

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594198

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900561487		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Twentieth Century Fox Film Corporation		12/24/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FoxNext Games, LLC		
<b>Street Address:</b>	3530 Hayden Ave, Suite A		
<b>City:</b>	Culver City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90232		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87832708		
<b>Serial Number:</b>	87832709		
<b>Serial Number:</b>	87162096	COLD IRON	
<b>Serial Number:</b>	87139290	COLDIRON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	650-988-8500		
<b>Email:</b>	trademarks@fenwick.com		
<b>Correspondent Name:</b>	Connie Ellerbach		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	35472-00202-5836		
<b>NAME OF SUBMITTER:</b>	Connie Ellerbach		
<b>SIGNATURE:</b>	/CLE1087/		
<b>DATE SIGNED:</b>	08/26/2020		

**Total Attachments: 12**

source=Scopely Assignment Agreement#page1.tif  
source=Scopely Assignment Agreement#page2.tif  
source=Scopely Assignment Agreement#page3.tif  
source=Scopely Assignment Agreement#page4.tif  
source=Scopely Assignment Agreement#page5.tif  
source=Scopely Assignment Agreement#page6.tif  
source=Scopely Assignment Agreement#page7.tif  
source=Scopely Assignment Agreement#page8.tif  
source=Scopely Assignment Agreement#page9.tif  
source=Scopely Assignment Agreement#page10.tif  
source=Scopely Assignment Agreement#page11.tif  
source=Scopely Assignment Agreement#page12.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Agreement”), dated as of December 24, 2019, is entered into by and between **Twentieth Century Fox Film Corporation**, a Delaware corporation (“Assignor”), and **FoxNext Games, LLC**, a Delaware limited liability company (“Assignee”). The foregoing parties are collectively referred to herein as the “Parties”.

WHEREAS, in connection with the contemplated sale of the FoxNext Games game publishing business, including the FoxNext Games Los Angeles and Cold Iron studios and the FoxNext Games Central and Publishing departments, but excluding the business of the Fogbank studio and the “Storyscape” game publishing business and any virtual reality publishing operations (the “Business”), Assignor desires to assign to Assignee certain Business assets owned by Assignor.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effectiveness. This Agreement shall be effective as of December 24, 2019 (the “Effective Date”).
2. Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below:
  - (a) “Assigns” or “Assignment” means, with respect to any asset, the transfer and assignment of all right, title and interest in and to such asset.
  - (b) “Assigned IP” means collectively the Copyright Assets, the Domain Name Assets and the Trademark Assets.
  - (c) “Copyright Assets” means, with respect to the assets set forth on Schedule 1 hereto, any of Assignor’s right, title, and interest in and to the copyright registrations, all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing, all claims and causes of action with respect to any of the foregoing and all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.
  - (d) “Domain Name Assets” means, with respect to the assets set forth on Schedule 2 hereto (“Domain Names”), all of Assignor’s right, title, and interest in and to the Domain Names registrations and the use thereof throughout the universe, together with the goodwill pertaining to the Domain Names, all fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing, all claims and causes of action with respect to any of the foregoing and all other rights, privileges, protections or obligations, liabilities and

responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

“Trademark Assets” means, with respect to the assets set forth on Schedule 3 hereto, any of Assignor’s right, title, and interest in and to the trademark registrations, the goodwill of the business symbolized by the marks, all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing, all claims and causes of action with respect to any of the foregoing and all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

3. Assignment and Assumption. Subject to the terms and conditions set forth herein and consummated in the order set forth below:

(a) Assignor Assignment. Assignor hereby irrevocably Assigns and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Assigned IP.

(b) Assumption. Subject to the terms and conditions set forth herein, the Assignee hereby unconditionally accepts the Assignment and, without limiting the foregoing, assumes and agrees to assume all of the duties, liabilities and obligations of Assignor with respect to the Assigned IP, and to satisfy, pay, perform and discharge, as and when due, all of the obligations of Assignor with respect to the Assigned IP and, as and when due, all of the liabilities and obligations of Assignor in connection therewith.

4. Miscellaneous.

(a) Further Assurances.

(i) From and after the date hereof, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

(ii) Assignor shall take such steps and actions, and shall provide such cooperation and assistance, to the Assignee and its successors, assigns, and legal representatives (including executing and delivering any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents) as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Assignee, or any of the Assignee’s successors or assigns.

Notwithstanding anything to the contrary in any such document, to the extent of any conflict or inconsistency between this Agreement and such instrument, this Agreement shall control.

