

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hothead Games Inc.		09/29/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Deca Live Operations GmbH		
Street Address:	Unter den Linden 21		
City:	Berlin		
State/Country:	GERMANY		
Postal Code:	10117		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6044886	HERO HUNTERS	
Registration Number:	5590531	KILL SHOT	
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:	D0907.20013US00		
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		

OP \$65.00 6044886

SIGNATURE:	/drw/
DATE SIGNED:	01/27/2022
Total Attachments: 8 source=D0907 - Redacted Purchase Agreement from Hothead to Deca Live#page1.tif source=D0907 - Redacted Purchase Agreement from Hothead to Deca Live#page2.tif source=D0907 - Redacted Purchase Agreement from Hothead to Deca Live#page3.tif source=D0907 - Redacted Purchase Agreement from Hothead to Deca Live#page4.tif source=D0907 - Redacted Purchase Agreement from Hothead to Deca Live#page5.tif source=D0907 - Redacted Purchase Agreement from Hothead to Deca Live#page6.tif source=D0907 - Redacted Purchase Agreement from Hothead to Deca Live#page7.tif source=D0907 - Redacted Purchase Agreement from Hothead to Deca Live#page8.tif	

**ASSET PURCHASE AGREEMENT
BY AND BETWEEN
DECA LIVE OPERATIONS GMBH
AND
HOTHEAD GAMES INC.**

DATED AS OF SEPTEMBER 29, 2021

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), is made and entered into as of September 29, 2021, between Deca Live Operations GmbH, a German limited liability company (*Gesellschaft mit beschränkter Haftung*) (including its successors and assigns, “**Purchaser**”) and Hothead Games Inc., a corporation existing under the laws of the Province of British Columbia (“**Seller**”). Each of the parties hereto is referred to herein individually as a “**Party**,” and collectively as the “**Parties**”.

RECITALS

- A. Seller is a company that carries on the business of developing, publishing, and marketing of computer games and video games designed for use on smartphone, tablet devices and computers and other services.
- B. Seller has developed free-to-play mobile games entitled “Kill Shot Bravo” and “Hero Hunters” (the “**Games**”).
- C. Seller wishes to transfer, free and clear of all Liens to Purchaser or its designee all the Transferred Assets (as defined in Section 2.1(a)), in exchange for the consideration set forth below.
- D. As an inducement to the willingness of the Parties to enter into this Agreement, the Parties have agreed to enter into a License Agreement in the form set forth in **Exhibit A**, to be effective immediately after the Closing, pursuant to which (i) Seller has agreed to license certain Intellectual Property Rights that have been utilized in the Games to Purchaser and (ii) Purchaser has agreed to license certain Intellectual Property Rights that have been acquired pursuant to this Agreement to Seller (the “**License Agreement**”).

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 Capitalized Terms.

For purposes of this Agreement, the following terms shall have the following respective meanings:

(a) “**Action**” means any claim, demand, litigation, arbitration, inquiry, audit, notice of assessment, notice of reassessment, court action or proceeding, cause of action, lawsuit, regulatory proceeding, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity.

(b) “**Affiliate**” means any Person that directly or indirectly controls, is controlled by, or is under common control with, another Person. For the purposes of this definition, a Person “controls” another Person if that Person directly or indirectly possesses the power to direct or cause the direction of the management and policies of that other Person, whether through the ownership of securities, by contract or by any other means, and “controlled by” and “under common control with” have corresponding meanings.

[REDACTED]

ARTICLE 2
TRANSFER OF ASSETS

2.1 Transfer of Assets.

(a) Transferred Assets. Effective as of the Closing, Seller, on behalf of itself and its subsidiaries, hereby irrevocably and perpetually transfers to Purchaser, free and clear of all Liens, all of Seller's and its subsidiaries' right, title and interest in, to and under the following assets (collectively, the "Transferred Assets"):

■ [REDACTED]

(ii) all Transferred IPR, including the right to register, prosecute, maintain or record any such Intellectual Property Rights with any Governmental Entity and the right to all past and future income, royalties, damages and payments due with respect to such Intellectual Property Rights, including rights to damages and payments for past, present or future infringement or misappropriation thereof, as well as all goodwill associated therewith;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.6 Intellectual Property, Personal Data, Privacy.

[REDACTED]

[REDACTED]

[REDACTED]

(d) Schedule 3.6(d) lists (i) all Registered IP included in the Transferred IPR ("Transferred Registered IP"), (ii) any actions that must be taken by Seller within ninety (90) days of the Closing Date with respect to any of the foregoing, and (iii) any proceedings or actions before any court or tribunal (including the Canadian Intellectual Property Office or equivalent Governmental Entity anywhere in the world) to which Seller is or was a party relating to any of the Transferred Registered IP. All Transferred Registered IP is subsisting and unexpired, and valid and enforceable. No event has occurred or circumstance exists that could render any of the Transferred Registered IP invalid or unenforceable.

[REDACTED]

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Agreement as of the date first written above.

DECA LIVE OPERATIONS GMBH

By:
Name: Kenneth Go
Title: Chief Executive Officer

HOTHEAD GAMES INC.

DocuSigned by:

By: A8DB665B6309455...
Name: Ian Wilkinson
Title: Chief Executive Officer

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

TRADEMARK
REEL: 007570 FRAME: 0552

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Agreement as of the date first written above.

DECA LIVE OPERATIONS GMBH

By:


Name: Sandra Pfahler

Title: Managing Director

HOTHEAD GAMES INC.

By:

Name: Ian Wilkinson

Title: Chief Executive Officer

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

SCHEDULE 1.1(xxx)

TRANSFERRED IPR

A) US Trademark Registrations

- US Trademark Registration Number 6044886, registered on 5 May 2020 for HERO HUNTERS
- US Trademark Registratino Number 5590531, registered on 23 October 2018, for KILL SHOT

B) Canadian Trademark Registrations

- █ [REDACTED]
- █ [REDACTED]

C) European Community Trademark Registrations

- █ [REDACTED]
- █ [REDACTED]

D) United Kingdom Trademark Registrations

- █ [REDACTED]
- █ [REDACTED]

E) Chinese Trademark Registrations

- █ [REDACTED]
- █ [REDACTED]

F) Other Transferred IPR

- █ [REDACTED]

SCHEDULE 3.6(d)

TRANSFERRED REGISTERED IP

A) US Issued Trademarks

- US Trademark number 87771206, registered on 5 May 2020, Hero Hunters
- US Trademark number 86456582, registered on 23 October 2018, Kill Shot Bravo

B) Canadian Issued Trademarks

- █ [REDACTED]
- █ [REDACTED]

C) European Issued Trademarks

- █ [REDACTED]
- █ [REDACTED]