

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THQ Nordic AB		06/29/2019	Corporation: SWEDEN
RECEIVING PARTY DATA			
Name:	Bright Concord Investment Limited		
Street Address:	Vistra Corporate Services Centre		
Internal Address:	Wickhams Cay II, Road Town		
City:	Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Postal Code:	VG1110		
Entity Type:	Corporation: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88160511	ANGEL FALLS	
Serial Number:	76404735		
Serial Number:	75483113	DELTA FORCE	
Serial Number:	76339579	BLACKHAWK DOWN	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	SAllirampersad@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	141048-288875		
DOMESTIC REPRESENTATIVE			
Name:	Goodwin Procter LLP		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		

OP \$115.00 88160511

NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal
SIGNATURE:	/Shaleena Alli-Rampersad/
DATE SIGNED:	08/26/2019
Total Attachments: 7 source=Bright Concord - THQ - Assignment of Trademarks (final) (00A)#page1.tif source=Bright Concord - THQ - Assignment of Trademarks (final) (00A)#page2.tif source=Bright Concord - THQ - Assignment of Trademarks (final) (00A)#page3.tif source=Bright Concord - THQ - Assignment of Trademarks (final) (00A)#page4.tif source=Bright Concord - THQ - Assignment of Trademarks (final) (00A)#page5.tif source=Bright Concord - THQ - Assignment of Trademarks (final) (00A)#page6.tif source=delta#page1.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is executed, acknowledged and delivered by THQ Nordic AB., a corporation under the laws of Sweden with its principal place of business located at Aelvgatan 1, SE-65225 Karistad, Sweden (hereinafter referred to as "Assignor"), to Bright Concord Investment Limited, a corporation under the laws of British Virgin Islands with its principal place of business at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (hereinafter referred to as "Assignee").

WHEREAS, Assignor holds all, and is willing to assign to Assignee all, the right, title and interest in certain trademarks, service marks and trade names set forth in Schedule 1 attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase & Sale Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, 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

WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transaction contemplated under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer and convey to Assignee and its successors, assigns and legal representatives, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under (i) the Marks (including any common law rights that may exist and are associated therewith) throughout the world, any registrations and applications for registration thereof, and the goodwill of the Assignor as related to the Marks and symbolized thereby and appurtenant thereto, free and clear of all liens and encumbrances; (ii) 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 (iii) to the extent assignable, all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in income, royalties, profits, damages or payments due on or after the date hereof, including without limitation all claims for damages or payments by reason of 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.

Assignor hereby agrees that, at Assignee's costs, 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 reasonably 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.

Assignor hereby represents and warrants to Assignee that it has complete right, title and interest in, to and under the Marks, and all portions thereof, throughout the world and in perpetuity including without limitation, all goodwill applicable thereto, free and clear of any liens or encumbrances.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

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 to any third party at its sole discretion.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: THQ NORDIC AB

Name: LARS WINGEFORS

Signature: 

Title: CEO

ASSIGNEE: BRIGHT CONCORD INVESTMENT LIMITED

Name: _____

Signature: _____

Title: _____



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: THQ NORDIC AB

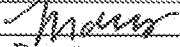
Name: _____

Signature: _____

Title: _____

ASSIGNEE: BRIGHT CONCORD INVESTMENT LIMITED

Name: Woeishin Liu




Signature: 

Title: Director

Signature page to Assignment of Trademarks

Schedule 1: the "Marks":

Marks

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Last Listed Owner
ANGEL FALLS	US	88160511	October 18, 2018	N/A	N/A	THQ Nordic AB
	US	76404735	May 8, 2002	2704298	April 8, 2003	THQ Nordic AB
	EU	2835106	August 20, 2002	2835106	March 11, 2004	THQ Nordic AB
	EU	5106216	May 30, 2006	5106216	August 10, 2007	NovaLogic, Inc.
DELTA FORCE	US	75483113	May 11, 1998	2302869	December 21, 1999	THQ Nordic AB
DELTA FORCE	Brazil	821844040	July 23, 1999	821844040	March 25, 2008	NovaLogic, Inc.
DELTA FORCE	Brazil	821844059	July 23, 1999	821844059	January 27, 2009	NovaLogic, Inc.
DELTA FORCE	China	38863455	June 14, 2019	Pending	Pending	THQ Nordic AB
DELTA FORCE	EU	980912	November 9, 1998	980912	July 8, 2002	NovaLogic, Inc.
BLACKHAWK DOWN	US	76339579	November 19, 2001	2757138	August 26, 2003	THQ Nordic AB
BLACKHAWK DOWN	EU	4371712	May 3, 2005	4371712	May 24, 2006	NovaLogic, Inc.
BLACKHAWK DOWN	EU	2604205	March 6, 2002	2604205	August 27, 2003	NovaLogic, Inc.

ASSET PURCHASE & SALE AGREEMENT

TRADEMARK
REEL: 006728 FRAME: 0596

THIS ASSET PURCHASE & SALE AGREEMENT (including the schedules hereto, this "Agreement") is made and entered into as of June 29, 2019 (the "Effective Date") by and between:

THQ Nordic AB, a corporation under the laws of Sweden with its principal place of business located at Aelvgatan 1, SE-65225 Karlstad, Sweden ("**AB**"), represented by its Chairman of the Board, Lars Wingefors, and **THQ Nordic GmbH**, a corporation under the laws of Austria with its principal place of business located at Landstrasser Hauptstrasse 1/23, A-1030 Vienna, Austria ("**GmbH**"), and together with **AB**, the "**Seller**"), represented by its CEO Klemens Kreuzer,
and

Bright Concord Investment Limited, a corporation under the laws of British Virgin Islands with its principal place of business located at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the "**Purchaser**").