

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751195

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900701276

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Game Garden Limited		03/01/2022	Private Company Limited By Shares: CYPRUS

RECEIVING PARTY DATA

Name:	We Cultivate Fun Ltd
Street Address:	2A Iliia Venezi Street
Internal Address:	ATHIENITIS STROVOLOS PARK, Office 402
City:	Nicosia
State/Country:	CYPRUS
Postal Code:	2042
Entity Type:	Private Limited Company: CYPRUS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4564289	GAME GARDEN
Registration Number:	4603278	FARMDALE
Registration Number:	4788197	FAIRY KINGDOM
Registration Number:	4788198	FAIRY KINGDOM
Registration Number:	5157772	TALES OF WINDSPELL
Registration Number:	6043834	RANCHDALE

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.

Email: afugett@fugettfirm.com
Correspondent Name: Anastasiya Fugett
Address Line 1: 1831 12th Ave. South, Suite 454
Address Line 4: Nashville, TENNESSEE 37203

DOMESTIC REPRESENTATIVE

Name: Anastasiya Fugett

Address Line 1:	1831 12th Ave. South, Suite 454
Address Line 4:	Nashville, TENNESSEE 37203
NAME OF SUBMITTER:	Anastasiya Fugett
SIGNATURE:	/Anastasiya Fugett/
DATE SIGNED:	08/25/2022
Total Attachments: 3 source=Trademark Assignment Agreement Executed#page1.tif source=Trademark Assignment Agreement Executed#page2.tif source=Trademark Assignment Agreement Executed#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), effective as of the date of the last signature below, is made by Game Garden Limited (“**Assignor**”), a Cyprus private company limited by shares, located at 2A Iliá Venezi Street, ATHIENTIS STROVOLOS PARK, Office 402, Nicosia 2042, Cyprus, in favor of We Cultivate Fun Ltd (“**Assignee**”), a Cyprus private limited company, located at 2A Iliá Venezi Street, ATHIENTIS STROVOLOS PARK, Office 402, Nicosia 2042, Cyprus, the purchaser of certain software products and related intellectual property rights from Assignor pursuant to an Asset Purchase Agreement between Assignor and Assignee, dated as of March 1, 2022 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations,

oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed and delivered this Assignment.

ASSIGNOR

Game Garden Limited



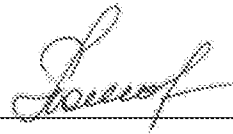
By: Yury Pomortsev

Title: Authorized Agent

Date: March 1, 2022

ASSIGNEE

We Cultivate Fun Ltd



By: Yury Pomortsev

Title: Authorized Agent

Date: March 1, 2022

EXHIBIT A

ASSIGNED TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Type</u>	<u>Registration Number</u>	<u>Registration Date</u>
GAME GARDEN	Standard characters	4,564,289	07/08/2014
FARMDALE	Standard characters	4,603,278	09/09/2014
FAIRY KINGDOM	Standard characters	4,788,197	08/11/2015
FAIRY KINGDOM	Standard characters	4,788,198	08/11/2015
TALES OF WINDSPELL	Standard characters	5,157,772	03/07/2017
RANCHDALE	Standard characters	6,043,834	4/28/2020