

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633792

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900599660

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GamesMadeMe PTE. Ltd.		01/13/2021	Limited Liability Company: SINGAPORE

RECEIVING PARTY DATA

Name:	KING.COM Limited
Street Address:	Aragon Business Center, Level 4, Dragonara Rd.
City:	St. Julian's
State/Country:	MALTA
Postal Code:	STJ3140
Entity Type:	Company: MALTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5220686	

CORRESPONDENCE DATA**Fax Number:**

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: 6175008674**Email:** ngage@beckreed.com**Correspondent Name:** Nicole Gage**Address Line 1:** 155 Federal Street, Suite 1302**Address Line 4:** Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Nicole E. Gage
SIGNATURE:	/Nicole Gage/
DATE SIGNED:	03/23/2021

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

GAMESMADEME PTE. LTD.

AND

KING.COM LIMITED

THIS DEED is made on 13 January 2021 between:

- (1) **GAMESMADEME PTE. LTD.**, a Singapore limited liability company with registered number 201131417E and with registered office at 50 Collyer Quay, #09-01 Oue Bayfront, Singapore, 049321 ("**GMM**"); and
- (2) **KING.COM LIMITED**, a company incorporated and registered in Malta with company number C42504 whose registered office is at Aragon Business Centre, Level 4, Dragonara Road, St. Julian's, STJ 3140, Malta ("**King**");

BACKGROUND

- (A) On 6 August 2014 GMM's parent company NonStop Games Oy was acquired by King, and as a result GMM became part of the same Group of companies as King.
- (B) GMM agrees to assign the Assigned Rights to King on the date of this Deed.
- (C) The parties now wish to document the terms of such assignment in this deed.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The following words and expressions in this deed shall have the meanings set opposite them:

"**Affiliate**" means an entity which directly or indirectly: controls, is controlled by or is under common control (including all such entities that are controlled by any such entity under common control) with a party hereto, where "control" means the power to control the composition of the board of directors of the relevant party (whether by contract, corporate law or other means), or the possession of more than half of the voting equity share capital of the relevant party, or the ability to consolidate such company's financial statements with those of such party in accordance with generally accepted accounting principles;

"**Assigned Rights**" means all of the Intellectual Property Rights worldwide owned by GMM as at date of this deed;

"**Assignment**" has the meaning given to it in clause 2;

"**Group**" means in relation to a party to this Agreement, that party and all Affiliates of such party;

"**Intellectual Property Rights**" means all common law and statutory rights in, arising out of, or associated with: (i) patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) Technology; (iii) copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto; (iv) domain names and uniform resource locators; (v) industrial designs; (vi) trade names, logos, common law trademarks and service marks, and related goodwill; (vii) all rights in databases and data collections; (viii) all moral and economic

rights of authors and inventors, however denominated; and (ix) any similar or equivalent rights to any of the foregoing (as applicable);

"Power of Attorney" has the meaning given to it in clause 6.2; and

"Technology" means any and all technology, materials, or information, including without limitation inventions (whether patentable or not), improvements, trade secrets, proprietary information, know how, ideas, concepts, discoveries, developments, software and firmware (such as, for example, computer programs, applications, libraries, routines, utilities, functions and components), tools, algorithms, processes, techniques, data, databases, analyses, models, prototypes, specifications, designs, interfaces, circuits, layouts, documentation and records, databases and data collections, invention disclosures, technical data and customer lists, product designs, business plans, product roadmaps, works of authorship (whether copyrightable or not), and documentation relating to any of the foregoing.

- 1.2 Paragraph headings shall not affect the interpretation of this deed.
- 1.3 Words in the singular shall include the plural and vice versa.
- 1.4 A reference to a clause shall be a reference to a clause of or to this deed;
- 1.5 A reference to time in this deed is a reference to London time.

2 ASSIGNMENT

GMM hereby assigns to King, absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this deed (the **"Assignment"**).

3 CONSIDERATION

Consideration for the Assignment shall be USD 1, receipt of which is hereby acknowledged.

