

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMBRACER GROUP AB		06/30/2021	Aktiebolag: SWEDEN
RECEIVING PARTY DATA			
Name:	Koch Media GmbH		
Street Address:	Gewerbegebiet 1		
City:	Höfen		
State/Country:	AUSTRIA		
Postal Code:	A-6604		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): AUSTRIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4599208	PAINKILLER	
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		
DOMESTIC REPRESENTATIVE			
Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		
DATE SIGNED:	07/06/2021		

OP \$40.00 4599208

Total Attachments: 7

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KOCH MEDIA

Intellectual Property Assignment

Intercompany Agreement

An AGREEMENT effective as of 30th of June 2021.

BETWEEN

THQ Nordic AB, which has been renamed to Embracer Group AB (publ)
Älvgatan 1, SE-652 Karlstad
Sweden

(hereinafter called "Assignor")

and

Koch Media GmbH
Gewerbegebiet 1
A-6604 Höfen
Austria

(hereinafter called "Assignee") of the other part.

WITNESSETH:

WHEREAS, Assignor is the creator and owner of all rights, titles, and interests in certain intellectual property and know-how relating to the Project included as part of this Agreement (see Schedule A).

WHEREAS, Assignor is willing to assign such property to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereby agree as follows.

ARTICLE I ASSIGNMENT

Intellectual Property Assignment. The Assignor hereby assigns to the Company, its successors and assigns, and Company hereby accepts such assignment, the entire right, title and interest in the trademark "**Painkiller**" (see attached Schedule A "assigned Trademark") and to any

and all rights to the Interactive Computer Game with the title **"Painkiller" that may exist in the property of Assignor as of the date hereof (effective date)**: (a) Intellectual Property (as defined below) relating to the Assignor (b) any and all Intellectual Property Rights claiming or covering such Intellectual Property and (c) any and all causes of action that may have accrued to the undersigned in connection with such Intellectual Property and/or Intellectual Property Rights.

If such assignment is not allowed under the applicable law, then the Assignor grants to Company an irrevocable, sub-licensable, exclusive free license to use all of Assignor's Intellectual Property worldwide in perpetuity without any restriction and Company shall be the sole beneficiary of such license.

ARTICLE II DEFINITIONS

1. Intellectual Property Definition. "Intellectual Property" means any and all intellectual property and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship.

2. Intellectual Property Rights Definition. "Intellectual Property Rights" means, collectively, all rights in trade secret rights, copyrights, trademarks, service marks, trade dress and similar rights of any type under the laws of any governmental authority, including without limitation, all applications and registrations relating to the foregoing, however with the exception of any and all registered patents of Voxler.

ARTICLE III Assurances, Representations and Covenants

The Assignee agrees to execute any and all papers and documents, and take such other actions as are reasonably requested by the Assignee, to evidence, perfect, defend the foregoing assignment and fully implement the Company's proprietary rights in the subject matter assigned hereunder, such as obtaining and enforcing copyrights or trademarks and to fully cooperate in the prosecution, enforcement and defense of such proprietary rights.

The Assignee further agrees that if the Assignee is unable, for any reason, to secure signatures to apply for or to pursue any application for any patent, copyright, trademark or other proprietary right covering any Intellectual Property assigned to the Assignee above, then the Assignee hereby irrevocably designates and appoints the Assignee its duly authorized officers

and agents as the Assignee's agent and attorney-in-fact, to act for and in the Assignee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks and other registrations thereon with the same legal force and effect as if executed by the Assignee.

