

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/01/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCUF Gaming International LLC		06/01/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Corsair Memory, Inc.		
Street Address:	47100 Bayside Parkway		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94538		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4981208	SCUF	
Registration Number:	4981209	S	
Registration Number:	4424429	SCUF	
Registration Number:	4420911	SCUF GAMING	
Registration Number:	4529158	S	
Registration Number:	5242030	SCUF INFINITY1	
Registration Number:	5242031	SCUF INFINITY 1	
Registration Number:	5956524	SAX	
Registration Number:	5840799	S1	
Registration Number:	5909281	S2	
Registration Number:	5915822	SCUF VANTAGE	
Registration Number:	5892292	VANTAGE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	robert.dulaney@corsair.com		
Correspondent Name:	Robert Dulaney		

OP \$315.00 4981208

Address Line 1: 47100 Bayside Parkway
Address Line 4: Fremont, CALIFORNIA 94538

NAME OF SUBMITTER: Robert Dulaney

SIGNATURE: /Robert Dulaney/

DATE SIGNED: 06/21/2022

Total Attachments: 4

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**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION AND
FOREIGN LIMITED LIABILITY COMPANY**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Corsair Memory, Inc.
_____, a Delaware Corporation, and the name of the
limited liability company being merged into this surviving corporation is SCUF
Gaming International, L.L.C. a (*list jurisdiction*) Georgia limited
liability company.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is Corsair Memory Inc.
_____.

FOURTH: The merger is to become effective on June 1, 2022.

FIFTH: The Agreement of Merger is on file at 47100 Bayside Parkway,
Fremont, Ca 94538,
the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 1st day of June, A.D., 2022.

By: 
Authorized Officer

Name: Michael G. Potter
Print or Type

Title: Director

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 1, 2022, is made by and between Corsair Memory, Inc., a Delaware corporation (the "Company"), and SCUF Gaming International, L.L.C., a Georgia Limited Liability Company (the "Merging Entity"), for the purpose of setting out the time and manner in which the merger of the Merging Entity with and into the Company will be effected (the "Merger").

I. TERMS AND CONDITIONS

1.01. Merger; Surviving Corporation. At the Effective Time (as defined below), (a) the Merging Entity will merge with and into the Company, (b) the separate existence of the Merging Entity will cease to exist, and (c) the Company, as the surviving corporation (the "Surviving Entity"), will continue to exist.

1.02. Effective Time. The Merger will become effective upon the filing of a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware or at such other time as is specified in the Certificate of Merger. The time when the Merger will become effective is referred to as the "Effective Time."

1.03. Effect of Merger. At the Effective Time, the effect of the Merger will be as provided by this Agreement and the applicable provisions of the Delaware General Corporation Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all property, rights, privileges and other assets of the Merging Entity will be transferred to, vest in and devolve upon the Surviving Entity without further act or deed, and all property, rights and every other interest of the Merging Entity will be the property of the Surviving Entity.

1.04. Certificate of Incorporation. The Certificate of Incorporation of the Company in effect immediately prior to the Effective Time will continue in full force and effect following the Effective Time as the Certificate of Incorporation of the Surviving Entity.

1.05. Bylaws. The bylaws of the Company (the "Bylaws") in effect immediately prior to the Effective Time will continue in full force and effect following the Effective Time as the Bylaws of the Surviving Entity.

1.06. Directors and Officers of Surviving Entity. The directors and officers of the Company immediately prior to the Effective Time will be the directors and officers of the Surviving Entity for their respective terms of office and until their successors are elected or appointed and qualified in accordance with applicable law.

1.07. Effect of the Merger. At the Effective Time, all of the issued and outstanding shares of common stock of the Merging Entity will be cancelled and retired and cease to exist.

1.08. Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Company

with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Merging Entity, an authorized person of the Merging Entity immediately prior to the Effective Time is and will remain fully authorized in the name of the Merging Entity to take, and shall take, all such action.

1.09. Tax Treatment. The Company and the Merging Entity intend that (i) the transactions contemplated by this Agreement be treated as a complete liquidation of the Merging Entity described in Section 332 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) this Agreement constitute and be adopted as the plan of liquidation, as described in Section 332(b) of the Code, with respect to such complete liquidation. The Company and Merging Entity agree not to take any position inconsistent with the foregoing on any return or other document filed with any tax authority except as may be required by law.

II.

MISCELLANEOUS

2.01. Binding Effect; No Third-Party Beneficiary. This Agreement is binding upon and will inure to the benefit of the parties hereto, and, nothing express or implied in this Agreement is intended or will be construed to confer upon or give any other person any right, benefit or remedy under or by reason of this Agreement.

2.02. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which will constitute one and the same Agreement.

2.03. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto in respect of the subject matter hereof, and supersedes any and all prior agreements or understandings between the parties hereto in respect of such subject matter.

2.04. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of laws principles of such State.

[Signature Page Follows.]

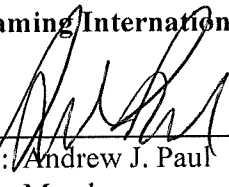
IN WITNESS WHEREOF, the Company and the Merging Entity have caused this Agreement to be duly executed as of the date first above written.

CORSAIR MEMORY, INC.

By:  _____

Name: Michael G. Potter
Title: Director

SCUF Gaming International, L.L.C.

By:  _____
Name: Andrew J. Paul
Title: Member