

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765849

<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>
BETTERCAST LIMITED		10/31/2019	Limited Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Logitech Europe S.A.		
<b>Street Address:</b>	Daniel Borel Innovation Center		
<b>Internal Address:</b>	EPFL - Quartier de l'Innovation		
<b>City:</b>	Lausanne		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	1015		
<b>Entity Type:</b>	Sociedad Anonima: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5207529	CHALLONGE	
<b>Registration Number:</b>	5207528	CHALLONGE!	
<b>Registration Number:</b>	5077487		
<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>Email:</b>	trademarks-ch@btlaw.com		
<b>Correspondent Name:</b>	Christopher M. Dolan		
<b>Address Line 1:</b>	One North Wacker Drive		
<b>Address Line 2:</b>	Suite 4400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Christopher M. Dolan		
<b>SIGNATURE:</b>	/Christopher M. Dolan/		
<b>DATE SIGNED:</b>	11/04/2022		
<b>Total Attachments: 19</b>			
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**ASSET PURCHASE AGREEMENT**

among:

**LOGITECH EUROPE S.A.,**  
a Swiss corporation;

**SPLITMEDIALABS LIMITED, a Hong Kong corporation**  
**and**  
**BETTERCAST LIMITED, a Hong Kong Corporation**

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Effective October 31, 2019

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "*Agreement*"), effective October 31, 2019, is among SplitmediaLabs Limited, a Hong Kong corporation ("*Guarantor*"), Bettercast Limited, a Hong Kong corporation ("*Seller*"), and Logitech Europe S.A., a Swiss corporation ("*Buyer*"). Except as otherwise indicated, capitalized terms have the meanings set forth in ARTICLE X hereof.

### BACKGROUND

A. Seller has developed and maintains the Challonge electronic gaming tournament management platform which helps organizers and participants create, join, manage and discover competitive events, leagues and communities hosted both online and in-person (the "*Platform*").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets of Seller utilized in connection with its Platform on the terms and conditions set forth below (the "*Purchase*").

C. Buyer and Guarantor intend for Guarantor to commit to guarantee Seller's obligations under this Agreement.

D. 

Intending to be legally bound, the parties agree as follows:

### ARTICLE I PURCHASE AND SALE

1.1 Closing. The consummation of the transactions contemplated by this Agreement (the "*Closing*") will take place at the offices of Buyer at 8:00 a.m. Pacific Time on October 31, 2019, or such other time and place as shall be agreed upon by Buyer and Seller (the "*Closing Date*"). The Closing may occur through electronic delivery of funds and closing documents.

1.2 Purchase. Effective at the Closing Seller hereby sells, assigns, and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, all right, title and interest to the

Purchased Assets.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2.7 Intellectual Property.

(a) The Seller owns or is properly licensed to use all Intellectual Property used in or necessary for the operation of the Platform and the remaining Purchased Assets as presently operated and as proposed to be operated. For purposes of this Agreement, "***Owned Intellectual Property***" means such Intellectual Property in which the Seller has or purports to have an ownership interest, and "***Licensed Intellectual Property***" means such Intellectual Property licensed to the Seller.

(b) Schedule 2.7(b) sets forth a true and complete list and summary description of all (i) Copyrights that have been filed with, issued or registered by any Governmental Entity and for which the Seller has an ownership interest and which are related to the Purchased Assets, (ii) Patents that have been filed with, issued or registered by any Governmental Entity and for which the Seller has an ownership interest and which are related to the Purchased Assets, (iii) Trademarks that have been filed with, issued or registered by any Governmental Entity and for which the Seller has an ownership interest and which are related to the Purchased Assets, (iv) material unregistered Trademarks in which the Seller has an ownership interest and that are currently in use in connection with the operation of the Platform or any of the Purchased Assets, (v) internet domain names in which the Seller has an ownership interest and which are used in connection with the Platform or any of the Purchased Assets, and (vi) Contracts to which the Seller is a party which grant licenses of Intellectual Property of any other Person and which are included within the Purchased Assets (each an "***Intellectual Property License***").