Representations and Warranties. The Assignor represents and warrants that (i) the Assignor is the owner of the entire right, title and interest in and to the Intellectual Property, (ii) the Assignor has the sole right and authority to enter into this Agreement and grant the rights hereunder, (iii) the Assignee has not previously granted any rights or licenses in the Intellectual Property, (iv) the Assignee does not own or have the right to license any other Intellectual Property that is related to the conduct of the Assignee's business, (v) the Assignor is not obligated under any consulting agreement, employment agreement, or other agreement or obligation that conflicts with, or would prevent the Assignor from fully performing the Assignor's obligations under, this Agreement and the Assignor shall not enter into any such agreement or obligation during the period of the Assignor's employment by the Assignee; (vi) there is no action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to the Assignor, involving the Assignor's prior employment, the Assignor's prior work for third parties as an independent contractor, or the Assignor's use of any information or Inventions of any former employer or third party; and (c) the performance of the Assignor's duties under this Agreement and the Assignor's duties with the Assignee will not breach, or constitute a default under, any agreement to which the Assignor bound, including any agreement limiting the use or disclosure of proprietary information acquired prior to the Assignor's employment with the Assignee.

ARTICLE IV Miscellaneous

Notices. Any and all notices, elections, offers, acceptances, and demands permitted or required to be made under this Agreement shall be in writing, signed by the person giving such notice, election, offer, acceptance, or demand and shall be delivered personally, or sent by registered or certified mail, to the party, at its address on file with the other party or at such other address as may be supplied in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election, offer, acceptance, or demand.

Force Majeure. If the performance of any part of this Agreement by either party, or of any obligation under this Agreement, is prevented, restricted, interfered with or delayed by reason of any cause beyond the reasonable control of the party liable to perform, unless conclusive evidence to the contrary is provided, the party so affected shall, on giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the affected party shall use its reasonable best efforts to avoid or remove such causes of nonperformance and shall continue performance with the utmost dispatch whenever such causes are removed. When such circumstances arise, the parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties, Affiliates, their respective successors, successors in title, and assigns, and each party agrees, on behalf of it, its Affiliates, successors, successors in title, and assigns, to execute any instruments that may be necessary or appropriate to carry out and execute the purpose and intentions of this Agreement and hereby authorizes and directs its Affiliates, successors, successors in title, and assigns to execute any and all such instruments. Each and every successor in interest to any party or Affiliate, whether such successor acquires such interest by way of gift, devise, assignment, purchase, conveyance, pledge, hypothecation, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. The rights of the parties, Affiliates, and their successors in interest, as among themselves and shall be governed by the terms of this Agreement, and the right of any party, Affiliate, or successor in interest to assign, sell, or otherwise transfer or deal with its interests under this Agreement shall be subject to the limitations and restrictions of this Agreement.

Amendment. No change, modification, or amendment of this Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party or parties against whom the same is sought to be enforced.

Remedies Cumulative. The remedies of the parties under this Agreement are cumulative and shall not exclude any other remedies to which the party may be lawfully entitled.

Further Assurances. Each party hereby covenants and agrees that it shall execute and deliver such deeds and other documents as may be required to implement any of the provisions of this Agreement.

No Waiver. The failure of any party to insist on strict performance of a covenant hereunder or of any obligation hereunder shall not be a waiver of such party's right to demand strict compliance therewith in the future, nor shall the same be construed as a breach of this Agreement.

Integration. This Agreement constitutes the full and complete agreement of the parties.

Captions. Titles or captions of articles and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

Number and Gender. Whenever required by the context, the singular number shall include the plural, the plural number shall include the singular, and the gender of any pronoun shall include all genders.

Counterparts. This Agreement may be executed in multiple copies, each of which shall for all purposes constitute an Agreement, binding on the parties, and each partner hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Sweden. The exclusive place of jurisdiction for any possible disputes arising out of this agreement shall be Innsbruck

Computation of Time. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall on a Saturday, Sunday, or any public or legal holiday, whether local or national, the person having such privilege or duty shall have until 5:00 p.m. on the next succeeding business day to exercise such privilege, or to discharge such duty.

Severability. In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

Costs and Expenses. Unless otherwise provided in this Agreement, each party shall bear all fees and expenses incurred in performing its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above by their duly authorized officers.

