

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Studio Corporation		07/23/2018	Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	Keywords International Limited		
Street Address:	Whelan House, South County Business Park		
City:	Leopardstown, Dublin 18		
State/Country:	IRAQ		
Postal Code:	D18 T9P8		
Entity Type:	Private Company Limited By Shares: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5641113	Y	
CORRESPONDENCE DATA			
Fax Number:	4153939887		
<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:	415.954.0200		
Email:	ip-squiretm@squirepb.com		
Correspondent Name:	Joseph P. Grasser		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	275 Battery Street, Suite 2600		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	800002.03080		
NAME OF SUBMITTER:	Joseph P. Grasser		
SIGNATURE:	/Joseph P. Grasser/		
DATE SIGNED:	05/01/2020		
Total Attachments: 15			
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23 July 2018

(1) SILICON STUDIO CORPORATION

and

(2) KEYWORDS INTERNATIONAL LIMITED

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS RELATING TO YOKOZUNA
DATA

20 Fenchurch Street
London EC3M 2AG
DX 584 LONDON CITY EC3 4AD
DWF LLP

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CONTENTS

1. Definitions and interpretation	3
2. Assignment	5
3. Warranties	5
4. Indemnity	6
5. Confidentiality	7
6. Further assurance	8
7. General	9
SCHEDULE 1	12
Registered Rights and Unregistered Trade Marks	12
Part 1 Registered Trade Marks and Applications	12
SIGNATURE PAGE	14

THIS AGREEMENT is dated 23 July 2018

BETWEEN

- (1) **SILICON STUDIO CORPORATION** incorporated and registered in Japan and whose registered office is at 1-21-3 Ebisu Shibuya-ku, Tokyo 150-0013, Japan (the "Assignor"); and
- (2) **KEYWORDS INTERNATIONAL LIMITED** incorporated and registered in the Republic of Ireland and whose registered office is at South County Business Park, Leopardstown, Dublin 18, D18 T9P8, Republic of Ireland (the "Assignee").

BACKGROUND

- (A) The Assignor is the legal and beneficial owner of the Assigned Rights (as defined below).
- (B) The Assignor has agreed to assign the Assigned Rights to the Assignee on the terms set out in this Agreement.

TERMS AGREED

1. Definitions and interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

"Assigned Rights"	the rights set out in clause 2;
"Completion"	the date of this Agreement;
"Group"	in relation to a company, (a) that company, (b) any company which is from time to time a subsidiary of that company and (c) any company of which that company is a subsidiary from time to time (its holding company) and any other subsidiaries of any such holding company from time to time;
"Intellectual Property Rights"	patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Tax" or "Taxes"	means any direct, indirect, withholding, transfer, registration or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other person.
"Tax Law" or "Tax Laws"	shall mean, with respect to any Taxes, rules or regulations of any applicable jurisdiction including, without limitation, Japan and Ireland, and all orders, rulings, judgments and decrees of any court or tribunal in any such jurisdiction, and the rules, regulations and administrative guidelines and policies of any governmental or non-governmental body or agency in any such jurisdiction.
"Tax Return"	means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.
"Invoice"	means an electronic or paper form showing the tax (if any) that has been paid by a person for the Assigned Rights.
"Trade Marks"	the registered trade marks and the trade mark applications short particulars of which are set out in schedule 1.

- 1.2 References to clauses and schedules are to the clauses and schedules of this Agreement. Clause and schedule headings shall not affect the interpretation of this Agreement. The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.3 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision and is a reference to the same as amended, extended, superseded or consolidated from time to time.

- 1.6 A reference to "writing" or "written" means a document signed by authorised representatives of the party/parties, which may be transmitted by email to which a pdf copy is attached or by facsimile.
- 1.7 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall not be construed as words of limitation.

