

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twitch Interactive, Inc.		11/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Overwolf Ltd.		
Street Address:	5 Jabotinsky St.		
City:	Ramat Gan		
State/Country:	ISRAEL		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5095581	CURSEFORGE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	yulial@arnon.co.il		
Correspondent Name:	Yulia Lazbin		
Address Line 1:	Rivlin 22		
Address Line 4:	Jerusalem, ISRAEL		
NAME OF SUBMITTER:	Yulia Lazbin		
SIGNATURE:	/yl/		
DATE SIGNED:	12/03/2020		
Total Attachments: 7			
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OP \$40.00 5095581

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is dated as of November 30, 2020 (the "Effective Date"), between Twitch Interactive, Inc., a Delaware corporation ("Seller") and Overwolf Ltd., an Israeli company ("Buyer"). Each of Seller and Buyer is, individually, a "Party," and collectively, the "Parties."

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement, dated as of June 8, 2020 (together with any amendments thereto, the "Purchase Agreement"), pursuant to which, among other things, Seller agreed to sell, assign, transfer, and convey to Buyer, and Buyer agreed to purchase and acquire from Seller all of Seller's rights, title and interest in, under and to the Purchased Assets on an "as-is" basis, free and clear of any and all Liens, and third party rights (other than as set forth in the Purchase Agreement), and assume from Seller all of the Assumed Obligations, in each case, on the terms and subject to the conditions set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, and intending to be legally bound, the Parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein have the meanings set forth in the Purchase Agreement.

2. Sale of Assets. Effective as of the date hereof, Seller hereby sells, assigns, transfers, and conveys to Buyer, and Buyer hereby purchases, on an "as-is" basis, free and clear of all Liens and third party rights (other than as set forth in the Purchase Agreement), all of Seller's rights, title and interest in, under and to the Purchased Assets. In addition, as of the Effective Date, Seller hereby conveys, assigns, transfers and delivers to Buyer, and Buyer hereby accepts, all of Seller's entire rights, title and interests throughout the world in, to and under the any and all registrations of the Purchased IP and applications therefor, the list of which is attached hereto as Exhibit A along with (a) all rights to sue or recover and retain damages, costs and attorneys' fees for past, present and future infringement, misappropriation or other violation thereof; and (b) all goodwill associated with any of the foregoing throughout the world.

3. Recordation. Seller hereby authorizes and requests the United States Patent and Trademark Office (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar), and any domain name registrar, to record Buyer as owner of the Purchased IP and to issue any and all Purchased IP to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives.

4. Assignment and Assumption of Assumed Obligations. Seller hereby assigns to Buyer, and Buyer hereby assumes the Assumed Obligations and shall hereafter pay, perform, be responsible for, discharge, satisfy and observe in accordance with their respective terms, all the Assumed Obligations. Buyer does not and will not by acceptance hereof assume any liabilities or obligations whatsoever of the Seller except as expressly provided in the Purchase Agreement.

5. Further Assurances. Seller covenants and agrees that, from time to time, and for a period of twelve (12) months after the delivery of this Agreement, as reasonably requested by Buyer and without further consideration, to take, such further action, execute such additional documents, provide testimony and, in general, provide all lawful cooperation reasonably requested by Buyer to perfect Buyer's title in, to and under the Purchased IP, to record the assignment of the Purchased IP with the applicable governmental bodies, and to carry out and fulfill the purposes and intent of this Agreement.

6. No Modification. This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Agreement shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent possible, this instrument shall be construed to be consistent with the Purchase Agreement. Seller and Buyer, each hereby acknowledge and agree that except as set forth in Section 3 of this Agreement, neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be expanded, modified or limited in any way by this instrument. Notwithstanding anything contained herein to the contrary, in the event of any inconsistency between the terms set forth herein and the terms set forth in the Purchase Agreement, the terms set forth in the Purchase Agreement shall control.

7. No Third Party Beneficiaries. Without limiting the rights of any party to the Purchase Agreement set forth therein, this Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any laws other than the laws of the State of Delaware. All legal proceedings arising out of or relating to this Agreement shall be resolved in accordance with the Purchase Agreement.


9. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

10. Counterparts. This Agreement may be executed and delivered (including by email or PDF transmission) in one or more counterparts, and by both parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

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

OVERWOLF LTD.

By:  _____

Name: Uri Marchand
Title: CEO

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]

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

Twitch Interactive, Inc.



By: _____

Name: Steve Bené

Title: General Counsel

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]

Exhibit A
Purchased IP

All capitalized terms used in this Agreement but not otherwise defined herein have the meanings set forth in the Purchase Agreement.

