

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rad Rodgers ApS		03/22/2017	Company: DENMARK
RECEIVING PARTY DATA			
Name:	THQ Nordic AB		
Street Address:	Älvgatan 1		
Internal Address:	SE 652 25		
City:	Karlstad		
State/Country:	SWEDEN		
Entity Type:	Corporation: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86596351	RAD RODGERS	
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:	6176468000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	N0547.20061US00		
NAME OF SUBMITTER:	Douglas R. Wolf		
SIGNATURE:	/drw/		
DATE SIGNED:	05/25/2022		
Total Attachments: 6			
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**INTELLECTUAL PROPERTY and ASSET
PURCHASE & SALE AGREEMENT**

THIS PURCHASE & SALE AGREEMENT (this "Agreement") is made and entered into as of 22/03 2017 (the "Effective Date") by and between:

THQ Nordic AB, a Swedish corporation with its principal place of business located at Älvgatan 1, SE-65225 Karlstad, Sweden (the "Purchaser"), represented by its CEO, Lars Wingefors,

and

Rad Rodgers ApS, a Danish company with its principal place of business located at Vestervang 9, 9600 Aars, Denmark (the "Seller"), represented by its CEO, Frederik Schreiber

RECITALS


WHEREAS, on the terms and conditions set forth in this Agreement, Seller desires to sell and assign to Purchaser, and Purchaser desires to purchase and assume from Seller, all of Seller's right, title and interest in all of the Intellectual Property Rights, and any other rights Seller 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 Seller's rights, title and interest in and to the Franchise and the Intellectual Property Rights therein owned by Seller;

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.

AGREEMENT

1. Definitions.
 - 1.1. "Intellectual Property Rights" means any and all copyright rights (including, but not limited to, rights in audiovisual works and moral rights), trademark rights (and rights to goodwill appurtenant thereto), trade dress rights, merchandising and distribution rights and any and all other rights of exploitation of the copyright, as well any proprietary rights available in any jurisdiction throughout the world, and all renewals and extensions thereof.
 - 1.2. "Assets" means any assets including, but not limited to, source code, raw data of graphic assets, documentation, software licenses etc. related to the Franchise.
 - 1.3. "Franchise" means the Intellectual Property Rights and all other statutory rights in and to the franchise universes set forth in Schedule 1.3 hereto, including without limitation, back story, scenes, art, sound, trademark(s), text, game-specific user documentation, concept, storyline,

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settings, puzzles, rules game play, characters, environment, structure, plot, look and feel, vehicles, weapons, gadgets, locations, and other similar elements in tangible and intangible form and any Intellectual Property Rights therein, including without limitation the title and social media channels or -sites.

1.4. "Trademarks" as defined in Schedule 2.2(i).

2. Assignments

2.1 Transfer of Assets. Seller hereby sells, transfers and assigns to Purchaser, and Purchaser hereby purchases and assumes from Seller any and all of Seller's Intellectual Property Rights and any other right, title and interest in and to, the Franchise, including the Trademarks, it being agreed that such sale, transfer and assignment is for every kind and nature of right, title and interest throughout the universe and in perpetuity. No right, title or interests of any kind in the Franchise are reserved by Seller.

2.2 Copyright and Trademark Assignment(s). Within five (5) days of mutual execution hereof, Seller will deliver in connection with the Franchise the assignments of and all originals of any copyright and trademark filings and originals of any correspondence to and from any intellectual property registration authority relevant to the Intellectual Property Rights. Contemporaneous with the execution of this Agreement, Seller shall cause a duly authorized officer of Seller to execute and deliver to Purchaser (i) the short-form trademark assignment set forth in Schedule 2.2(i) hereto, (ii) the short form copyright assignment set forth in Schedule 2.2(ii), as well as (iii) the acknowledgement letter to be printed on Seller's letterhead set forth in Schedule 2.2(iii) hereto, and to carry out all other acts necessary to transfer any Intellectual Property Rights acquired by Purchaser under this Agreement to Purchaser.

3. Consideration.

As full and complete consideration for Seller's sale, assignment, grant, transfer and conveyance of the foregoing rights to Purchaser, Purchaser shall, within five (5) business days of mutual execution hereof, but in no event prior and therefore subject to the delivery of source code, assets and other related data to the property, pay the purchase price of One EUR (EUR 1,-) (the "Purchase Price") by wire transfer to the Seller's bank account.

