

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM713139

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Big Potato Limited		12/20/2021	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Big Potato Holdings Limited		
<b>Street Address:</b>	21 New Walk		
<b>City:</b>	Leicester		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	LE1 6TE		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86872851	BIG POTATO	
<b>Serial Number:</b>	87102274	MR. LISTER'S QUIZ SHOOTOUT	
<b>Serial Number:</b>	87102306	BUCKET OF DOOM	
<b>Serial Number:</b>	87102320	SCRAWL	
<b>Serial Number:</b>	87701860	THE CHAMELEON	
<b>Serial Number:</b>	87790507	CLICKBAIT	
<b>Serial Number:</b>	87790511	30 SECOND HEROES	
<b>Serial Number:</b>	87790516	WEIRD THINGS HUMANS SEARCH FOR	
<b>Serial Number:</b>	87951158	COLOURBRAIN	
<b>Serial Number:</b>	88079923	CINCO LINKO	
<b>Serial Number:</b>	88287510	GOAT ON A BOAT	
<b>Serial Number:</b>	88287515	DON'T GET GOT	
<b>Serial Number:</b>	88287521	DINO DUMP	
<b>Serial Number:</b>	88308080	SOUNDS OF TIME	
<b>Serial Number:</b>	88344750	20 SECOND SHOWDOWN	
<b>Serial Number:</b>	88344782	CHICKEN VS HOT DOG	
<b>Serial Number:</b>	88344805	HEAD HACKERS	
<b>Serial Number:</b>	88344821	WHAT CAME FIRST	
<b>Serial Number:</b>	88375721	BIG POTATO GAMES	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Serial Number:	88628004	THE MUDDLES
Serial Number:	88636577	CAN OF SQUIRMS
Serial Number:	88636741	HERD MENTALITY
Serial Number:	88845247	SKETCHY TALES
Serial Number:	90573145	ZILLIONAIRES
Serial Number:	90629852	THREE WISE WORDS

**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.*

**Phone:** 857-287-3180

**Email:** timothy.hiebert@wbd-us.com

**Correspondent Name:** Timothy H. Hiebert

**Address Line 1:** 470 Atlantic Ave

**Address Line 4:** Boston, MASSACHUSETTS 02210-2228

<b>ATTORNEY DOCKET NUMBER:</b>	110150.0001.9
<b>NAME OF SUBMITTER:</b>	Timothy H. Hiebert
<b>SIGNATURE:</b>	/thh/
<b>DATE SIGNED:</b>	03/09/2022

**Total Attachments: 15**

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## **Intra-group assignment of intellectual property rights**

between

- (1) Big Potato Limited
- (2) Big Potato Holdings Limited

Dated 20 December 2021

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**This Agreement** is made on 20 December 2021

**Between:**

- (1) **Big Potato Limited** (company number: 09107013) incorporated and registered in the United Kingdom (the "**Assignor**"); and
- (2) **Big Potato Holdings Limited** (company number: 13669613) incorporated and registered in the United Kingdom (the "**Assignee**").

**Background:**

- (A) The Assignor is the proprietor of certain Intellectual Property Rights, as defined below, in the Business, as defined below.
- (B) The Assignor and the Assignee are members of the same Group.
- (C) By the Main Agreement, the Assignor wishes to assign to the Assignee the Assigned Rights on the terms set out in this agreement.

**Agreed terms**

1. **Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following definitions apply:

**"Assigned Rights"** the Patents and Trade Marks.

**"Business"** means the business carried on by the Assignee worldwide.

**"Business Day"** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**"Group"** means the Licensee, the Licensor and any person who is from time to time a holding company of the Licensee and/or the Licensor or a subsidiary of the Licensee and/or Licensor or such holding company (the terms "**holding company**" and "**subsidiary**" being as defined in section 1159 of the Companies Act 2006)

**"Intellectual Property Rights"** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

20 December 2021

**"Main Agreement"** the asset purchase agreement dated \_\_\_\_\_ between the Assignor and the Assignee.

**"Patents"** the patents and patent applications, short particulars of which are set out in Schedule 1, including all patents that may be granted pursuant to any such applications, as well as all patents that may derive priority from or have equivalent claims to or be based on the patents and patent applications set out in Schedule 1 in any country in the world.

**"Trade Marks"** the trade marks listed in Schedule 2, including applications and registrations for such, short particulars of which are set out therein.

**"VAT"** value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes:
  - (i) any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it; and
  - (ii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;
- (c) a reference to:
  - (i) any party includes its successors in title and permitted assigns; and
  - (ii) a party, clause and schedule is to a party to, a clause of and a schedule to this Agreement;
- (d) the words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words;
- (e) if there is any conflict or inconsistency between any clause of this Agreement and any schedule to this Agreement, the clause shall prevail; and
- (f) the table of contents and headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

## 2. **Assignment**

2.1 Pursuant to and for the consideration set out in the Main Agreement and for the further consideration of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and Trade Marks;
- (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend or appeal proceedings, claims or actions, and obtain relief and to retain any damages recovered, in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights, whether occurring before, on, or after the date of this agreement.