- (b) Disclaimer of Representations and Warranties. EACH PARTY (ON BEHALF OF ITSELF AND ITS AFFILIATES) ACKNOWLEDGES AND AGREES THAT THE ASSIGNED IP ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" BASIS, EACH PARTY ASSUMES ALL RISKS AND LIABILITIES ARISING FROM OR RELATING TO ITS USE OF, AND RELIANCE UPON, THE ASSIGNED IP, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE ASSIGNED IP OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND EACH PARTY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED IP, INCLUDING THE NON-INFRINGEMENT OR ABSENCE OF OTHER VIOLATION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED IP.
- (c) Entire Agreement. This Agreement, including any exhibits and schedules hereto, contain all of the terms and conditions agreed upon or made by the Parties relating to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties or their representatives, oral or written, respecting such subject matter.
- (d) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (i) a suitable and equitable provision negotiated in good faith by the Parties shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not, subject to clause (i) above, be affected by such invalidity or unenforceability, except as a result of such substitution, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

- (e) Amendment and Modification. No amendment to or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- (f) No Waiver. The failure of any Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party. No waiver shall be effective unless it has been given in writing and signed by the Party giving such waiver.
- (g) Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or by attachment to electronic mail in portable document format (PDF)), each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party hereto.
- (h) Dispute Resolution. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the United States District Court for the Southern District of New York over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective successors and assigns under or related to this Agreement.
- (i) Third Party Beneficiaries. This Agreement is solely for the benefit of each Party and its respective affiliates, successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other person, and should not be deemed to confer upon any third party any remedy, claim, liability, reimbursement, proceedings or other right in excess of those existing without reference to this Agreement.
- (j) Governing Law. This Agreement, and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to the conflicts of laws principles thereof.

*[Signature page follows. The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Twentieth Century Fox Film Corporation

By   
Name: James M. Kapenstein  
Title: President

*(Signature Page to the Intellectual Property Assignment)*

[[9253363]]

TRADEMARK  
REEL: 007021 FRAME: 0884

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FoxNext Games, LLC

By 

Name:

Title:

Said Mehta  
President

*(Signature Page to the Intellectual Property Assignment)*

[[5253263]]

TRADEMARK  
REEL: 007021 FRAME: 0885



**SCHEDULE 1**

**COPYRIGHT ASSETS**

<b>Copyright Registration Number</b>	<b>Title of Work</b>	<b>Author</b>	<b>Copyright Claimant</b>	<b>Date Filed</b>
Application pending (Applicant Tracking Number 186088)	Avatar: Pandora Rising (Computer Program)	Twentieth Century Fox Film Corporation; FoxNext Games, LLC	Twentieth Century Fox Film Corporation; FoxNext Games, LLC	9/23/2019

## SCHEDULE 2

### DOMAIN NAME ASSETS

#### Twentieth Century Fox Film Corporation Domain Names:











Domain Name	Domain Organization	Registration Date
aft3rshock.com	Twentieth Century Fox Film Corporation	2016-12-20
aft3rshock.net	Twentieth Century Fox Film Corporation	2016-12-20
aft3rshock.org	Twentieth Century Fox Film Corporation	2016-12-20
aft3rshock.us	Twentieth Century Fox Film Corporation	2016-12-20
aftershock.net	Twentieth Century Fox Film Corporation	2004-01-21
coldirongames.com	Twentieth Century Fox Film Corporation	2015-08-19
coldirongames.info	Twentieth Century Fox Film Corporation	2015-08-19
coldirongames.net	Twentieth Century Fox Film Corporation	2015-08-19
coldirongames.org	Twentieth Century Fox Film Corporation	2015-08-19
coldironstudio.com	Twentieth Century Fox Film Corporation	2015-10-21
coldironstudio.info	Twentieth Century Fox Film Corporation	2015-10-21
coldironstudio.net	Twentieth Century Fox Film Corporation	2015-10-21
coldironstudio.org	Twentieth Century Fox Film Corporation	2015-10-21
coldironstudios.com	Twentieth Century Fox Film Corporation	2015-08-19
coldironstudios.info	Twentieth Century Fox Film Corporation	2015-08-19
coldironstudios.net	Twentieth Century Fox Film Corporation	2015-08-19
coldironstudios.org	Twentieth Century Fox Film Corporation	2015-08-19
playspiritlords.com	Twentieth Century Fox Film Corporation	2015-01-06
playspiritstorm.com	Twentieth Century Fox Film Corporation	2014-03-25
spirit-lord.com	Twentieth Century Fox Film Corporation	2015-02-04
spiritlord.net	Twentieth Century Fox Film Corporation	2015-02-04
spiritlord.org	Twentieth Century Fox Film Corporation	2015-02-04
spiritlords.com	Twentieth Century Fox Film Corporation	2015-01-06
spirit-lords.com	Twentieth Century Fox Film Corporation	2015-01-06
spiritlords.net	Twentieth Century Fox Film Corporation	2015-01-06
spiritlords.org	Twentieth Century Fox Film Corporation	2015-01-06
spiritlordsgame.com	Twentieth Century Fox Film Corporation	2015-01-06
spiritlordshelp.com	Twentieth Century Fox Film Corporation	2015-01-06
spiritlordsmobile.com	Twentieth Century Fox Film Corporation	2015-01-06
spiritlordsmobilegame.com	Twentieth Century Fox Film Corporation	2015-01-06
spiritlordsonline.com	Twentieth Century Fox Film Corporation	2015-01-06
spiritlordswiki.com	Twentieth Century Fox Film Corporation	2015-01-06
spiritstorm.com	Twentieth Century Fox Film Corporation	2009-09-02
spirit-storm.com	Twentieth Century Fox Film Corporation	2014-03-25
spiritstormgame.com	Twentieth Century Fox Film Corporation	2014-03-25
spiritstormhelp.com	Twentieth Century Fox Film Corporation	2014-03-25
spiritstormmobile.com	Twentieth Century Fox Film Corporation	2014-03-25
spiritstormmobilegame.com	Twentieth Century Fox Film Corporation	2014-03-25
spiritstormonline.com	Twentieth Century Fox Film Corporation	2014-03-25
spiritstormwiki.com	Twentieth Century Fox Film Corporation	2014-03-25






