

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jon Buller		03/26/2021	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Razer (Asia-Pacific) Pte. Ltd.		
Street Address:	514 Chai Chee Lane #07-05		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	469029		
Entity Type:	Corporation: SINGAPORE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86341645	CONTROLLER GEAR	
Serial Number:	87453013	CONTROLLER GEAR SKINS - STICK 'EM ON!	
Serial Number:	86422238	STAND VICTORIOUS	
Serial Number:	88332791	STICK'EM ON!	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2022516920		
Email:	tm@potomaclaw.com		
Correspondent Name:	Julia Anne Matheson		
Address Line 1:	1300 Pennsylvania Avenue, NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Julia Anne Matheson		
SIGNATURE:	/Julia Anne Matheson/		
DATE SIGNED:	05/06/2021		
Total Attachments: 8			
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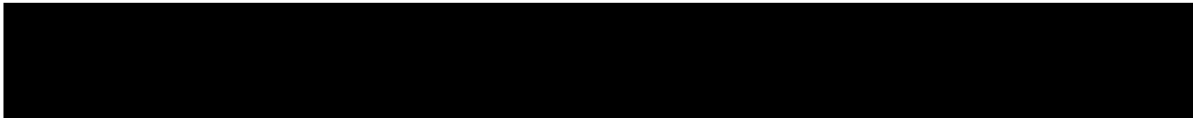
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT


This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of March 26, 2021, is made by Jonathan Blake Buller (also known as Jon Buller) ("**Assignor**") 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 Marketing Instincts, Inc., a California corporation ("**Marketing Instincts**"), dated as of January 22, 2021 (the "**Asset Purchase Agreement**"). Buyer and Assignor 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.

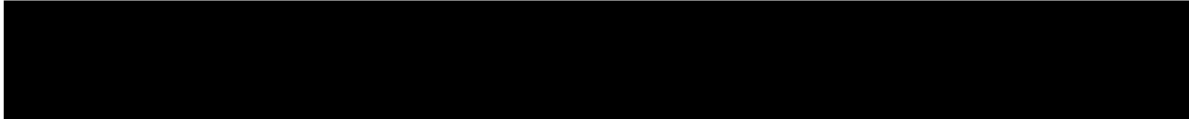
WHEREAS, Assignor holds certain intellectual property of Marketing Instincts in trust for Marketing Instincts;

WHEREAS, under the terms of the Asset Purchase Agreement, Marketing Instincts has agreed to sell, assign, transfer, convey and deliver to Buyer or its Related Persons, among other assets, certain intellectual property of Marketing Instincts, and has agreed to cause Assignor 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, Assignor hereby irrevocably conveys, transfers, and assigns to Transferee, as Buyer's designated Related Person, and Transferee hereby accepts, all of Assignor'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 Assignor 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 Assignor hereunder, the Transferee shall, upon the Effective Date pay to Marketing Instincts 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 Assignor for the assignment to, or use by, the Transferee of the Assigned IP or the rights and release granted by the Assignor hereunder.

3. Electronic Transmission. Assignor 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. Assignor 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”). Assignor 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 Assignor, (ii) the Remotely Transferable Assets thereon shall be removed by Assignor, (iii) Assignor 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. Assignor 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. Assignor 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, Assignor 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 Assignor 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, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

Jonathan Blake Buller

By: _____

Name:

Address for Notices:

AGREED TO AND ACCEPTED:

RAZER (ASIA-PACIFIC) PTE. LTD.

By:  _____

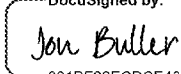
Name: Alvin Cheung

Title: Senior Vice President, Peripherals

Address for Notices: 514 Chai Chee Lane, #07-05, Singapore 469029

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

Jonathan Blake Buller

DocuSigned by:

By: _____
Name: Jonathan Buller
Address for Notices:
22943 Banbury Court
Murrieta, CA 92562