## 3. **VAT**

3.1 All payments made by the Assignor to the Assignee for the transfer of the Assigned Rights under this Agreement are exclusive of VAT. If VAT is chargeable in connection with the transfer of the Assigned Rights under this agreement, the Assignee shall pay the Assignor the amount of that VAT on receipt of the relevant VAT invoice.

## 4. **Moral rights**

On or before the date of this agreement, the Assignor shall provide the Assignee with written absolute waivers from all authors of the Assigned Rights in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Assigned Rights and, as far as is legally possible, any broadly equivalent rights those authors may have in any territory of the world.

5. **Further assurance**

At its own cost, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as are necessary for the purpose of giving full effect to this Agreement.

6. **Waiver**

No failure or delay by the Assignee to enforce or exercise any right or remedy under this Agreement or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

7. **Entire agreement**

7.1 This agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any prior agreements, representations, understandings or arrangements between them, whether written or oral, relating to its subject matter.

7.2 Each party acknowledges that:

- (a) upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not) except those expressly set out in this Agreement; and
- (b) the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for damages for breach of contract under this Agreement.

7.3 Nothing in this clause 7 shall limit or exclude any liability for fraud.

8. **Variation**

Except as expressly set out in this Agreement, no purported variation of this Agreement shall be valid unless it is in writing (which excludes email) and signed by or on behalf of each party.

9. **Severance**

9.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision (or part) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

9.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

10. **Counterparts**

10.1 This Agreement may be executed in any number of counterparts and by the parties in separate counterparts. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument

11. **Assignment and subcontracting**

11.1 The Assignor shall not without the written consent of the Assignee assign, transfer, mortgage, charge or deal in any other manner with any of its rights or obligations under this Agreement.

11.2 The Assignee may at any time and without the consent of the Assignor assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights or obligations under this Agreement, and with such of the Assigned Rights as it owns.

12. **Cumulative remedies**

12.1 Save as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law

13. **No partnership or agency**

13.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

14. **Third-party rights**

14.1 Unless expressly provided in this Agreement, no term of this Agreement is enforceable by any person who is not a party to it whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15. **Governing law and jurisdiction**

15.1 This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

**This Agreement** has been signed on the date appearing at the head of page 1.



**Schedule 1**  
**Patents**

<b>Application or publication number</b>	<b>Date of filing or registration</b>	<b>Description</b>
PCT/EP2020/052140	29.01.2020	TIMING DEVICE WITH AUDIBLE INDICATION
EP application no 20706099.7		TIMING DEVICE WITH AUDIBLE INDICATION
US application no 17/426181		TIMING DEVICE WITH AUDIBLE INDICATION
UK patent application no 1901212.9		TIMING DEVICE WITH AUDIBLE INDICATION

**Schedule 2**

## Registered trade marks and applications

<b>Mark</b>	<b>Picture Mark</b>	<b>Country/territory</b>	<b>Application number</b>
20 SECOND SHOWDOWN		Canada	1952021
20 SECOND SHOWDOWN		European Union	017998340
20 SECOND SHOWDOWN		United Kingdom	UK00917998340
20 SECOND SHOWDOWN		United States of America	88344750
30 SECOND HEROES		European Union	017738295
30 SECOND HEROES		United Kingdom	UK00917738295
30 SECOND HEROES		United States of America	87790511
BIG POTATO		Australia	1986271
BIG POTATO		Canada	1765127
BIG POTATO		European Union	015030414
BIG POTATO		New Zealand	1112658
BIG POTATO		Russian Federation	2019743325
BIG POTATO		South Africa	2018-34576
BIG POTATO		United Kingdom	UK00915030414
BIG POTATO		United Kingdom	UK00003364447
BIG POTATO		United Kingdom	UK00003354911
BIG POTATO		United States of America	86872851

BIG POTATO		WIPO	1446583
BIG POTATO GAMES		Canada	1955961
BIG POTATO GAMES		United Kingdom	UK00003390401
BIG POTATO GAMES		United States of America	88375721
BUCKET OF DOOM		Canada	1944272
Bucket of Doom		United Kingdom	UK00003070308
BUCKET OF DOOM		United States of America	87102306
CAN OF SQUIRMS		United Kingdom	UK00003427064
CAN OF SQUIRMS		United States of America	88636577
CHAMELEON		Canada	1944280
CHAMELEON		European Union	018005735
CHAMELEON		United Kingdom	UK00918005735
CHARM BRACELET		European Union	017738303
CHARM BRACELET		United Kingdom	UK00917738303
CHICKEN vs HOT DOG		United Kingdom	UK00003364452
CHICKEN VS HOT DOG		United States of America	88344782
CHICKEN VS HOTDOG		Canada	1952018
CINCO LINKO		Canada	1986457

