

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706045

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|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900665999 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|----------------------------|
| BILLION SOFT (HONG KONG) LIMITED | | 11/01/2021 | Limited Company: HONG KONG |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | GT Interactive LLC |
| Street Address: | 17038 Evergreen Place |
| City: | City of Industry |
| State/Country: | CALIFORNIA |
| Postal Code: | 91745 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------|----------|----------------------|
| Serial Number: | 86656171 | ACCOLADE |
| Serial Number: | 87019997 | BLOODNET |
| Serial Number: | 87672312 | BUBSY |
| Serial Number: | 74550441 | GT |
| Serial Number: | 86924688 | GT |
| Serial Number: | 76518059 | SHADOW OPS |
| Serial Number: | 87672310 | TYCOON CITY |
| Serial Number: | 77262414 | TYCOON CITY NEW YORK |
| Serial Number: | 85163329 | UNDERGARDEN |

CORRESPONDENCE DATA

Fax Number:

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.

Email: eperrott@gerbenlawfirm.com

Correspondent Name: Eric Perrott, Esq.

Address Line 1: 1050 Connecticut Ave. NW

Address Line 2: Suite 500

Address Line 4: Washington, D.C. 20036

| | |
|---|---------------------------------------|
| NAME OF SUBMITTER: | Sophie Edbrooke., Authorized Attorney |
| SIGNATURE: | /Sophie Edbrooke/ |
| DATE SIGNED: | 02/02/2022 |
| Total Attachments: 10 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif source=assignment#page7.tif source=assignment#page8.tif source=assignment#page9.tif source=assignment#page10.tif | |

Trademark Assignment

This trademark assignment is between BILLION SOFT (HONG KONG) LIMITED, a(n) Hong Kong Corporation (the "Assignor") and GT INTERACTIVE LLC, a(n) Delaware Limited Liability Company (the "Assignee").

The Assignor is the owner of certain intellectual property rights, including the trademarks listed on Exhibit A, and all goodwill of any business connected to or symbolized by those (collectively, the "Trademarks").

The Assignor wishes to sell to the Assignee all of its interest in the Trademarks.

The parties therefore agree as follows:

1. ASSIGNMENT OF TRADEMARKS.

The Assignor hereby sells its entire and exclusive interest in:

- (a) the Trademarks;
- (b) the registrations of and applications for registrations of each Trademark;
- (c) the goodwill of any business connected with or symbolized by each Trademark;
- (d) income, royalties, and damages payable to the Assignor and related to the Trademarks, including payments for past or future infringements or misappropriations of the Trademarks; and
- (e) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.

2. PAYMENT.

As consideration for the assignment of the Trademarks and the Assignor's representations, the Assignee shall pay the Assignor \$1,000,000.00, to be paid within 30 days of the effective date of this assignment.

3. RECORDATION.

In order to record this assignment with the United States Patent and Trademark Office, within 48 hours of

the effective date of this assignment, the parties shall sign the form of trademark assignment agreement attached as **Exhibit B**. The Assignee is solely responsible for filing the assignment and paying any associated fees of the transfer.

4. NO EARLY ASSIGNMENT.

The Assignee may not assign or otherwise encumber its interest in the Trademarks or any associated trademark registrations until it has made the payment in subsection (a) to the Assignor. Any assignment or encumbrance contrary to this provision shall be void.

5. ASSIGNOR'S REPRESENTATIONS.

The Assignor hereby represents to the Assignee that it:

- (a) is the sole owner of all interest in the Trademarks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered the Trademarks, or agreed to do any of these;
- (c) has full power and authority to enter into this assignment and make the assignment in section 1;
- (d) is not aware of any violation, infringement, or misappropriation, or claim of any of these, of any third party's rights by the Trademarks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this assignment;
- (f) was not acting within the scope of employment of a third party when conceiving, creating, or otherwise performing any activity related to, the Trademarks.

The Assignor shall immediately notify the Assignee if any facts or circumstances arise that would make any of these representations inaccurate.

6. ADDITIONAL DOCUMENTS.

On request, the Assignor shall:

(a) provide the Assignee with a complete copy of all documentation (in any format) relating to the Trademarks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights as granted under this assignment; and

(b) execute and deliver to the Assignee any additional papers, including any separate assignments of the Trademarks, and perform all lawful acts necessary to record the assignment in the United States and throughout the world.

7. INDEMNIFICATION.

(a) If a Trademark infringes on a third party's United States trademark or trade secret, the Assignor shall indemnify the Assignee against that claim, if all of the following are true:

(1) the Assignee promptly notifies the Assignor of that claim;

(2) the Assignor controls the defense and settlement of that claim;

(3) the Assignee cooperates fully with the Assignor in connection with the Assignor's defense and settlement of that claim; and

(4) if requested by the Assignor, the Assignee stops all sales, distribution, and public use of the infringing Trademarks.