4 WARRANTIES

GMM warrants that:

- 4.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- 4.1.2 it has not licensed or assigned any of the Assigned Rights;
- 4.1.3 it is unaware of any infringement or likely infringement of any of the Assigned Rights; and
- 4.1.4 so far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights.

5 INDEMNITY

- 5.1 GMM shall indemnify and hold King harmless against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by King arising out of or in connection with any breach by GMM of the warranties in clause 3 above.
- 5.2 Subject to clause 6.4 below, this indemnity shall apply whether or not King has been negligent or at fault.
- 5.3 If a payment due from GMM under this clause is subject to tax (whether by way of direct assessment or withholding at its source), King shall be entitled to receive from GMM such amounts as shall ensure that the net receipt, after tax, to King in respect of the payment is the same as it would have been were the payment not subject to tax.

6 FURTHER ASSURANCE

- 6.1 GMM shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which King requests to vest in King the full benefit of the right, title and interest assigned to King under this deed, including:
- 6.1.1 registration of King as applicant or (as applicable) proprietor of the Assigned Rights; and
- 6.1.2 assisting King in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against King against or by any third party relating to the Assigned Rights.
- 6.2 GMM irrevocably appoints King to be its attorney in its name and on its behalf to execute documents, use the name of GMM and do all things which are necessary or desirable for King to obtain for itself or its nominee the full benefit of this deed (the "**Power of Attorney**"). A certificate in writing, signed by any director or the secretary of King or any person appointed in accordance with clause 6.4.3, that any instrument or act falls within the authority conferred by this deed shall be conclusive evidence that such is the case so far as any third party is concerned.
- 6.3 This Power of Attorney is irrevocable as long as any of the obligations of GMM under this deed remain undischarged.
- 6.4 Without prejudice to clause 6.2, the attorney may, in any way it thinks fit and in the name and on behalf of GMM:
- 6.4.1 take any action that this deed requires GMM to take;
- 6.4.2 exercise any rights which this deed gives to GMM; and
- 6.4.3 appoint and remove one or more substitute attorneys with full power as the attorney of GMM on terms that the attorney thinks fit.
- 6.5 GMM must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause 6.

7 GENERAL

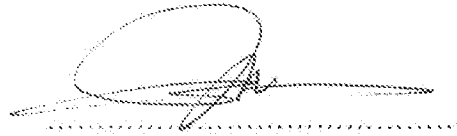
- 7.1 Either party may terminate this deed by giving six months' written notice to the other party.
- 7.2 This deed shall be governed by English law.
- 7.3 The parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.
- 7.4 This deed contains the entire agreement and understanding between the parties and supersede any and all prior agreements and arrangements.
- 7.5 No variation of any of the terms of this deed shall be effective unless made in writing and signed by or on behalf of each party.
- 7.6 If any provision of this deed is held to be illegal, invalid or unenforceable in whole or in part, this deed shall continue to be valid as to its other provisions and the remainder of the affected provisions.
- 7.7 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original copy of this deed, but all of which when taken together shall constitute one and the same deed.

The parties have shown their acceptance of the terms of this deed by their execution thereof.


Executed by **GAMESMADEME PTE. LTD.** acting
by

Marius McKeon, a Director, in

the presence of:


.....
Director

Signature of witness:



Name of witness: Carmen McKeon

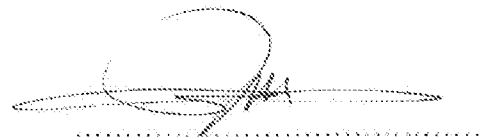
Address of witness: Naxxar Gardens, 4, Holly, Apt
9, Triq il-Markiz Censu Depiro, Naxxar NXR1132,
Malta

Occupation of witness: Homemaker

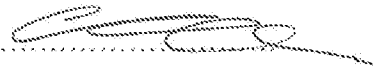
Executed by **KING.COM LIMITED** acting by

Marius McKeon, a Director, in

the presence of:


.....
Director

Signature of witness:



Name of witness: Carmen McKeon

Address of witness: Naxxar Gardens, 4, Holly, Apt
9, Triq il-Markiz Censu Depiro, Naxxar NXR1132,
Malta

Occupation of witness: Homemaker