Domain Name	Domain Organization	Registration Date
thismeanswarmobilegame.com	Twentieth Century Fox Film Corporation	2015-02-24
thismeanswar-thai.com	Twentieth Century Fox Film Corporation	2012-02-06

**SCHEDULE 3**

**TRADEMARK ASSETS**

**Twentieth Century Fox Film Corporation Trademarks:**

Trademark Application ID	Mark Name	Mark Image	International Classes	Country	Status	App No.	Registration No.	Owners
81354044	ANVIL (COLDIRON)		9	United States of America	Allowed	87832708		Twentieth Century Fox Film Corporation
81354046	ANVIL (COLDIRON)		41	United States of America	Allowed	87832709		Twentieth Century Fox Film Corporation
81360344	ANVIL (COLDIRON)		9,41	Australia	Registered	1953931		Twentieth Century Fox Film Corporation
81360346	ANVIL (COLDIRON)		9	Brazil	Registered	915868490		Twentieth Century Fox Film Corporation
81360350	ANVIL (COLDIRON)		9,41	Canada	Application	1918773		Twentieth Century Fox Film Corporation
81360352	ANVIL (COLDIRON)		9	China	Application	33235615		Twentieth Century Fox Film Corporation
81360354	ANVIL (COLDIRON)		9,41	European Union IPO	Registered	17949668	17949668	Twentieth Century Fox Film Corporation
81360356	ANVIL (COLDIRON)		9,41	Japan	Registered	2018109978	612872	Twentieth Century Fox Film Corporation
81360358	ANVIL (COLDIRON)		9	Mexico	Registered	2097796	1947416	Twentieth Century Fox Film Corporation
81360360	ANVIL (COLDIRON)		41	Mexico		2097798	1947417	Twentieth Century Fox Film Corporation

Trademark Application ID	Mark Name	Mark Image	International Classes	Country	Status	App No.	Registration No.	Owners
81360362	ANVIL (COLDIRON)		9,41	Russian Federation	Registered	2018737631	705638	Twentieth Century Fox Film Corporation
81360364	ANVIL (COLDIRON)		9,41	Korea, Republic of (KR)	Registered	4020180122035	4014929670000	Twentieth Century Fox Film Corporation
81360366	ANVIL (COLDIRON)		9,41	Taiwan	Application	107056739		Twentieth Century Fox Film Corporation
81360376	ANVIL (COLDIRON)		41	Brazil	Registered	915868733		Twentieth Century Fox Film Corporation
81360382	ANVIL (COLDIRON)		41	China	Application	33235617		Twentieth Century Fox Film Corporation
81352662	COLD IRON		9,41	United States of America	Allowed	87162096		Twentieth Century Fox Film Corporation
81360390	COLD IRON		9,41	Australia	Registered	1954266		Twentieth Century Fox Film Corporation
81360392	COLD IRON		9	Brazil	Filed	915912546		Twentieth Century Fox Film Corporation
81360394	COLD IRON		41	Brazil	Filed	915912554		Twentieth Century Fox Film Corporation
81360396	COLD IRON		9,41	Canada	Application	1918775		Twentieth Century Fox Film Corporation
81360398	COLD IRON		9	China	Published	33295254		Twentieth Century Fox Film Corporation
81360400	COLD IRON		41	China	Registered	33295255	33295255	Twentieth Century Fox Film Corporation
81360404	COLD IRON		9,41	Japan	Application	2018110694		Twentieth Century Fox Film Corporation
81360406	COLD IRON		9	Mexico	Registered	2097806	1947421	Twentieth Century Fox Film Corporation
81360408	COLD IRON		41	Mexico	Registered	2097807	1947422	Twentieth Century Fox Film Corporation
81360410	COLD IRON		9,41	Russian Federation	Registered	2018738652	708073	Twentieth Century Fox Film Corporation

Trademark Application ID	Mark Name	Mark Image	International Classes	Country	Status	App No.	Registration No.	Owners
81360412	COLD IRON		9,41	Korea, Republic (KR)	Registered	4020180122572	4014991060000	Twentieth Century Fox Film Corporation
81360414	COLD IRON		9,41	Taiwan	Application	107057209		Twentieth Century Fox Film Corporation
81360402	COLD STUDIOS IRON		9,41	European Union IPO	Registered	17981772	17981772	Twentieth Century Fox Film Corporation
81352657	COLDIRON		9,41	United States of America	Allowed	87139290		Twentieth Century Fox Film Corporation