(b) If the Assignee is enjoined from further use of an infringing Trademark or if the Assignee stops using any Trademark pursuant to the Assignor's request (as described in (a)(4) above), the Assignor shall, at its own expense and option:

(1) obtain the right for the Assignee to continue to use the infringing Trademark;

(2) modify the infringing Trademark to eliminate the infringement (if possible);

(3) provide a substitute noninfringing Trademark to the Assignee under this assignment (if possible); or

(4) refund the amounts paid to the Assignee under this assignment for the infringing Trademark, on terms and conditions agreeable to the parties.

(c) The Assignor will have no other obligations or liability if infringement occurs, and will have no other obligation to indemnify the Assignee in case of infringement. The Assignor will not be liable for any expenses incurred without its prior written authorization and will have no obligation to indemnify the Assignee if the infringement is based on: (1) any modified form of the Trademarks not made by the Assignor or (2) the laws of any country other than the United States of America or its states.

8. GOVERNING LAW.

(a) **Choice of Law.** The laws of the state of Delaware govern this agreement (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Delaware.

9. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) **Counterparts.** The parties may execute this assignment in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) **Electronic Signatures.** This assignment, agreements ancillary to this assignment, and related documents entered into in connection with this assignment are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

10. SEVERABILITY.

If any one or more of the provisions contained in this assignment is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this assignment, but this assignment will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would

result in such a material change so as to cause completion of the transactions contemplated by this assignment to be unreasonable.

11. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this assignment shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this assignment: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Assignor:

Cubie Lam
15/F, 100 Queen's Road
Central, Hong Kong

cubie.lam@stiwealth.com

If to the Assignee:

Jonathan Wan
17038 Evergreen Place
City Of Industry, California 91745

jwan@gtinteractive.com

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

12. WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this assignment will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

13. HEADINGS.

The descriptive headings of the sections and subsections of this assignment are for convenience only, and do not affect this assignment's construction or interpretation.

14. EFFECTIVENESS.

This assignment will become effective when all parties have signed it. The date this assignment is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this assignment.

15. NECESSARY ACTS; FURTHER ASSURANCES.


Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this assignment contemplates or to evidence or carry out the intent and purposes of this assignment.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

BILLION SOFT (HONG KONG) LIMITED

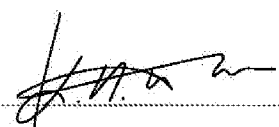
Date: 1 November, 2021

By:  _____

Name: Sun Tat Clement Tung
Title: Director

GT INTERACTIVE LLC

Date: Nov 1, 2021

By:  _____

Name: Jonathan Wan
Title: CEO

EXHIBIT A**LIST OF TRADEMARKS**

| USA TRADEMARK | REGISTRATION NUMBER | DATE OF REGISTRATION |
|----------------------|---------------------|----------------------|
| Accolade | 86656171 | 01/12/2016 |
| Bloodnet | 87019997 | 10/11/2016 |
| Bubsy | 87672312 | 05/29/2018 |
| GT Design | 74550441 | 10/22/1996 |
| GT | 86924688 | 10/04/2016 |
| Shadow Ops | 76518059 | 01/27/2004 |
| Tycoon City | 87672310 | 05/29/2018 |
| Tycoon City New York | 77262414 | 04/29/2008 |
| Undergarden | 85163329 | 09/06/2011 |

| CANADIAN TRADEMARK | REGISTRATION NUMBER | DATE OF REGISTRATION |
|-------------------------|---------------------|----------------------|
| Accolade | TMA467921 | 12/19/1996 |
| Hot Pixel | TMA761597 | 03/12/2010 |
| Bubsy | TMA457288 | 05/17/1996 |
| GT Design | TMA465122 | 10/25/1996 |
| Animal-Fanciful Design | TMA442097 | 04/21/1995 |
| Sport Accolade & Design | TMA467943 | 12/19/1996 |
| Super Link | TMA442853 | 05/12/1995 |

EXHIBIT B

FORM OF RECORDABLE TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, BILLION SOFT (HONG KONG) LIMITED, a(n) Hong Kong Corporation (the "Assignor") hereby assigns to GT INTERACTIVE LLC, a(n) Delaware Limited Liability Company (the "Assignee") all of the Assignor's interest in the trademarks, including the appurtenant goodwill associated with those trademark registrations and applications identified in Attachment A, and the Assignee accepts this assignment.

Each party is signing this agreement on the date stated opposite that party's signature.

Date: 1 November, 2021

BILLION SOFT (HONG KONG) LIMITED

By: 

Name: Sun Tat Clement Tung

Title: Director

Date: Nov 1, 2021

GT INTERACTIVE LLC

By: 

Name: Jonathan Wan

Title: CEO

ATTACHMENT A [TO EXHIBIT B]

INTELLECTUAL PROPERTY

| USA TRADEMARK | REGISTRATION NUMBER | DATE OF REGISTRATION |
|----------------------|---------------------|----------------------|
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| Bubsy | 87672312 | 05/29/2018 |
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| GT | 86924688 | 10/04/2016 |
| Shadow Ops | 76518059 | 01/27/2004 |
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