

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644726

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marketing Instincts Inc.		03/26/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Razer (Asia-Pacific) Pte. Ltd.		
<b>Street Address:</b>	514 Chai Chee Lane #07-05		
<b>City:</b>	Singapore		
<b>State/Country:</b>	SINGAPORE		
<b>Postal Code:</b>	469029		
<b>Entity Type:</b>	Corporation: SINGAPORE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87330493	PEEL. PRESS. PERFECT.	
<b>Serial Number:</b>	87755748	PEEL. PRESS. PLAY.	
<b>Serial Number:</b>	88297832	GADGET BADGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023187707		
<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>	2022516920		
<b>Email:</b>	tm@potomaclaw.com		
<b>Correspondent Name:</b>	Julia Anne Matheson		
<b>Address Line 1:</b>	1300 Pennsylvania Avenue, NW		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Julia Anne Matheson		
<b>SIGNATURE:</b>	/Julia Anne Matheson/		
<b>DATE SIGNED:</b>	05/06/2021		
<b>Total Attachments: 7</b>			
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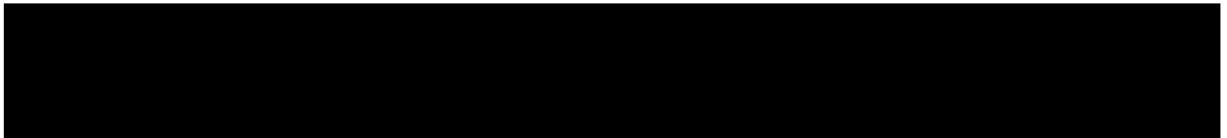
## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of March 26, 2021, is made by MARKETING INSTINCTS INC. (also known as "Marketing Instincts Inc. dba Controller Gear"), a California corporation ("**Seller**") is made in favor of RAZER (ASIA-PACIFIC) PTE. LTD., a Singapore company ("**Transferee**") , pursuant to that certain ASSET PURCHASE AGREEMENT between RAZER USA LTD., a Delaware corporation ("**Buyer**") and Seller, dated as of January 22, 2021 (the "**Asset Purchase Agreement**"). Buyer and Seller are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties.**" Unless otherwise defined herein, all capitalized terms shall have the meanings set forth under the Asset Purchase Agreement.

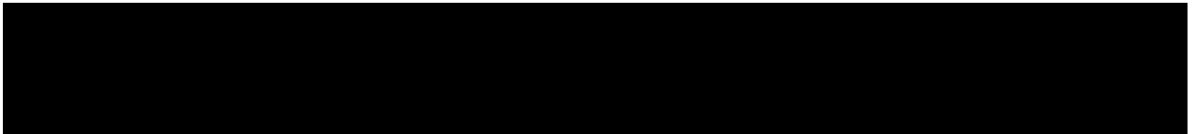
WHEREAS, under the terms of the Asset Purchase Agreement, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer or its Related Persons, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Transferee, as Buyer's designated Related Person, and Transferee hereby accepts, all of Seller's right, title, and interest worldwide in and to the following (the "**Assigned IP**"):



(b) the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin set forth in Schedule 1 attached hereto, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing;



(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Purchase Price. In consideration for the assignment and transfer of the Assigned IP, and the rights and release granted by the Seller hereunder, the Transferee shall, upon the Effective Date pay to the Seller the Consideration in accordance with Clause 2.7(b)(i) of the Asset Purchase Agreement (the “**Purchase Price**”) which the Parties have agreed is fair and reasonable and equal to the fair market value of the Property on the date of transfer. Subject to the Asset Purchase Agreement, no consideration other than as set forth in this IP Assignment shall be payable by, or required of, the Seller for the assignment to, or use by, the Transferee of the Assigned IP or the rights and release granted by the Seller hereunder.

3. Electronic Transmission. Seller and Transferee agree that any Intellectual Property and Intellectual Property documentation that can be transmitted to Transferee by electronic transmission shall be delivered to Transferee by electronic transmission to hardware specified by Transferee. Seller may electronically deliver, or cause to be electronically delivered, Remotely Transferable Assets by ftp transfer, other means of remote telecommunications, or by direct installation on Transferee’s hardware (i.e., “load and leave”). Seller shall not deliver, and Transferee will not accept the delivery of, any Remotely Transferable Assets on any tangible medium. In the event any tangible Acquired Asset is inadvertently transferred to Transferee together with any Remotely Transferable Asset, (i) such tangible asset shall be returned to Seller, (ii) the Remotely Transferable Assets thereon shall be removed by Seller, (iii) Seller shall transfer such tangible Acquired Asset back to Transferee without such Remotely Transferable Assets and (iv) Transferee shall irretrievably remove such Remotely Transferable Assets that were originally acquired on a tangible medium from Transferee’s computers or other electronic media. Seller and Transferee shall, and shall cause their Related Persons to, cooperate fully with each other and take all commercially reasonable steps to document the electronic delivery or installation of such Remotely Transferable Assets.

4. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Transferee. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Transferee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Transferee, or any assignee or successor thereto.

5. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law; Arbitration. All matters relating to the interpretation, construction, validity and enforcement of this IP Assignment shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of California. The Parties agree that any dispute arising out of or in connection with this IP Assignment shall be resolved solely and exclusively by confidential binding arbitration at JAMS in Orange County, California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures applicable at the time of the commencement of the arbitration (the “**JAMS Rules**”) and heard before one arbitrator. The Parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties agree that the prevailing Party, to the extent determined by the arbitrator, shall be reimbursed by the other Party for its reasonable attorneys’ fees and other costs and expenses incurred with the investigation, preparation, and prosecution of the arbitration.

[SIGNATURE PAGE FOLLOWS]

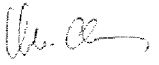
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

MARKETING INSTINCTS INC.

By: \_\_\_\_\_  
Name:  
Title:  
Address for Notices:

AGREED TO AND ACCEPTED:

RAZER (ASIA-PACIFIC) PTE. LTD.

By:  \_\_\_\_\_  
Name: Alvin Cheung  
Title: Senior Vice President, Peripherals  
Address for Notices: 514 Chai Chee Lane #07-05  
469029

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

MARKETING INSTINCTS INC.

DocuSigned by:  
*Jon Buller*  
By: \_\_\_\_\_  
Name: Jonathan Buller  
Title: Vice President  
Address for Notices:  
22943 Banbury Court  
Murrieta, CA 92562

AGREED TO AND ACCEPTED:

RAZER (ASIA-PACIFIC) PTE. LTD.

By: \_\_\_\_\_  
Name:  
Title:  
Address for Notices:

**SCHEDULE 1**  
**ASSIGNED INTELLECTUAL PROPERTY ASSETS**

**TRADEMARK**  
**REEL: 007282 FRAME: 0749**

**Marks**

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>International Classes</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Registration Date</b>	<b>Registration No.</b>
Peel. Press. Perfect.	United States	Live	IC 016	February 9, 2017	87330493	September 26, 2017	5295535
Peel. Press. Play.	United States	Live	IC 016	January 15, 2018	87755748	August 14, 2018	5540914
Gadget Badge	United States	Live	IC 016	February 12, 2019	88297832	September 3, 2019	5850188



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