

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Forest Games GmbH		08/18/2017	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
RECEIVING PARTY DATA			
Name:	THQ Nordic AB		
Street Address:	ÄLVGATAN 1		
City:	KARLSTAD		
State/Country:	SWEDEN		
Postal Code:	652 25		
Entity Type:	Corporation: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4730116	GIANA SISTERS	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	N0547.20082US00		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		
DATE SIGNED:	03/26/2021		
Total Attachments: 4			
source=N0547.20082US00 - Assignment from Back Forest to THQ Nordic AB#page1.tif			
source=N0547.20082US00 - Assignment from Back Forest to THQ Nordic AB#page2.tif			
source=N0547.20082US00 - Assignment from Back Forest to THQ Nordic AB#page3.tif			

OP \$40.00 4730116

**INTELLECTUAL PROPERTY
PURCHASE & SALE AGREEMENT**

THIS PURCHASE & SALE AGREEMENT (this "Agreement") is made and entered into as of 18/09/17 (the "Effective Date"), by and between:

THQ NORDIC AB (the "Purchaser"), a Swedish corporation with its principal place of business located at Älvgatan 1, SE-652 25 Karlstad, Sweden, registered under the number 556582-6558 at the Swedish Companies Registration Office, represented by Lars Wingefors.

and

BLACK FOREST GAMES GMBH ("Seller"), a German corporation with its principal place of business located at Maria-und-Georg-Dietrich-Straße 2, DE-77652 Offenburg, Germany, registered under the number HRB 708729 at the register court AG Freiburg, Germany.

RECITALS

WHEREAS, on the terms and conditions set forth in this Agreement, Seller desires to sell and assign to Purchaser, and Purchaser desires to purchase and assume from Seller, all of Seller's right, title and interest in all of the Intellectual Property Rights, and any other rights Seller may have in the Franchise (as defined below); and

WHEREAS, the parties hereto acknowledge and agree that the Purchase Price constitutes fair consideration and reasonably equivalent value for Seller's rights, title and interest in and to the Franchise and the Intellectual Property Rights therein owned by Seller;

NOW, THEREFORE, subject to the mutual covenants and promises contained herein, and for payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

AGREEMENT

1. Definitions.

- 1.1. "Intellectual Property Rights" means any and all copyright rights (including, but not limited to, rights in audiovisual works and moral rights), trademark rights (and rights to goodwill appurtenant thereto), trade dress rights, merchandising and distribution rights, and proprietary rights available in any jurisdiction throughout the world, and all renewals and extensions thereof.
- 1.2. "Assets" means the assets, including, but not limited to products, copyrights, patent rights, trademarks, domain names, contracts, which are expressly listed in Schedule 1.2 hereto. Any source codes, raw data of graphic assets, documentation, software licenses, back story, scenes, art, sound, trademark(s), text, game-specific user documentation, concept, storyline, settings, puzzles, rules game play, characters, environment, structure, plot, look and feel, vehicles, weapons, gadgets, locations, and other similar elements in tangible and intangible form and any Intellectual Property Rights therein, including without limitation the title and

Schedule 1.5

ASSIGNMENT OF TRADEMARKS

This Assignment of trademarks (the "Assignment") is executed, acknowledged and delivered by Black Forest Games GmbH, a German corporation, with principle offices located at Maria-und-Georg-Dietrich-Straße 2, DE-77652 Offenburg, Germany (hereinafter collectively referred to as "Assignor") to THQ Nordic AB, a Swedish corporation with its principal place of business at Älvgatan 1, SE-652 25 Karlstad, Sweden ("Assignee").

WHEREAS, Assignor is willing to assign to Assignee certain trademark and name in Schedule 1 below (the "Marks"); and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in, to and under the Marks and the goodwill with which they are associated and which is symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Assignor as related to the Marks and symbolized thereby, free and clear of all liens; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns (actual or deemed) or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that it shall itself from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to render effective this assignment and vest in Assignee beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

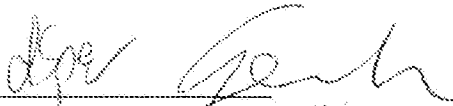
Assignor hereby represents and warrants to Assignee that it has complete right, title and interest in, to and under the Marks, and all portions thereof, as registered including without limitation, all goodwill applicable thereto, free and clear of any liens or encumbrances.

This Assignment shall be binding upon Assignor and its successors and assigns (actual or deemed) and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns (actual or deemed). Assignee shall have the right to assign this Assignment at its sole discretion.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this _____ day of August 2017.

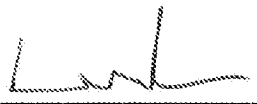
ASSIGNOR:

BLACK FOREST GAMES GMBH

By: 
Print Name: ANDRE STEIL ADRIAN GOERSCH
Title: Managing Director

ASSIGNEE:

THQ NORDIC AB

By: 
Print Name: CEO LARS MINKÖ
Title: CEO