4. Representations and Warranties.

4.1. By Seller. Seller represents and warrants to Purchaser as follows:

4.1.1. Seller is a corporation validly existing and in good standing under the laws of The Netherlands. Seller has full corporate power and authority to execute and deliver this Agreement and all agreements and instruments ancillary hereto and to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and (assuming the due authorization, execution and delivery of this Agreement by Purchaser) constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

4.1.2. Seller's exploitation of the Franchise and the Intellectual Property Rights therein including the Trademarks does not infringe the proprietary rights of any third party;

4.1.3. Seller has all rights necessary to perform its obligations herein;

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been granted to Purchaser if Seller fails to grant its approval within five days after receipt of the Purchase Price.

The terms set forth in this agreement shall constitute the entire agreement of the parties with respect to the subject matter and supersede and cancel all prior and contemporaneous understandings and oral agreements. This Agreement may not be changed, modified, amended or supplemented, except in writing signed by authorized representatives of Purchaser and Seller.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have made and entered into this Agreement as of the date first indicated above.

THQ Nordic AB

By: 

Name: Lars Wingefors

Title: CEO

22/03/17

(date signed)

Rad Rodgers ApS

By: 

Name: Frederik Schreiber

Title: CEO

22/03/17

(date signed)

By: 

Name: Allan Rasmussen

Title: Chairman of the Board

24-3-2017

(date signed)

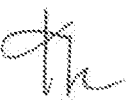
By: 

Name: Mike Nielsen

Title: Member of the Board

27. marts 2017

(date signed)

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Schedule 2.2(f)

ASSIGNMENT OF TRADEMARK

This Assignment of trademarks (the "Assignment") is executed, acknowledged and delivered by Rad Rodgers ApS, a Danish corporation with its principal place of business at Vestervang 9, 9600 Aars, Denmark (hereinafter referred to as "Assignor"), to THQ Nordic AB, a Swedish corporation with its principal place of business at Älvgatan 1, SE-65225 Karlstad, Sweden (hereinafter referred to as "Assignee").

WHEREAS, Assignor is willing to assign to Assignee all of Assignor's right, title and interest in certain trademarks and names set forth 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 (i) 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 and encumbrances; (ii) 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 (iii) to the extent assignable, 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, at Assignee's costs, 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 reasonably 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.

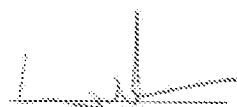
Assignor hereby represents and warrants to Assignee that it has complete right, title and interest in, to and under the Marks, and all portions thereof, throughout the world and in perpetuity including without limitation, all goodwill applicable thereto, free and clear of any liens or encumbrances.

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 to any third party at its sole discretion.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this _____ day of _____ 2017. Assignee: THQ Nordic AB, Assignor: Rad Rodgers ApS

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THQ Nordic AB

By: 


Name: Lars Wingefors

Title: CEO

22/03/17

(date signed)

Rad Rodgers ApS

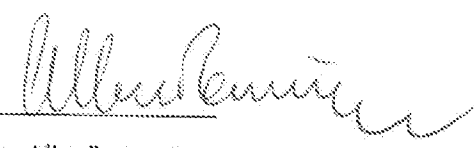
By: 

Name: Frederik Schreiber

Title: CEO

22/03/17

(date signed)

By: 

Name: Allan Rasmussen

Title: Chairman of the Board

24-3-2017

(date signed)


By: 

Name: Mike Nielsen

Title: Member of the Board

27. marts 2017

(date signed)

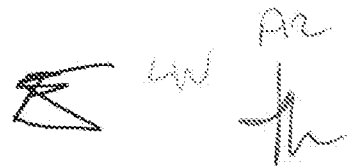
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Schedule I: the "Marks":

RAD RODGERS, U.S. Application Serial No. 86/596351

RAD RODGERS, U.S. Application Serial No. 86/596,354

RAD RODGERS, U.S. Application Serial No. 86/596,361

Handwritten signature and initials, including a stylized 'R' and 'AR'.