

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BookBreeze.com LLC		05/14/2019	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	ZeniMax Media Inc.		
Street Address:	1370 PICCARD DRIVE		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88239027	REDFALL	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	05/28/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of the date of execution (the "Effective Date"), between BOOKBREEZE.COM LLC, a limited liability company organized under the laws of Wyoming ("Assignor") and ZENIMAX MEDIA INC., a Corporation organized under the laws of Delaware (hereinafter "Assignee").

WHEREAS, under the terms of that certain agreement by and between Assignor and Assignee dated May ____, 2019 (the "Agreement"), Assignor has conveyed, transferred, and assigned to Assignee, certain intellectual property of Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, Assignor and Assignee hereby agree as follows:

- Assignment. Assignor hereby assigns, transfers and conveys unto Assignee all right, title, and interest in and to the marks and the affiliated trademark applications and/or registrations therefor listed on the attached Schedule 1 (hereinafter collectively the "Marks"), together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives.
- Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any assignee or successor thereto.
- Assignor's Representations. Assignor represents and warrants that (a) it has the right, power and authority to enter into this Assignment (b) it is not nor will be subject to any obligation, legal disability or restriction which will or might prevent him from fully complying with his obligations hereunder or which will create any liability on the part of Assignee; (c) it owns all right, title and interest in and to the Marks; and (d) to the knowledge of Assignor, the performance by Assignor of its obligations hereunder will not violate or infringe upon the rights of any third parties, including intellectual property rights.
- Terms of the Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. The terms contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

ASSIGNOR:

ASSIGNEE:

By: _____

By: _____

Name: JAY FALCONER

Name: _____

Title: MANAGING MEMBER

Title: _____

Date: May 9, 2019

Date: May ____, 2019

SCHEDULE 1

TRADEMARK ASSIGNMENT AGREEMENT

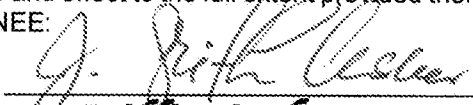
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ASSIGNOR:
 By: _____
 Name: _____
 Title: _____
 Date: May ____, 2019

ASSIGNEE:
 By: 
 Name: J. Griffin Leshner
 Title: Secretary
 Date: May 14, 2019

SCHEDULE 1

Mark	Application Number	Registration Number
REDFALL	88239027	n/a