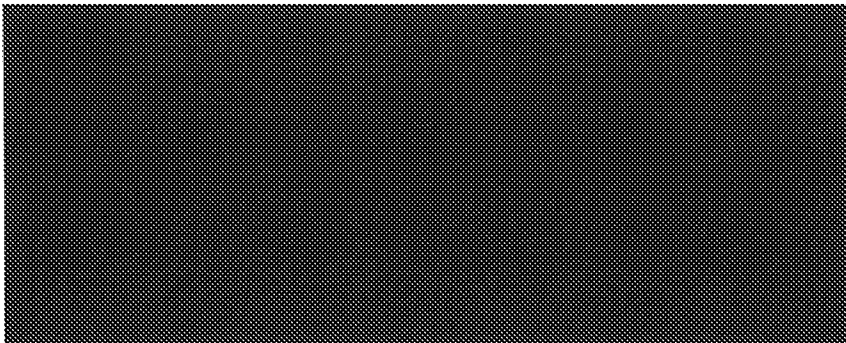
2. **Assignment**

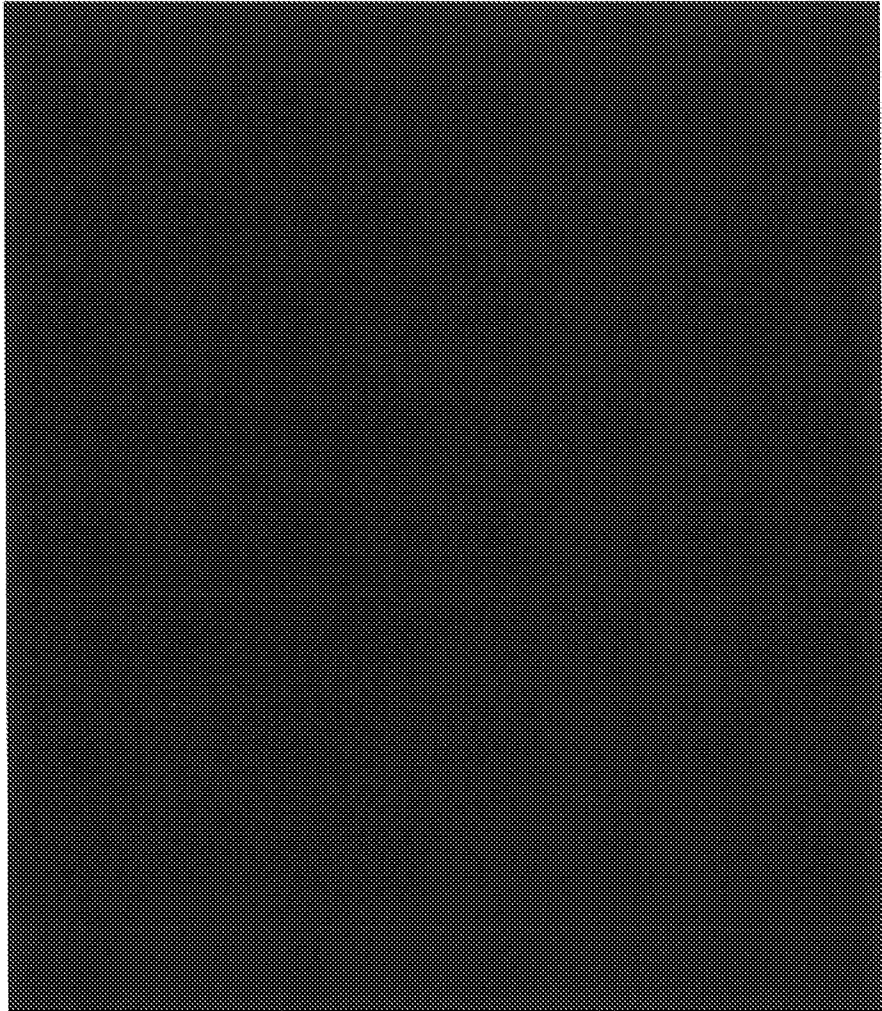
In consideration of the sum of [REDACTED] (receipt of which the Assignor acknowledges), which shall be paid by the Assignee to the Assignor on or around 23 July 2018 by wire transfer of the same amount to the bank account designated by the Assignor, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all legal and beneficial interest in and to the Intellectual Property Rights of YOKOZUNA data, a state-of-the-art machine learning engine that predicts the behaviour of each individual user, as well as the Intellectual Property Rights set out in schedule 1 throughout the world, including:

