

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PALM BEACH STUDIOS		01/08/2019	Private Limited Liability Company: BELGIUM
Franck SAUER		01/08/2019	INDIVIDUAL: BELGIUM
Yann ROBERT		01/08/2019	INDIVIDUAL: FRANCE
RECEIVING PARTY DATA			
Name:	THQ Nordic AB		
Street Address:	Älvgatan 1		
City:	Karlstad		
State/Country:	SWEDEN		
Postal Code:	652 25		
Entity Type:	Corporation: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5211736	OUTCAST	
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		
ATTORNEY DOCKET NUMBER:	N0547.20083US00		
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		

OP \$40.00 5211736

NAME OF SUBMITTER:	Douglas R. Wolf
SIGNATURE:	/drw/
DATE SIGNED:	01/05/2022
Total Attachments: 4 source=N0547.20083US00 - Assignment (Purchase Agreement)#page1.tif source=N0547.20083US00 - Assignment (Purchase Agreement)#page2.tif source=N0547.20083US00 - Assignment (Purchase Agreement)#page3.tif source=N0547.20083US00 - Assignment (Purchase Agreement)#page4.tif	

**INTELLECTUAL PROPERTY
PURCHASE & SALE AGREEMENT**

THIS PURCHASE & SALE AGREEMENT (this "Agreement") is made and entered into as of January 8, 2019 (the "Effective Date"), by and between:

THQ NORDIC AB (the "Purchaser"), a Swedish corporation with its principal place of business located at Älvgatan 1, SE-652 25 Karlstad, Sweden, registered under the number 556582-6558 at the Swedish Companies Registration Office, represented by Erik Stenberg and/or Lars Wingefors.

and

PALM BEACH STUDIOS SPRL, a Belgian corporation with its principal place of business located at 10 rue des Pommiers, B6110 Montigny le Tilleul, Belgium, registered on the Charleroi Trade, Company Registry No 0899697764, represented by Mr Yves GROLET

and

Mr Yann **ROBERT**, located at 43 B avenue de la Pépinière, 44380 Pornichet, France

and

Mr Franck **SAUER**, located at 4 Chemin du Gerbier, B5100 WEPION, Belgique,

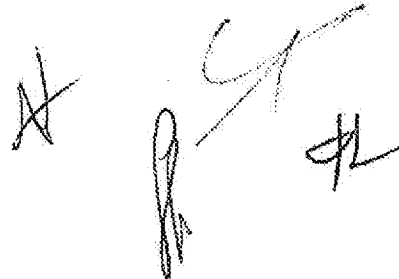
(collectively referred to as the "Sellers").

RECITALS

WHEREAS, on the terms and conditions set forth in this Agreement, Sellers desires to sell and assign to Purchaser, and Purchaser desires to purchase and assume from Sellers, all of Sellers' right, title and interest in all of the Intellectual Property Rights, and any other rights Sellers may have in the Franchise (as defined below); and

WHEREAS, the parties hereto acknowledge and agree that the Purchase Price constitutes fair consideration and reasonably equivalent value for Sellers' rights, title and interest in and to the Franchise and the Intellectual Property Rights therein owned by Sellers;

NOW, THEREFORE, subject to the mutual covenants and promises contained herein, and for payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.



Schedule 3

ASSIGNMENT OF TRADEMARKS

This Assignment of trademarks (the "Assignment") is executed, acknowledged and delivered by

PALM BEACH STUDIOS SPRL, a Belgian corporation with its principal place of business located at 10 rue des Pommiers, B6110 Montigny le Tillicul, Belgium, registered on the Charleroi Trade , Company Registry No 899 697 764, represented by Mr Yves GROLET

and

Mr Yann ROBERT, located at 43 B avenue de la Pépinière, 44380 Pornichet, France

and

Mr Franck SAUER, located at 7 Chemin du Gerbier, B5100 WEPION, Belgique,

collectively referred to as the "Assignor",

to THQ Nordic AB, a Swedish corporation with its principal place of business at Älvgatan 1, SE-652 25 Karlstad, Sweden ("Assignee").

WHEREAS, Assignor is willing to assign to Assignee certain trademark and name in Schedule 1 below (the "Marks"); and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in, to and under the Marks and the goodwill with which they are associated and which is symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Assignor as related to the Marks and symbolized thereby, free and clear of all liens; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns (actual or deemed) or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that it shall itself from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to render effective this assignment and vest in



Assignee beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

Assignor hereby represents and warrants to Assignee that the Marks are validly registered and that the Assignor has not assigned such Marks to any third party, including without limitation, all goodwill applicable thereto, free and clear of any liens or encumbrances. Assignor does not represent or warrant that there are no third party rights that may be of older priority than the respective Marks nor that the Marks will be fully valid throughout their registration period. However, until today the Assignor guarantees that according to his knowledge no claims of third parties have been put forward against the Assignor with regard to an alleged trademark infringement because of the use and/or registration of the Marks.

This Assignment shall be binding upon Assignor and its successors and assigns (actual or deemed) and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns (actual or deemed). Assignee shall have the right to assign this Assignment at its sole discretion.

This Assignment is entered into pursuant to and is subject to all of the terms of the Purchase Agreement, and nothing herein shall be deemed to modify any of the representations, warranties, covenants and obligations of the parties thereunder. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this 17 day of december 2018.

ASSIGNOR:

PALM BEACH STUDIOS SPRL

By:

Print Name: Yves Grolet

Title: CEO

Mr Yann ROBERT



ASSIGNEE:

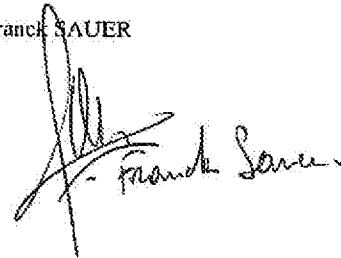
THQ NORDIC AB

By:

Print Name: Erik Steinar

Title: CEO

Mr Francis SAUER



Schedule 3: the "Marks":

Outcast

French brand

Registration number: 98753619

Class: 9, 16, 25, 28, 38, 41

Outcast

International brand for UK, Benelux, Germany

Registration number: 724113

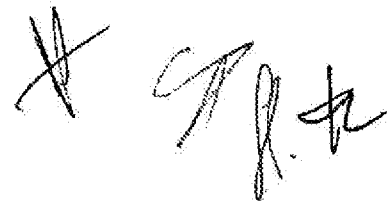
Class: 9, 28, 38

Outcast

USA brand

Registration number: 5211736

Class: 9, 28, 41

Handwritten signature or initials in black ink, appearing to be 'S. R. H.' with a large 'H' on the left.