

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Playtika Santa Monica, LLC		05/06/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Playtika UK - House of Fun Limited		
Street Address:	4 Thomas More Square		
Internal Address:	Quadrant House		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E1W1YW		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5613712	HOPPIN' HABANEROS	
CORRESPONDENCE DATA			
Fax Number:	6508395071		
<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:	6508395070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Lisa Greenwald-Swire		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Lisa Greenwald Swire		
SIGNATURE:	/Lisa Greenwald-Swire/		
DATE SIGNED:	05/07/2019		
Total Attachments: 3			
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This **TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement") is made effective as of the last day signed, by and between:

- (1) **Playtika Santa Monica, LLC**, a limited liability company legally organized in Nevada (the "Assignor"); and
- (2) **Playtika UK -- House of Fun Limited**, a private limited company legally organized in the UK (the "Assignee").

RECITALS

- (A) WHEREAS, the Assignor owns the registered HOPPIN' HABANEROS trademark, which is identified as U.S. Registration No. 5,613,712 ("Trademark");
- (B) WHEREAS, the Assignor wishes to assign the Trademark to the Assignee on the terms and conditions set out in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED:

For good and valuable consideration by the Assignee to the Assignor, the receipt and sufficiency of which is hereby irrevocably acknowledged by the Assignor, the parties hereby agree as follows:

1. **ASSIGNMENT**

The Assignor will and hereby does irrevocably and unconditionally sell, assign, transfer and convey to the Assignee any and all legal and beneficial rights, title, and interest in and to the Trademark and the full and exclusive benefit of it, together with the goodwill of the business symbolized by and associated with said Trademark, and all priority and common law rights and accrued rights of action, including the right, title, and interest to all causes of action and rights of recovery by reason of past infringements of said Trademark.

2. **FURTHER ASSURANCE**

The Assignor agrees to the Assignee becoming registered and recorded as the proprietor of the Trademark at all relevant trademark registries and to securing the benefits of the rights hereby assigned. The Assignor or its representatives shall, upon the request and at the expense of Assignee, execute any further document and do any such thing as the Assignee may reasonably require to ensure the Trademark and the rights assigned are fully vested in the Assignee and to enable the Assignee

to become registered and recorded as the proprietor of the Trademark at all relevant trademark registries and to secure the benefits of the rights hereby assigned.

3. **GOVERNING LAW AND JURISDICTION; MISCELLANEOUS**

- 3.1 The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the internal laws of California, without regard to conflicts of laws.
- 3.2 All parties irrevocably submit to the exclusive jurisdiction of the state and federal courts of California, over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability for the legal relationships established by this Agreement. The parties hereby irrevocably waive any objection they may now or hereafter have to, or any right or immunity on grounds of, venue, the convenience of the forum or jurisdiction of such courts.
- 3.3 In the event of a breach of this Agreement, the parties acknowledge that recovery of damages will not be a sufficient legal remedy and agree that the aggrieved party shall be entitled to specific performance thereof in addition to any or all other remedies, legal or equitable, to which it may be entitled.
- 3.4 If any provision of this Agreement is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 3.5 This assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.
- 3.6 This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

SIGNED by a signatory duly authorized
officer on behalf of
Playtika Santa Monica, LLC :

SIGNED by a signatory duly authorized
officer on behalf of
Playtika UK -- House of Fun Limited :

(Place)

(Place)

(Date)

(Date)

(First name, Last name)

(First name, Last name)

(Signature)

(Signature)

CIST 05/19

6.5.2019

ANDREW RICHMAN

LIOR OSLO