- 2.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;
- 2.2 all goodwill attaching to the Trade Marks and in respect of the YOKOZUNA data business relating to the goods or services in respect of which the Intellectual Property Rights of YOKOZUNA data and Trade Marks are registered or used;
- 2.3 the right to sue for damages and other remedies in respect of any infringement of the whole or any part of such rights, whether by way of action for infringement, passing off or otherwise, in each case whether arising before, on or after the date of this Agreement;
- 2.4 the right to apply for, prosecute and obtain registrations and/or similar protection throughout the world in respect of the rights assigned pursuant to clauses 2.1 and/or 2.2, including the right to claim priority, with the intent that any registered right or similar protection shall be in the name of and shall vest in the Assignee,

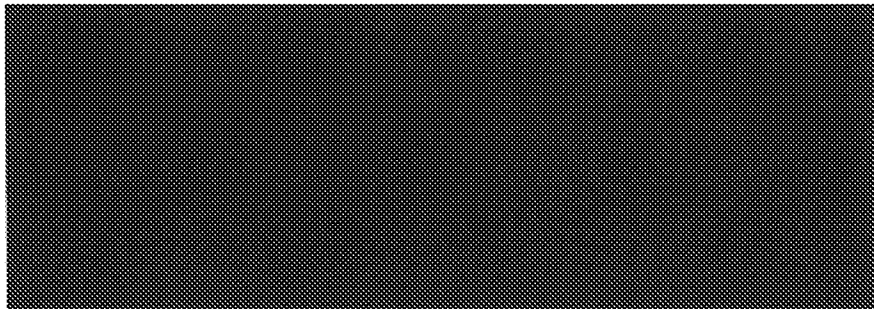
with the intent that the same shall vest in the Assignee forthwith upon the date of this Agreement.

