

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544726

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|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Big Fish Games, Inc. | | 09/13/2019 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Elephant Games, Ltd. | | |
| Street Address: | Pushkin Str., 30, 3rd floor, Yoshkar-Ola | | |
| City: | Mari El Republic | | |
| State/Country: | RUSSIAN FEDERATION | | |
| Postal Code: | 424000 | | |
| Entity Type: | Limited Liability Company: RUSSIAN FEDERATION | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87486722 | BACKYARD BASH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2062237107 | | |
| <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: | 206 223-7740 | | |
| Email: | trademarks@lanepowell.com | | |
| Correspondent Name: | Steve Winters and other attorneys | | |
| Address Line 1: | 1420 5TH AVENUE | | |
| Address Line 2: | 4200 | | |
| Address Line 4: | SEATTLE, WASHINGTON 98101 | | |
| NAME OF SUBMITTER: | Kristi Dale Hoofman, Paralegal | | |
| SIGNATURE: | /Kristi Dale Hoofman/ | | |
| DATE SIGNED: | 10/10/2019 | | |
| Total Attachments: 2 | | | |
| source=2019-09-11_Elephant Games, Ltd Trademark Assignment Agr [Backyard Bash]#page1.tif | | | |
| source=2019-09-11_Elephant Games, Ltd Trademark Assignment Agr [Backyard Bash]#page2.tif | | | |

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment Agreement"), effective as of September 13, 2019 (the "Effective Date"), is entered into between Big Fish Games, Inc., ("Big Fish"), and Elephant Games, Ltd. ("Elephant"), pursuant to the Free-to-Play Game Development Agreement effective as of June 18, 2014, as amended, and the Intellectual Property Assignment Agreement dated September 11, 2019 between the parties.

1. **Trademark Assignment.** As of the Effective Date, Big Fish assigns and transfers to Elephant all of Big Fish's right, title and interest, worldwide, in the BACKYARD BASH name, trademark and U.S. trademark application no. 87/486722, together with the associated goodwill (collectively, the "Trademark Rights"). The cost of the Trademark Rights is included in the consideration set forth in Section 2 of the Intellectual Property Assignment Agreement dated between the parties.

2. **Disclaimer of Warranties.** Big Fish makes no representations or warranties, express or implied, with respect to the Trademark Rights, all of which are provided "as is." Big Fish disclaims all implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, title and noninfringement.

3. **Limitation of Liability.** In no event will Big Fish be liable for any special, consequential, incidental, punitive, direct or indirect damages arising from or relating to this Assignment Agreement, regardless of any notice of the possibility of such damages.

4. **Indemnification.** Elephant will, at its expense, indemnify and hold harmless Big Fish and its directors, officers, shareholders, employees, agents and independent contractors from and against any third-party claim that arises out of or relates to Elephant's use of the Trademark Rights. Elephant will pay any losses, liabilities and damages, and all related costs and expenses, including without limitation reasonable legal fees, disbursements and out-of-pocket costs of investigation, litigation, judgment, interest and penalties incurred by Big Fish as a result of any claim that gives rise to indemnification under this Assignment Agreement. No settlement or compromise of any such claim will be made without Big Fish's prior written consent. Big Fish may participate in the defense and settlement of any such claim.

5. **Successors and Assigns.** This Assignment Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

6. **Assistance.** Big Fish shall provide Elephant with all documents and confirmations as may reasonably be required for the registration of Elephant's Trademark Rights, at Elephant's sole expense.

7. **Counterparts.** This Assignment Agreement may be executed and delivered (including by facsimile or PDF transmission) in separate counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument.

The parties have entered into this Assignment Agreement as of the Effective Date.

Big Fish Games, Inc.

Elephant Games, Ltd.

DocuSigned by:
Signature: Becky Sayers
Name: Becky Sayers
Title: Director, Licensing

Signature: [Handwritten Signature]
Name: Ruslan Efimov
Title: CEO

Date: 9/15/2019

Date: September 13, 2019

