

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM665140

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|---|--|-----------------------|---------------------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900624437 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ninja Theory Limited | | 06/04/2021 | Limited Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | Microsoft Corporation | | |
| Street Address: | One Microsoft Way | | |
| City: | Redmond | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98052 | | |
| Entity Type: | Corporation: WASHINGTON | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5484202 | HELLBLADES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 2164133838 | | |
| Email: | natalia.radic@dinsmore.com | | |
| Correspondent Name: | Natalia Radic | | |
| Address Line 1: | 1001 Lakeside Avenue East | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| NAME OF SUBMITTER: | April L Besl | | |
| SIGNATURE: | /april l besl/ | | |
| DATE SIGNED: | 08/05/2021 | | |
| Total Attachments: 3 | | | |
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 31st day of August, 2018, by and between Ninja Theory Limited, a United Kingdom limited company with an address of Building 5 Westbrook Centre, Suite 20, Milton Road Cambridge, Cambridgeshire CB4 1YG, England ("Assignor") on the one hand, and Microsoft Corporation, a Washington corporation with an address of One Microsoft Way, Redmond WA 98052 ("Assignee") on the other hand.

WHEREAS, the Assignor is the owner of the trademarks listed on the attached Schedule A, including the registrations and applications therefor, and all goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, the Assignor wishes to sell and assign, and Assignee wishes to purchase and assume, the Trademarks;

NOW, THEREFORE, for \$100 received by Assignor to Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in, to, and under the Trademarks, including all registrations and applications therefor, together with the goodwill associated therewith. This assignment is made in connection with the transfer of the business to which the Trademarks pertain.
2. The Assignor further grants to Assignee the right to recover damages and all other relief for all infringements of the Trademark that have occurred prior to the date of this Assignment with the right to sue for and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, free and clear of all liens, claims, charges, security interests, and other encumbrances.
3. Assignor will promptly do and perform, or cause to be done and performed, any further acts and things, and will execute and deliver all other agreements, certificates, instruments, and documents as Assignee may request in order to carry out the intent and accomplish the purpose of this Assignment and confirm, perfect, or record the rights transferred hereby.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

NINJA THEORY LIMITED

By: 

Name: Benjamin Orndorff

Title: Director

MICROSOFT CORPORATION

By: 

Name: Camillo Gatta

Title: Assistant Secretary

Schedule A

| Country | Mark Name | Application/Registration No. | Classes |
|----------------|---------------|------------------------------|------------------------|
| Australia | BLEEDING EDGE | 2003004 | 09, 41, 42 |
| Brazil | BLEEDING EDGE | 917115767 | 9 |
| Brazil | BLEEDING EDGE | 917115805 | 41 |
| Brazil | BLEEDING EDGE | 917115856 | 42 |
| Brazil | NINJA THEORY | 916055434 | 6 |
| Brazil | NINJA THEORY | 916055450 | 9 |
| Brazil | NINJA THEORY | 916055485 | 16 |
| Brazil | NINJA THEORY | 916055507 | 28 |
| Brazil | NINJA THEORY | 916055523 | 41 |
| Canada | BLEEDING EDGE | 1957123 | 09,41, 42 |
| Canada | HELLBLADE | 1904390 | 06, 09, 16, 25, 28, 41 |
| Canada | NINJA THEORY | 1924462 | 06, 09, 16, 28, 41 |
| China | BLEEDING EDGE | 37946043 | 9 |
| China | BLEEDING EDGE | 37946042 | 41 |
| China | BLEEDING EDGE | 37946041 | 42 |
| European Union | BLEEDING EDGE | 17885907 | 06, 09, 16, 25, 28, 41 |
| European Union | NINJA THEORY | 17885903 | 06, 09, 16, 28, 41 |
| European Union | FIGHTBACK | 11785581 | 09, 16, 25, 28, 41 |
| European Union | HELLBLADES | 8797904 | 09, 28, 38, 41 |
| Germany | HELLBLADES | 302009057525 | 09, 28, 38, 41 |
| Hong Kong | BLEEDING EDGE | 304890097 | 09, 41, 42 |
| Hong Kong | NINJA THEORY | 304694635 | 06, 09, 16, 28, 41 |
| India | BLEEDING EDGE | 4150623 | 09, 41, 42 |
| International | NINJA THEORY | 1415230 | 06, 09, 16, 25, 28, 41 |
| International | BLEEDING EDGE | 1414773 | 06, 09, 16, 25, 28, 41 |
| International | HELLBLADE | 1416160 | 06, 09, 16, 25, 28, 41 |

| Country | Mark Name | Application/Registration No. | Classes |
|--------------------|---------------|------------------------------|------------------------|
| Japan | BLEEDING EDGE | 2019052437 | 09, 41, 42 |
| Mexico | BLEEDING EDGE | 2203890 | 9 |
| Mexico | BLEEDING EDGE | 2203891 | 41 |
| Mexico | BLEEDING EDGE | 2203892 | 42 |
| Russian Federation | BLEEDING EDGE | 2019717166 | 09, 41, 42 |
| South Korea | BLEEDING EDGE | 4020190059103 | 09, 41, 42 |
| Taiwan | BLEEDING EDGE | 108022315 | 09, 41, 42 |
| Taiwan | NINJA THEORY | 107065805 | 06, 09, 16, 28, 41 |
| United Kingdom | BLEEDING EDGE | 3265100 | 06, 09, 16, 25, 28, 41 |
| United Kingdom | HELLBLADE | 3302722 | 06, 09, 16, 25, 28, 41 |
| United Kingdom | UPREZ | 3270078 | 06, 09, 16, 25, 28, 41 |
| United Kingdom | FIGHT BACK | 2653552 | 09, 16, 25, 28, 41 |
| United States | HELLBLADES | 5484202 | 09, 28, 38, 41 |