

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592075

| | | | |
|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Jelly Button Games Ltd. | | 07/14/2020 | Limited Company: ISRAEL |
| RECEIVING PARTY DATA | | | |
| Name: | Playtika Ltd. | | |
| Street Address: | 8 Hachoshlim St . | | |
| City: | Herzliya Pituach | | |
| State/Country: | ISRAEL | | |
| Postal Code: | 4672408 | | |
| Entity Type: | Limited Company: ISRAEL | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88646613 | CAT FORCE | |
| Serial Number: | 88831697 | 7 CATS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6508395071 | | |
| <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: | 6508395070 | | |
| Email: | tmdoctc@fr.com | | |
| Correspondent Name: | Fish & Richardson, P.C. | | |
| Address Line 1: | P.O Box 1022 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55400-1022 | | |
| NAME OF SUBMITTER: | Lisa Greenwald-Swire | | |
| SIGNATURE: | /Lisa Greenwald-Swire/ | | |
| DATE SIGNED: | 08/14/2020 | | |
| Total Attachments: 6 | | | |
| source=Cat Force IP Assignment Agreement - executed#page1.tif | | | |
| source=Cat Force IP Assignment Agreement - executed#page2.tif | | | |
| source=Cat Force IP Assignment Agreement - executed#page3.tif | | | |
| source=Cat Force IP Assignment Agreement - executed#page4.tif | | | |
| source=Cat Force IP Assignment Agreement - executed#page5.tif | | | |

CH \$65.00 88646613

ASSET PURCHASE AGREEMENT AND ASSIGNMENT

This Asset Purchase Agreement and Assignment (the “**Agreement**”), is made and entered into on as of July 14th, 2020, and shall be in effect as of July 1st, 2020 (the “**Effective Date**” hereinafter) by and among:

Playtika Ltd., a company duly organized and validly existing under the laws of Israel and having its principal place of business at 8 HaChoshlim St., Hertzliya, Israel (“**Purchaser**” or “**Assignee**”).

and

Jelly Button Games Ltd., a company duly organized and validly existing under the laws of Israel and having its registered office at 121 Menachem Begin Rd., Tel Aviv, Israel (“**Seller**” or “**Assignor**”);

Hereinafter Purchaser and Seller are collectively referred to as the “**Parties**”, and individually as a “**Party**.”

RECITALS

WHEREAS the Seller is a wholly-owned subsidiary of the Purchaser.

WHEREAS the Seller is the sole and exclusive owner of the Intellectual Property Rights and other Assets in and to the Game application known as “**Cat Force**”.

WHEREAS the Purchaser wishes to purchase the Game Assets from the Seller.

WHEREAS, the Seller and Purchaser have therefore agreed to enter into this Agreement in order for the Seller to sell, transfer and assign the all its rights, title, and interests in the Game, together with the goodwill of the business symbolized by and associated with the Game and the portion of the business to which it pertains, including the Game Assets to the Purchaser, on the terms set out below.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

“**Confidential Information**” means all proprietary information relating to the subject matter of this Agreement, including but not limited to the Purchased Assets transferred hereunder, and all copies and all such proprietary information disclosed therein, all design, concept, customer, franchise, performance, structure, scientific, technical, algorithmic, price, financial, historical, and marketing information relating to the Game. Confidential Information shall include all of such information whether in written, physical, digitized, oral or visual form. Confidential Information shall not include any information which becomes public knowledge after the date that it was revealed to the holder of such information other than through such holder’s actions, assigns or agents.

“**the Game**” the match-three game that on the Effective Date is published under the name Cat Force.

“the **Assets**” all the rights, title and interests in, to and under those assets; properties, rights, licenses, permits, approvals, contracts, causes of action and claims, of every kind and description as the same shall exist on the Effective Date, wherever located, whether tangible or intangible, personal or mixed, that are used, were used, owned by, leased by or in the possession of Seller, whether or not reflected on the books and records of the Seller and, that relate directly or indirectly to the Game, including without limitation (a) the Intellectual Property Rights in and to the Game, including, without limitation, software (in object code and source code) and documentation; (b) all goodwill related to the Game and any of the forgoing.

“**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, rights in software, database rights, rights in designs, trade marks, business names and domain names, licenses, rights in get-up, goodwill and the right to sue for passing off, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual or industrial 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.

“**Development Works**” means all development related to the design and construction of the Game.

- 1.2 Unless a contrary intention appears, any reference in this Agreement to:
 - (a) a provision of law is a reference to that provision as amended or re-enacted.
 - (b) a time of day is a reference to Israel time.
 - (c) a governmental, local governmental, regulatory or administrative authority or agency includes its successors.
- 1.3 In this Agreement the interpretation of general words shall not be restricted by words indicating a particular class or particular examples.
- 1.4 The headings in this Agreement are for ease of reference only and are to be ignored when interpreting this Agreement.
- 1.5 Unless a contrary indication appears, a term used in any notice given under or in connection with this Agreement has the same meaning in that or notice as in this Agreement.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7 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.

