

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733889

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	06/02/2022		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midwinter Entertainment, Inc.		06/02/2022	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Behaviour Interactive Inc.		
<b>Street Address:</b>	500-6666 Saint-Urbain St.		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H2S 3H1		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6245727	MIDWINTER ENTERTAINMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(415) 693-2000		
<b>Email:</b>	myoung@cooley.com		
<b>Correspondent Name:</b>	Ariana G. Hiscott		
<b>Address Line 1:</b>	1299 Pennsylvania Ave NW		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	347329-101		
<b>NAME OF SUBMITTER:</b>	Ariana G. Hiscott		
<b>SIGNATURE:</b>	/Ariana G. Hiscott/		
<b>DATE SIGNED:</b>	06/10/2022		
<b>Total Attachments: 1</b>			
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**SCHEDULE B  
NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is effective as of June 2, 2022 by and between Midwinter Entertainment, Inc., a corporation organized under the laws of the State of Washington ("Assignor"), and Behaviour Interactive Inc., a corporation incorporated under the federal laws of Canada ("Assignee"), with reference to the following facts and circumstances:

WHEREAS, Assignor owns all right, title and interest in and to the MIDWINTER ENTERTAINMENT trademark, together with all applications and registrations therefor, including, without limitation, U.S. Reg. No. 6245727 (the "Trademark");

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated May 13, 2022, under which the Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademark.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademark. Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business associated therewith throughout the world and all common law and statutory right, title and interest in and to the Trademark, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Trademark, and all products, proceeds and revenues arising from or relating to any and all of the foregoing. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Trademark, and to secure in its own name the registrations granted thereon throughout the world. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, recordation and enforcement of Assignee's rights in and to the Trademark.

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date set forth below.

Midwinter Entertainment, Inc.

DocuSigned by:  
By: Herman Narula  
Name: Herman Narula  
Title: President  
Date: June 2, 2022