CINCO LINKO		European Union	017942055
CINCO LINKO		United Kingdom	UK00917942055
CINCO LINKO		United Kingdom	UK00003331340
CINCO LINKO		United States of America	88079923
CLICKBAIT		Canada	1944284
CLICKBAIT		European Union	017738261
CLICKBAIT		United Kingdom	UK00917738261
CLICKBAIT		United States of America	87790507
COLOR FACTOR		Russian Federation	2019743327
Colourbrain		Australia	2052431
COLOURBRAIN		Canada	1944279
COLOURBRAIN		European Union	018005736
Colourbrain		New Zealand	1135113
COLOURBRAIN		United Kingdom	UK00918005736
Colourbrain		United Kingdom	UK00003246746
Colourbrain		United Kingdom	UK00003315251
COLOURBRAIN		United States of America	87951158
Colourbrain		WIPO	1499581
CURIOUS CREATURES		United Kingdom	UK00003364454
Dinkee Linkee		United Kingdom	UK00003042122
DINO DUMP		Canada	1944287
DINO DUMP		European Union	018005737
DINO DUMP		United Kingdom	UK00918005737
DINO DUMP		United Kingdom	UK00003354906

DINO DUMP		United States of America	88287521
DON'T GET GOT		Canada	1944286
DON'T GET GOT		European Union	018005738
DON'T GET GOT		United Kingdom	UK00918005738
DON'T GET GOT		United Kingdom	UK00003354904
DON'T GET GOT		United States of America	88287515
GOAT ON A BOAT		Canada	1944273
GOAT ON A BOAT		United Kingdom	UK00003354899
GOAT ON A BOAT		United States of America	88287510
HEAD HACKERS		Canada	1952024
HEAD HACKERS		United Kingdom	UK00003364456
HEAD HACKERS		United States of America	88344805
HERD MENTALITY		Canada	1987622
HERD MENTALITY		European Union	018130834
HERD MENTALITY		United Kingdom	UK00918130834
HERD MENTALITY		United Kingdom	UK00003432739
HERD MENTALITY		United States of America	88636741
MARS FOR SALE		United Kingdom	UK00003531759
MOOP		Australia	1590670
MOOP		Canada	1590670
MOOP		European Union	018410909
MOOP		New Zealand	1590670
MOOP		United Kingdom	UK00003603215
MOOP		United States of America	1590670


MOOP		WIPO	1590670
Mr Lister		European Union	015033947
Mr Lister		United Kingdom	UK00915033947
MR. LISTER'S QUIZ SHOOTOUT		United States of America	87102274
NICE BUNS		Australia	2160419
NICE BUNS		Canada	2089138
NICE BUNS		European Union	1578545
NICE BUNS		New Zealand	1172563
NICE BUNS		United Kingdom	UK00003531764
NICE BUNS		United States of America	79305549
NICE BUNS		WIPO	1578545
OBAMA LLAMA		United Kingdom	UK00003354888
OK Play		United Kingdom	UK00003174540
P FOR PIZZA		United Kingdom	UK00003475319
Qwordie		European Union	015033954
Qwordie		United Kingdom	UK00915033954
SANTA BANTER		United Kingdom	UK00003354894
Scrawl		United Kingdom	UK00003174537
SCRAWL		United States of America	87102320
SKETCHY STORIES		Canada	1986456
SKETCHY TALES		United States of America	88845247
SNAKESSS		Australia	
SNAKESSS		United Kingdom	UK00003551727
SNAKESSS		United States of America	1603024

SNAKESSS		WIPO	
SOUNDS OF TIME		Canada	1947075
SOUNDS OF TIME		European Union	018019950
SOUNDS OF TIME		United Kingdom	UK00918019950
SOUNDS OF TIME		United Kingdom	UK00003373545
SOUNDS OF TIME		United States of America	88308080
The Chameleon		United Kingdom	UK00003248189
THE CHAMELEON		United States of America	87701860
THE MUDDLES		Canada	1986459
THE MUDDLES		United Kingdom	UK00003386288
THE MUDDLES		United States of America	88628004
THREE WISE WORDS		United Kingdom	UK00003543587
THREE WISE WORDS		United States of America	90629852
WEIRD THINGS HUMANS SEARCH FOR		Canada	1944285
WEIRD THINGS HUMANS SEARCH FOR		European Union	017738337
WEIRD THINGS HUMANS SEARCH FOR		United Kingdom	UK00917738337
WEIRD THINGS HUMANS SEARCH FOR		United States of America	87790516
WHAT CAME FIRST		Canada	1952025
WHAT CAME FIRST		United Kingdom	UK00003364457
WHAT CAME FIRST		United States of America	88344821
WHAT NEXT		Australia	2160400
WHAT NEXT		Canada	2089140


WHAT NEXT		European Union	1578536
WHAT NEXT		New Zealand	1172518
WHAT NEXT		United Kingdom	UK00003531781
WHAT NEXT		United States of America	79305545
WHAT NEXT		WIPO	1578536
WHAT THE CLUCK		United Kingdom	UK00003475321
ZEUS ON A MOOSE		United Kingdom	UK00003354892
ZILLIONAIRES		United Kingdom	UK00003608248
ZILLIONAIRES		United States of America	90573145
Herdentier		Germany	302021106238



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for and on behalf of )  
**Big Potato Limited** )

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