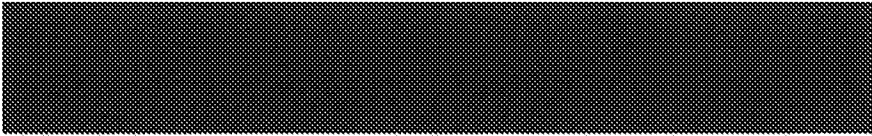
3. **Warranties**



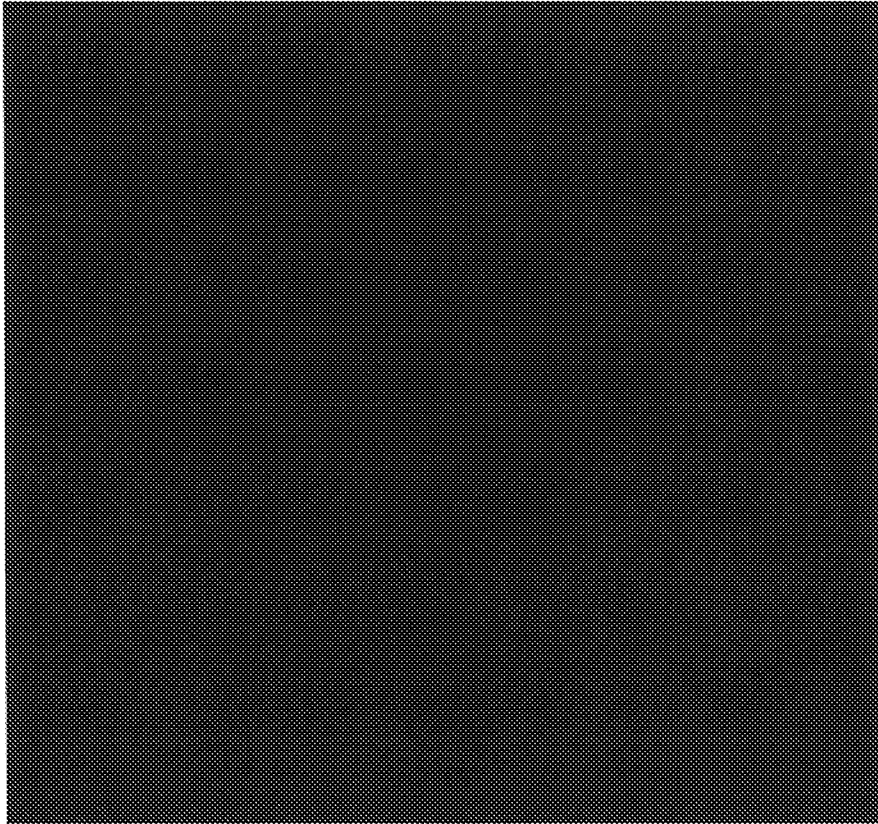


4. Indemnity

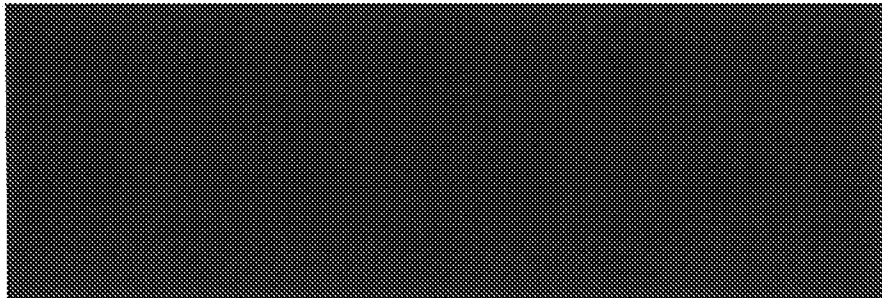


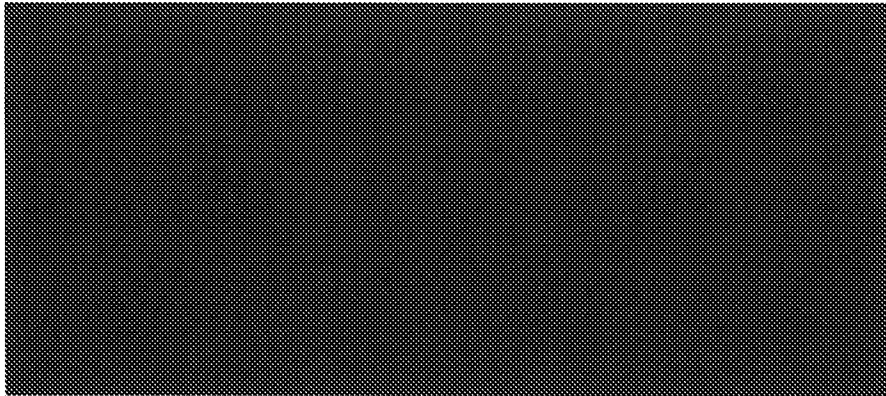


4.3 Tax



5. Confidentiality



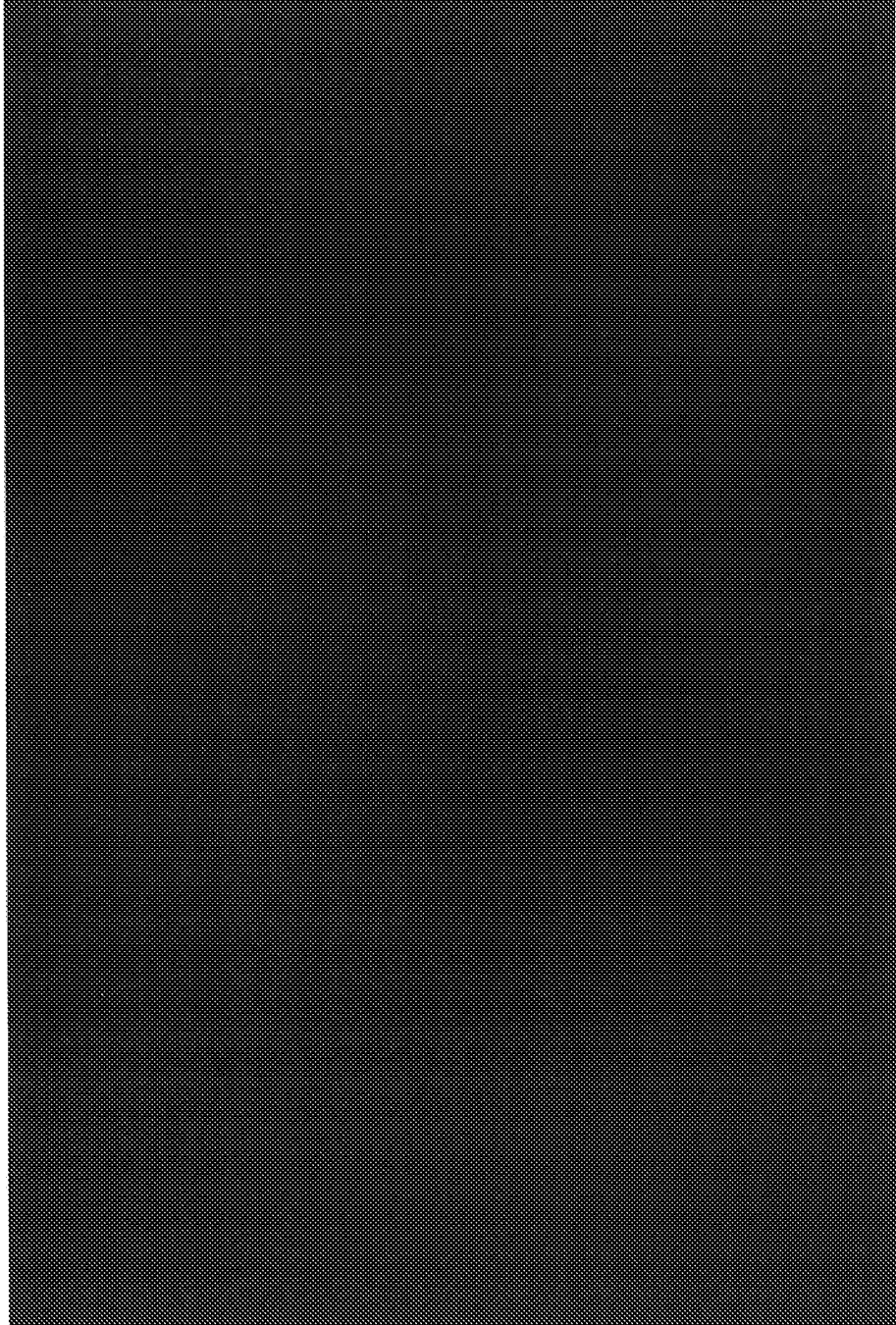


6. Further assurance

The Assignee shall, at its own cost, perform and procure any necessary procedure to the applicable Trademark Office for transferring ownership of the Trade Marks. The Assignor shall, at its own cost, assist the Assignee in performing and procuring the performance of all further acts and things, and executing and procuring the execution of and deliver all further documents required by law or which the Assignee requests, to give full effect to this Agreement, including:

- 6.1.1 assisting the Assignee to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement, including registration of the Assignee as applicant for or (as applicable) proprietor of the Assigned Rights; and
- 6.1.2 assisting the Assignee in obtaining, defending and enforcing the Assigned Rights and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights resulting from an act or omission of the Assignor.
- 6.2 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) within a period of time which the parties agreed all deeds, documents of title, certificates and other files and records (including, without limitation, those of its agents) reasonably designated by the Assignee relating to the Assigned Rights, as applicable.
- 6.3 The Assignor irrevocably appoints the Assignee by way of security for the performance of its obligations under this Agreement to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this Agreement. A certificate in writing, signed by any director or the secretary of the Assignee, that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