2 **SALE OF THE PURCHASED ASSETS**

In consideration of mutual promises and obligations set out in this Agreement and for the sum of US\$1,401,803 paid by the Purchaser to the Seller (receipt and sufficiency of which the Seller hereby expressly acknowledges), free and clear from any liens, charges or encumbrances whatsoever, the Seller hereby irrevocably and unconditionally sells, transfers, assigns, conveys and delivers to the Purchaser (i) any and all legal and beneficial rights, title, and interest in and to the Intellectual Property Rights in the Game and Development Works, including U.S. Serial No. 88646613 for the CAT FORCE mark and U.S. Serial No. 88831697 for the 7 CATS mark and all related foreign filings, (ii) the goodwill of the business symbolized and associated with the Game and the portion of the business to which it pertains, (iii) the Assets; and (iv) all priority and common law rights therein, together with the right to sue for past infringements thereof and to seek and recover damages and all other available remedies (the “**Purchased Assets**”). – both an Israeli entity

3 **MORAL RIGHTS**

The Seller shall, at the Purchaser’s request, provide written absolute waivers from any and all authors of any of the Purchased Assets in relation to all moral rights which subsist in the Purchased Assets, so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

4 **FURTHER ASSURANCE**

The Seller shall do and execute, and/or use its reasonable endeavours to procure to be done and executed by all relevant parties, all other acts, deeds, documents and things necessary or advisable for effectively vesting the Purchased Assets in the Purchaser and, pending the doing and executing of such acts, deeds, documents and things, the Seller shall hold its right, title and interest to and in the Purchased Assets in trust for the Purchaser.

5 **COSTS**

Each party shall pay its own costs incurred in connection with the preparation and completion of this Agreement.

6 **CONFIDENTIALITY**

From and after the Effective Date, and for so long thereafter as the data or information remains Confidential Information, Seller, shall not use, disclose, or permit any person not authorized by Purchaser to obtain any Confidential information, except as specifically authorized by Purchaser.

7 **ENTIRE AGREEMENT**

7.1 This Agreement is the entire agreement between the parties, and replaces all previous agreements and understandings between them, relating to its subject matter.

7.2 The parties agree that no representations, warranties, undertakings or promises have been expressly or impliedly given in respect of the subject matter of this Agreement other than those which are expressly stated in this Agreement.

- 7.3 Neither party shall have any remedy in respect of any statement not set out in this Agreement upon which it relied in entering into this Agreement, unless the statement was made fraudulently.

8 **WAIVER**

A failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of this Agreement shall not constitute a waiver of any other breach.

9 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement. If this Agreement is executed in counterpart, it shall not be effective unless each party has executed at least one counterpart.

10 **GOVERNING LAW AND JURISDICTION**

This Agreement and all disputes arising out of or in connection with this Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws and regulations of the State of Israel, without reference to any conflict of laws principles. Any dispute between the parties shall solely be submitted in the courts in Tel Aviv, Israel.

In Witness whereof, Seller and Purchaser have each caused this Agreement to be executed and delivered by a duly authorized representative, officer or agent, effective as of the Effective Date hereof.

JELLY BUTTON GAMES LTD.

DocuSigned by:

Arik Sandler

86A3845ACBF04EC...

Name: Arik Sandler

Date: 14.7.2020

Title: Director

PLAYTIKA LTD.

DocuSigned by:

Arik Sandler

86A3845ACBF04EC...

Name: Arik Sandler

Date: 14.7.2020

Title: Chief Financial Officer

Exhibit A

This Assignment shall be in effect as of July 1st, 2020 (the “**Effective Date**” hereinafter) by and among:

Playtika Ltd., a company duly organized and validly existing under the laws of Israel and having its principal place of business at 8 HaChoshlim St., Hertzliya, Israel (“Assignee”).

and

Jelly Button Games Ltd., a company duly organized and validly existing under the laws of Israel and having its registered office at 121 Menachem Begin Rd., Tel Aviv, Israel (“Assignor”);

RECITALS

WHEREAS, the Assignor owns pending applications at the US P.T.O. for the CAT FORCE mark, which is identified as US Ser. No. 88646613, and the 7 CATS mark, which is identified as US Ser. No. 88831697, (the “Trademarks”).

WHEREAS, the Assignor wishes to assign the Trademarks to the Assignee and the portion of the business to which it pertains on the terms and conditions set out in the Asset Purchase Agreement and Assignment.

NOW, THEREFORE, IT IS HEREBY AGREED:

For good and valuable consideration by the Assignee to the Assignor, the receipt and sufficiency of which is hereby irrevocably acknowledged by the Assignor, the parties hereby agree as follows:

The Assignor will and hereby does irrevocably and unconditionally sell, assign, transfer, and convey to the Assignee any and all legal and beneficial rights, title, and interest in and to the Trademarks and the full and exclusive benefit of them, together with the goodwill of the business symbolized by and associated with said Trademarks, the portion of the business to which it pertains, and all priority and common law rights and accrued rights of action, including the right, title, and interest to all causes of action and rights of recovery by reason of past infringements of said Trademarks.

The Assignee is the successor to the business of Assignor with regard to the marketing, distribution and sale of the goods bearing the marks CAT FORCE and 7 CATS and the Assignor is no longer in the business of marketing and distributing such goods for itself under those marks.

JELLY BUTTON GAMES LTD.

PLAYTIKA LTD.

DocuSigned by:
Arik Sandler
36A3846AGBF04EG

DocuSigned by:
Arik Sandler
88A38145ACBFD4EC

Name: Arik Sandler

Name: Arik Sandler

Date: 14.7.2020

Date: 14.7.2020

Title: Director

Title: Chief Financial Officer

TRADEMARK