1. Software and Technology

- a. Cobalt – CurseForge web (Cobalt is the base framework that houses the CurseForge web apps; it encompasses Curseforge.com and all domains.)
- b. Xenforo – Bukkit (Bukkit forums are run on an instance of Xenforo, pursuant to the Xenforo Agreement, as defined herein) The Xenforo Agreement has expired, and Buyer will contract separately with Xenforo from and after Closing.
- c. Repohost (a go-service which houses git, mercurial, subversion repos for mod authors)
- d. Download Statistics Service (DLS) (a service which tracks downloads of mods across the platform)
- e. Addon Service (.NET Core service that handles mod distribution to Seller’s Twitch Desktop App)
- f. Server Mods Service (.NET Core service that handles installing Minecraft server addons for server hosting companies)
- g. Mod Lister Extension and Service (extension that lists what mods a streamer is playing along with a link to download it)
- h. GTA Gaming Archive Site (a read-only website that houses Grand Theft Auto mods) (the “GTA Gaming Archive Site”)
- i. Packager (WoW addon build system built on top of Cobalt)
- j. Minecraft Loader (loader that downloads the latest Forge version for building Minecraft mods)
- k. Moderation Tools / Hyrule (tools and UI to automate the CurseForge moderation process)
- l. Elerium (part of the backend)
- m. Mod-related Client-side modules (C# code that downloads, installs, updates and maintains the user’s local mods; runs on Windows and Mac (mono))
- n. DRP scripts (used when restoring DB updates the Addon Service / data manager)
- o. AWS services and data stores used exclusively in the Business (By way of clarification, Seller is not providing Buyer with access to AWS services and data stored on Seller’s AWS account; instead, Seller will copy the data stores used exclusively in the Business to Buyer’s AWS account at Closing.)
- p. CurseForge Author Portal, in its entirety, including the following sections (collectively, the “CurseForge Author Portal”):

- i. Home - <https://authors.curseforge.com/>
- ii. Dashboard - <https://authors.curseforge.com/dashboard>
- iii. Forums - <https://authors.curseforge.com/forums>
- iv. Paste - <https://authors.curseforge.com/paste>
- v. Knowledge base - <https://authors.curseforge.com/knowledge-base>
- vi. Reward store - <https://authors.curseforge.com/store>
- vii. WoW CurseForge minisite - <https://wow.curseforge.com/>
- viii. CurseForge Minecraft Forums - <https://minecraft.curseforge.com/forums/>
- q. ClamAV (antivirus scanning software for uploaded mods)
- r. Data Manager (backend storage for Addon Service)
- s. CurseForge feedback on Twitch Userveice (available at <https://twitch.uservice.com/forums/915910-game-mods-curseforge>) (By way of clarification, Seller will not provide Buyer with access to Seller's Userveice account; instead, at Closing, Seller will transfer to Buyer a complete copy of the CurseForge feedback data on Seller's Userveice account.)
- t. CurseForge Google Analytics account
- u. Authors Rewards Program process and mechanism

2. Intellectual Property

- a. Copyrights:
 - i. No registered copyrights.
 - ii. All of Seller's rights in the copyrights in:
 - 1. The current and historical content on the Website and Domain Names listed in clause 2(d) below and the Social Accounts listed in clause 2(e) below;
 - 2. the CurseForge Author Portal (as defined above);
 - 3. the GTA Gaming Archive Site (as defined above);
 - 4. the software transferred to Buyer (listed in clause 1 above).
 - iii. All rights to register the foregoing copyrights and sue for infringement in respect of the foregoing copyrights and receive damages in respect of such infringement, including in respect of infringement occurring prior to the Closing Date.
- b. Patents: None.
- c. Trademarks:
 - i. Registered trademark:

Mark	Country of	Class	Registration	Registration	Renewal
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	Registration		Date	Number	Date
CURSEFORGE (word)	U.S.	42	12/6/2016	5095581	12/6/2026*

*Note: A maintenance filing is due in the U.S. prior to renewal, between the 5th and 6th year after registration, but no later than 12/6/2022.

- ii. All of Seller's common law trademark rights in the mark that is listed above as a registered trademark, and the Website and Domain Names listed in clause 2(d) below.
 - iii. All rights to register the foregoing registered and common law marks and sue for infringement in respect thereof and receive damages in respect of such infringement, including in respect of infringement occurring prior to the Closing Date.
- d. Websites and Domain Names:
- i. curseforge.com
 - ii. curseforge.net
 - iii. gtagaming.com
 - iv. bukkit.org
 - v. gta4-mods.com
 - vi. wowace.com
 - vii. sc2mapster.com
 - viii. skyrimforge.com
 - ix. forgecdn.net
 - x. forgesvc.net
 - xi. tankforge.com
 - xii. tanksforge.com
 - xiii. shipforge.com
 - xiv. shipsforge.com
 - xv. All subdomains of the domains listed in clause 2(d)(i)-(xiv)
- e. Social Accounts (including applicable user credentials and passwords):
- i. Twitter (twitter.com/curseforge)
 - ii. Medium (medium.com/curseforge)
 - iii. Twitch (twitch.tv/curseforge)
 - iv. CurseForge Discord (<https://discord.gg/7XhZxT>)
 - v. CurseForge Reddit (<https://www.reddit.com/r/CurseForge/>)