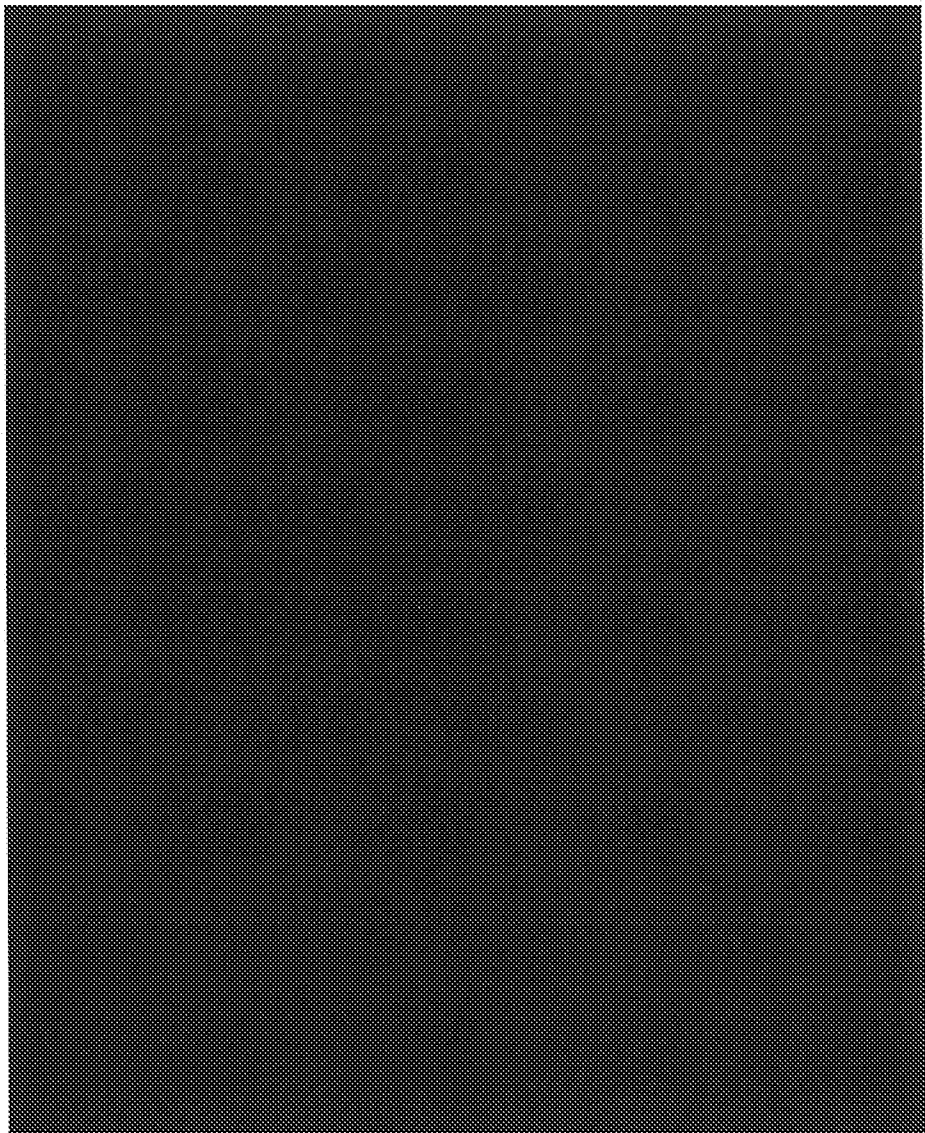
7. General



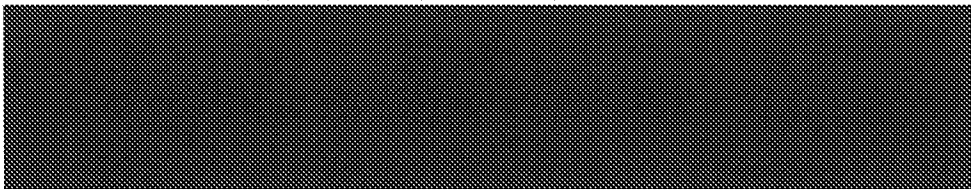
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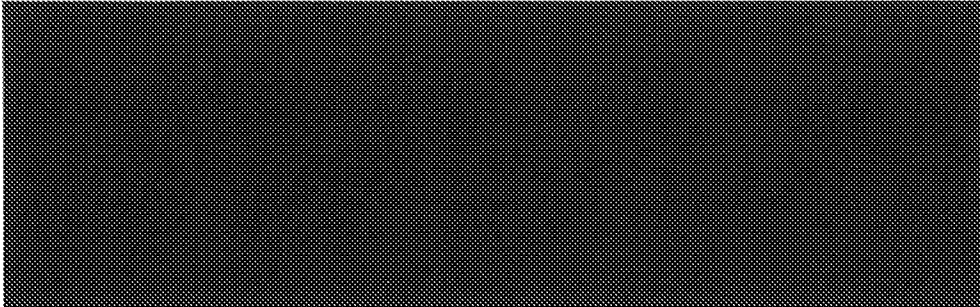
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8. Special Provision



