

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chair Entertainment Group, LLC		12/16/2021	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Epic Games, Inc.		
Street Address:	620 Crossroads Boulevard		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27518		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4068973	CHAIR	
Registration Number:	3794652	SHADOW COMPLEX	
Registration Number:	3638828	UNDERTOW	
Registration Number:	3638830	UNDERTOW	
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:	9198280564		
Email:	trademarks@parkerpoe.com		
Correspondent Name:	Christopher M. Thomas		
Address Line 1:	301 Fayetteville Street, Suite 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	29945-00001		
NAME OF SUBMITTER:	Christopher M. Thomas		
SIGNATURE:	/CMT/		
DATE SIGNED:	01/04/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “**Trademark Assignment**”), dated as of December 16, 2021, is made by Chair Entertainment Group, LLC, a Utah limited liability company (“**Assignor**”), in favor of Epic Games, Inc., a Maryland corporation (“**Assignee**”).

WHEREAS, under the terms of the Assignment Agreement, dated as of December 16, 2021 (as amended, supplemented or otherwise modified from time to time, the “**Assignment Agreement**”), by and between Assignor and Assignee, Assignor has conveyed, transferred, and assigned to Assignor, among other assets, certain intellectual property of Assignor; and

WHEREAS, Assignor and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties hereto 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 Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) 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;

(c) 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

(d) 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. Recordation and Further Actions. Assignor hereby authorizes 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 Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s

reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Assignment Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Assignment Agreement. In the event of any conflict or inconsistency between the terms of the Assignment Agreement and the terms hereof, the terms of the Assignment Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

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

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

CHAIR ENTERTAINMENT GROUP, LLC

By: Brian Boyle
Name: Brian Boyle
Title: Vice President

EPIC GAMES, INC.

By: Randy Gelber
Name: Randy Gelber
Title: Chief Financial Officer

SCHEDULE 1
Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
CHAIR (Stylized)	United States of America	4,068,973	Dec 13 2011
SHADOW COMPLEX	Canada	TMA811,633	Nov 14 2011
SHADOW COMPLEX	United States of America	3794652	May 25 2010
UNDERTOW	United States of America	3,638,828	Jun 16 2009
UNDERTOW (Stylized)	United States of America	3,638,830	Jun 16 2009