

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563405

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900532333		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surviv.io LLC		01/23/2020	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Kongregate Inc.		
Street Address:	149 New Montgomery Street, Suite 321		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88148636	SURVIV.IO	
CORRESPONDENCE DATA			
Fax Number:	4048708176		
<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:	4048792427		
Email:	suzanne.skinner@wbd-us.com		
Correspondent Name:	Laura A. Kees, Esq.		
Address Line 1:	P.O. Box 7037		
Address Line 4:	ATLANTA, GEORGIA 30357-0037		
ATTORNEY DOCKET NUMBER:	K101393 3017		
NAME OF SUBMITTER:	Laura A. Kees		
SIGNATURE:	/Laura A. Kees/		
DATE SIGNED:	02/24/2020		
Total Attachments: 11			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into this 20th of February 2020, effective as of November 22, 2019 (the "Effective Date"), by and between Surviv.io, LLC, a Washington limited liability company ("Assignor"), and Kongregate Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Agreement") dated as of November 22, 2019, by and among Assignor, Assignee, Justin Kim, Nick Clark, and John Edwards, Assignor sold, assigned, transferred, conveyed and delivered to Assignee all right title and interest in the Mark (as defined below); and

WHEREAS, Assignee and Assignor desire to memorialize such assignment of the Mark as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

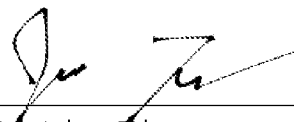
1. Assignment. Assignor hereby irrevocably assigns, conveys, and transfers to Assignee, its successors and assigns, in perpetuity all right, title, and interest in and to its trademarks and service marks, together with any and all goodwill associated thereto, throughout the world (the "Marks") including those set forth in Schedule A to this Assignment. This assignment pertains to all iterations and formats of the Marks, whether registered or unregistered.
2. Recordation. 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.
3. Terms of the Asset Purchase 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 provisions of the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
4. Governing Law. This Assignment and any dispute arising under it shall be governed by and construed in accordance with the laws of the State of California.
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 one and the same agreement. A signed copy of this Assignment delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Remainder of Page Blank; Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement to be effective as of the Effective Date.

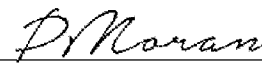
ASSIGNOR

SURVIV.IO, LLC

By: 
Name: Justin Kim
Title: Member

ASSIGNEE

KONGREGATE INC.

By: 
Name: Patrick Moran
Title: General Manager

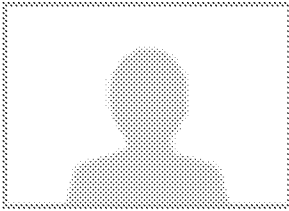
SCHEDULE A

Mark	Country	Serial No.
Surviv.io	U.S.	88148636

Signature Certificate

Document Reference: NJY9NNIHL3IALB59UBS9L4

RightSignature
Easy Online Document Signing

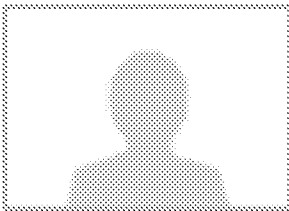


Patrick Moran
Party ID: TA2A4NJTXJ2RES94UJMKMY
IP Address: 68.111.83.71
VERIFIED EMAIL pmoran@kongregate.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

4e1f95da20b13db06879746f901e79440f48457a



Justin Kim
Party ID: BHHFG3IR84ZAH23L5ZCFB2
IP Address: 73.42.245.143
VERIFIED EMAIL kjustin21@gmail.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

97e643ae6733bceb145f85b0a57dd423bd08b470



Timestamp

2020-02-20 17:53:55 -0800

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2020-02-20 17:59:05 -0800

2020-02-20 15:51:53 -0800

2020-02-20 15:51:36 -0800

2020-02-20 15:51:30 -0800

Audit

All parties have signed document. Signed copies sent to: Jenny Gillespie, Nick Clark, Patrick Moran, Justin Kim, and Kongregate.

Document signed by Justin Kim (kjustin21@gmail.com) with drawn signature. - 73.42.245.143

Document viewed by Justin Kim (kjustin21@gmail.com). - 73.42.245.143

Document signed by Patrick Moran (pmoran@kongregate.com) with drawn signature. - 68.111.83.71

Document viewed by Patrick Moran (pmoran@kongregate.com). - 68.111.83.71

Document created by Kongregate (pmoran@kongregate.com). - 68.111.83.71



This signature page provides a record of the online activity executing this contract.