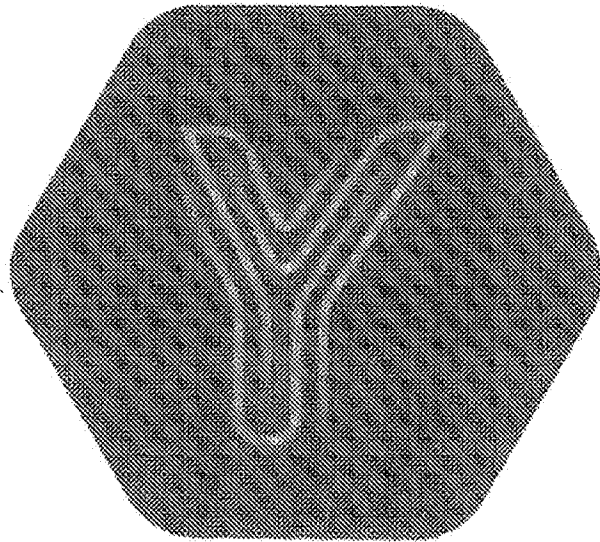


In witness whereof this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1
Registered Rights and Unregistered Trade Marks
Part 1

Registered Trade Marks and Applications

Country /territory	Mark	Application number	Registration number	Date filed	Date granted	Class (es)	Specification of goods/services
Japan	Letters	商標 2017-044868	5991714	04/04/2017	27/10/2017	35,42	YOKOZUNA data
USA	Letters	87/401,381	5429813	06/04/2017	20/03/2018	35,42	YOKOZUNA data
Europe	Letters	18556078	18556078	05/04/2017	20/07/2017	35,42	YOKOZUNA data
China	Letters	23411372	23411372	06/04/2017	28/03/2018	35	YOKOZUNA data
China	Letters	23411373	23411373	06/04/2017	21/03/2018	42	YOKOZUNA data
Taiwan	Letters	106020975	1875488	12/04/2017	18/10/2017	35	YOKOZUNA data
Taiwan	Letters	106020976	1875916	12/04/2017	18/10/2017	42	YOKOZUNA data
Japan	Logo	商標 2018-039519		28/03/2018	In progress	35,42	YOKOZUNA data
America	Logo	87/855,281		29/03/2018	In progress	35,42	YOKOZUNA data
Europe	Logo	17881754		29/03/2018	In progress	35,42	YOKOZUNA data
China	Logo	30037373		04/04/2018	In progress	35	YOKOZUNA data
China	Logo	30037374		04/04/2018	In progress	42	YOKOZUNA data
Taiwan	Logo	107019334		29/03/2018	In progress	35	YOKOZUNA data
Taiwan	Logo	107019336		29/03/2018	In progress	42	YOKOZUNA data



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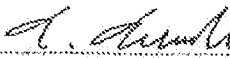
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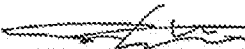
SIGNATURE PAGE

EXECUTED (but not delivered until the date hereof) as a DEED by SILICON STUDIO CORPORATION acting by TAKEHIKO TERADA, the President and Chief Executive Officer, in the presence of:


.....

DIRECTOR

WITNESS

Signature: 
.....
Name: Shinichiro Kajitani
Address: 1-21-3 Ebisu
Shibuya-ku, Tokyo
Japan 150-0013
Occupation: Director

SIGNED (but not delivered until the date hereof) as a DEED by KEYWORDS INTERNATIONAL LIMITED, in the presence of:

WITNESS

Signature:
Name:
Address:
.....
.....
Occupation:

SIGNATURE PAGE

EXECUTED (but not delivered until the date hereof) as a DEED by SILICON STUDIO CORPORATION acting by TAKEHIKO TERADA, the President and Chief Executive Officer, in the presence of:

.....
DIRECTOR

WITNESS

Signature:

Name:

Address:

Occupation:

SIGNED (but not delivered until the date hereof) as a DEED by KEYWORDS INTERNATIONAL LIMITED, in the presence of:

James Deane
.....

WITNESS

Signature: *John Feeney*
.....

Name: *John Feeney*
.....

Address: *Wheen House*
.....

Occupation: *Legal*
.....

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