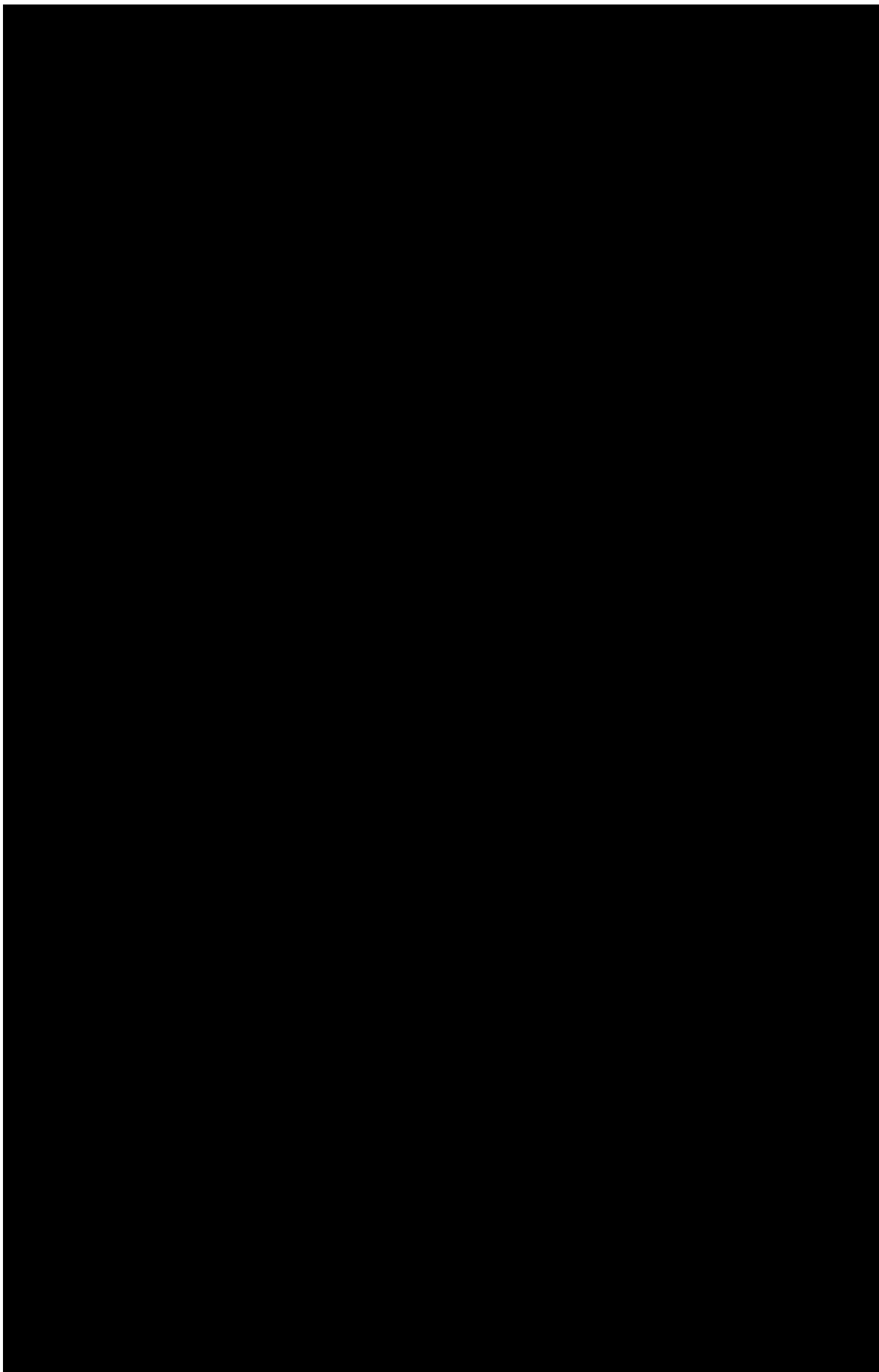
AGREED TO AND ACCEPTED:

