> 4143123 <b>Reg</b> 15-MAY-2012
5	BINGO BLINGO  BINGO BLINGO	Registered <b>App</b> 85905167 <b>App</b> 16-APR-2013 <b>Reg</b> 4574386 <b>Reg</b> 29-JUL-2014





**SCHEDULE D**  
**ASSIGNED COPYRIGHTS**

None

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