Page 1 of 1

TRADEMARK
REEL: 006869 FRAME: 0735



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

February 07, 2020

PTAS

LAURA A. KEES, ESQ.
P.O. BOX 7037
ATLANTA, GA 30357-0037



900532333

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. 15 U.S.C. §1060(a)

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, March 9, 2020**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900532333

Access Code: 6AN8HSJIG1PGSME

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

ANGELA WHITE
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

RECEIVED FEB 07 2020

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM558801

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Surviv.io LLC		01/23/2020	Limited Liability Company: WASHINGTON

RECEIVING PARTY DATA

Name:	Kongregate Inc.
Street Address:	450 Samsome St., Suite 1200
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88148636	SURVIV.IO

CORRESPONDENCE DATA

Fax Number: 4048708176
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.
Phone: 4048792427
Email: suzanne.skinner@wbd-us.com
Correspondent Name: Laura A. Kees, Esq.
Address Line 1: P.O. Box 7037
Address Line 4: ATLANTA, GEORGIA 30357-0037

NAME OF SUBMITTER:	Laura A. Kees
SIGNATURE:	/Laura A. Kees/
DATE SIGNED:	01/24/2020

Total Attachments: 5
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CH \$40.00 88148636

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into this 23rd of January 2020, effective as of November 22, 2019 (the "Effective Date"), by and between Surviv.io, LLC, a Washington limited liability company ("Assignor"), and Kongregate Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Agreement") dated as of November 22, 2019, by and among Assignor, Assignee, Justin Kim, Nick Clark, and John Edwards, Assignor sold, assigned, transferred, conveyed and delivered to Assignee all right title and interest in the Mark (as defined below); and

WHEREAS, Assignee and Assignor desire to memorialize such assignment of the Mark as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys, and transfers to Assignee, its successors and assigns, in perpetuity all right, title, and interest in and to its trademarks and service marks throughout the world (the "Marks") including those set forth in **Schedule A** to this Assignment. This assignment pertains to all iterations and formats of the Marks, whether registered or unregistered.
2. Recordation. 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.
3. Terms of the Asset Purchase 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 provisions of the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
4. Governing Law. This Assignment and any dispute arising under it shall be governed by and construed in accordance with the laws of the State of California.
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 one and the same agreement. A signed copy of this Assignment delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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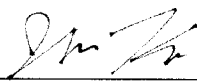
TRADEMARK

REF: 006860 FRAME: 0720

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement to be effective as of the Effective Date.

ASSIGNOR

SURVIV.IO, LLC

By: 

Name: Justin Kim

Title: Member

ASSIGNEE

KONGREGATE INC.

By: 

Name: Patrick Moran

Title: General Manager

SCHEDULE A

Mark
Surviv.io

Country
U.S.

Serial No.
88148636

TRADEMARK

REF: 006860 FRAME: 0744

Signature Certificate

Document Reference: I2R4NTJEX3FCPNULGU9C9I

RightSignature
Easy Online Document Signing



Patrick Moran
Party ID: HNDGU3J2NJNMFUS434HB7E
IP Address: 68.111.83.71
VERIFIED EMAIL: pmoran@kongregate.com

Electronic Signature

Multi-Factor
Digital Fingerprint Checksum

4e1f95da20b13db06879746f901e79440f48457a



Justin Kim
Party ID: 7WN4L6JRGJ6BN6CMHY2TW
IP Address: 73.42.245.143
VERIFIED EMAIL: kjustin21@gmail.com

Electronic Signature

Multi-Factor
Digital Fingerprint Checksum

478f969a8a70642c4d884f9c46d24f9a66866d72



Timestamp

2020-01-23 09:29:49 -0800
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2020-01-23 09:27:59 -0800
2020-01-23 08:57:23 -0800
2020-01-23 08:56:55 -0800
2020-01-23 08:56:55 -0800

Audit

All parties have signed document. Signed copies sent to: Patrick Moran, Justin Kim, and Kongregate.
Document signed by Justin Kim (kjustin21@gmail.com) with drawn signature. - 73.42.245.143
Document viewed by Justin Kim (kjustin21@gmail.com). - 73.42.245.143
Document signed by Patrick Moran (pmoran@kongregate.com) with drawn signature. - 68.111.83.71
Document viewed by Patrick Moran (pmoran@kongregate.com). - 68.111.83.71
Document created by Kongregate (pmoran@kongregate.com). - 68.111.83.71



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Page 1 of 1

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