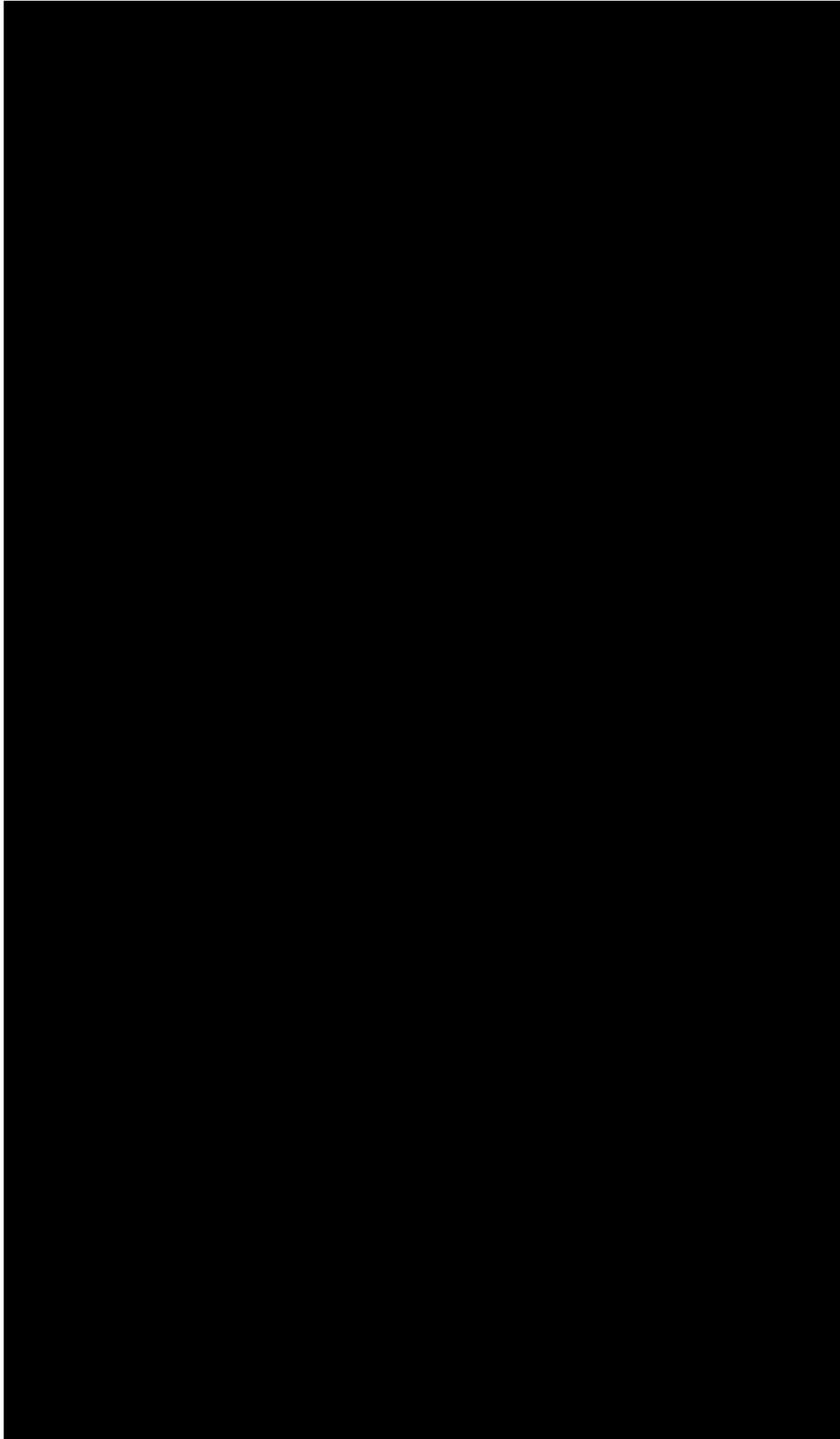
RAZER (ASIA-PACIFIC) PTE. LTD.

By: _____
Name:
Title:
Address for Notices:

SCHEDULE 1


ASSIGNED INTELLECTUAL PROPERTY ASSETS





TRADEMARK
REEL: 007282 FRAME: 0786

Marks

Mark	Country	Status	International Classes	Filing Date	Serial No.	Registration Date	Registration No.
 controller gear	United States	Live	IC 028	July 18, 2014	86341645	April 7, 2015	4715251
Controller Gear Skins - Stick 'Em On!	United States	Live	IC 009	May 17, 2017	87453013	January 2, 2018	5368829
STAND VICTORIOUS	United States	Live	IC 028	October 13, 2014	86422238	March 3, 2015	4696086
Stick 'Em On!	United States	Live	IC 028	March 9, 2019	88332791	September 24, 2019	5867428