For and on behalf of
Embracer Group AB

Former THQ Nordic AB

Date juli 5, 2021

DocuSigned by:
Lars Wingefors
Lars Wingefors
its Managing Director
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DocuSigned by:
Erik Stenberg
Erik Stenberg
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Erik Stenberg
its Managing Director

For and on behalf of

Koch Media GmbH

Date Juni 30, 2021

DocuSigned by:
Reinhard Gratl
Dr. Reinhard Gratl
its Managing Director
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DocuSigned by:
Klemens Kundratitz
Klemens Kundratitz
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Dr. Klemens Kundratitz
its Managing Director

SHORT FORM TRADEMARK ASSIGNMENT

This short form trademark assignment is subject to all terms and conditions of that certain Intellectual Property Assignment Intercompany Agreement effective as of 30th of June, 2021, by and between

THQ Nordic AB, which has been renamed to **Embracer Group AB** (publ)
Älvgatan 1, SE-652 Karlstad, Sweden
(hereinafter called "Assignor")

and

Koch Media GmbH, Gewerbegebiet 1, A-6604 Höfen, Austria
(hereinafter called "Assignee") of the other part.

The Parties intend that this short form trademark assignment is for recordation purposes only, and in the event of a conflict between this short form trademark assignment that the master agreement, the terms of the master agreement shall control.

For good and valuable consideration, the Assignor hereby assigns, grants, transfer and conveys to Assignee all of Assignor's right, title and interest of every kind and nature throughout the world in perpetuity in and to all of the goods and services covered thereby, set forth on **Schedule A** attached hereto and incorporated herein by this reference (the "Trademark"). Assignor's assignment, grant, transfer and conveyance of its rights in and to the Trademarks on a worldwide basis, which shall include, without limitation, all rights that may now or hereafter be vested anywhere in the world, together with all United States' and non-U.S. federal, state and common law registrations (if applicable), applications for registration and renewals and extensions thereof: all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any right in the Trademarks; and to settle and retain proceeds from any such actions).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above by their duly authorized officers.

For and on behalf of
Embracer Group AB
former THQ Nordic AB
Date July 5, 2021

DocuSigned by:
Lars Wingefors
693B049CD403454...

DocuSigned by:
Erik Stenberg
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For and on behalf of
Koch Media GmbH
Date Juni 30, 2021

DocuSigned by:
Reinhard Gratl
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DocuSigned by:
Klemens Kundratitz
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Schedule A: assigned Trademark Painkiller USA



PAINKILLER

Word Mark
Goods and
Service

PAINKILLER

IC 009. US 021 023 026 036 038. G & S: Entertainment and education computer game software, other than those that pertain to bicycles, for use on the personal computer or global computer network; entertainment and education computer game software, other than those that pertain to bicycles, that is downloadable supplied online from facilities provided on a global computer network, including web sites; interactive computer and video games, other than those that pertain to bicycles, recorded on CD-ROMs, DVDs, cartridges, pre-recorded and video cassettes; and dedicated entertainment video and computer game consoles for use with an external display screen or monitor and web consoles for entertainment gaming

(CANCELLED) IC 025. US 022 039. G & S: Clothing, namely, hats, coats, jackets, pajamas, pants, parkas, shirts, socks, sweaters and underwear; footwear, namely, slippers

IC 041. US 100 101 107. G & S: Entertainment and education computer game software services, namely, providing temporary use of non-downloadable electronic games that are unrelated to bicycles, the foregoing including such services provided via web sites

Serial Number

76579083

Filing Date

March 4, 2004

Registration

4599208

(REGISTRANT) Go-Game Outlet Aktiebolag AKTIEBOLOG SWEDEN Box 5083 SE 650 Sweden SWEDEN

(LAST LISTED OWNER) EMBRACER GROUP AB AKTIEBOLAG SWEDEN ÄLVGATAN 1 KARLSTAD SWEDEN 65225