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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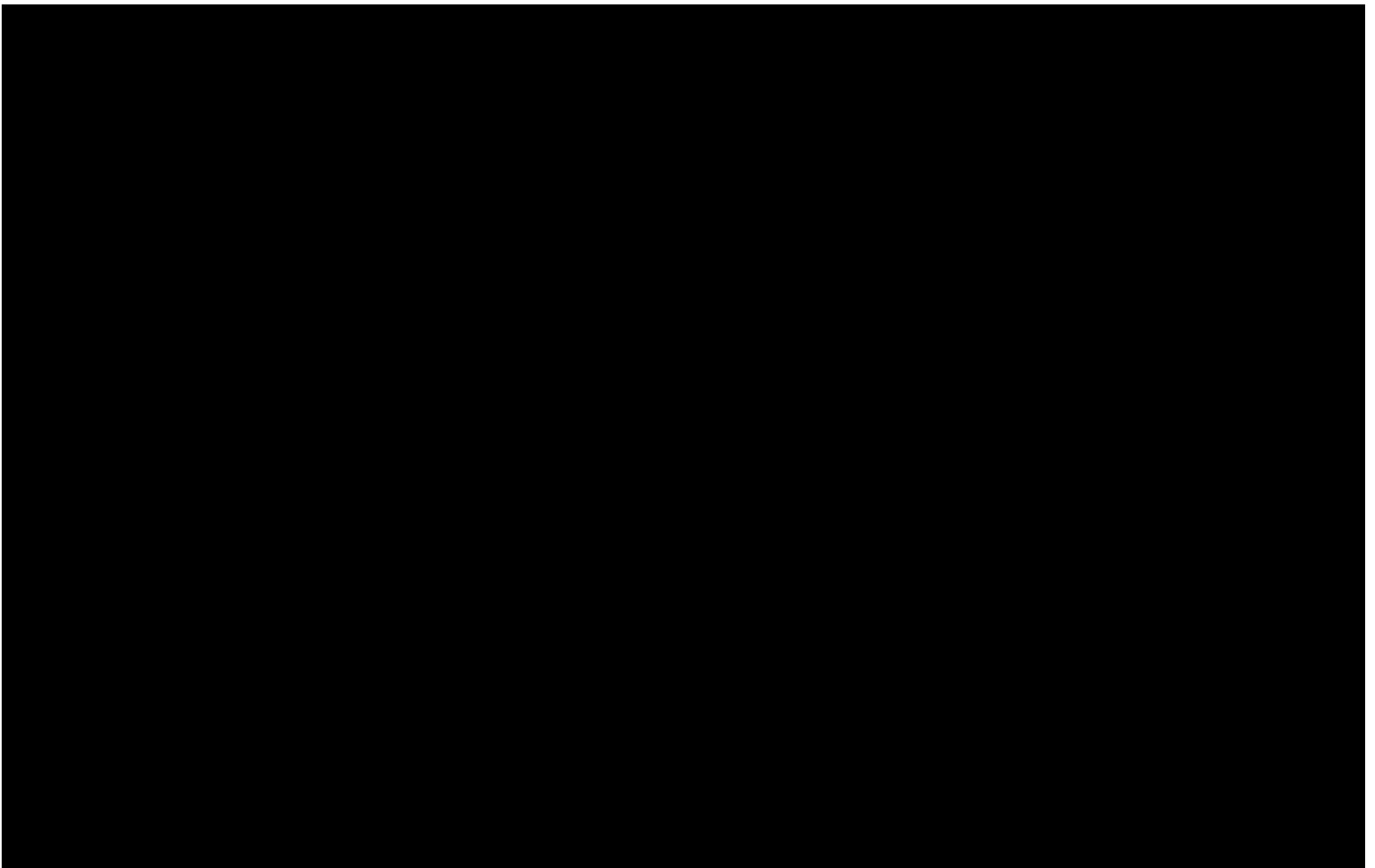
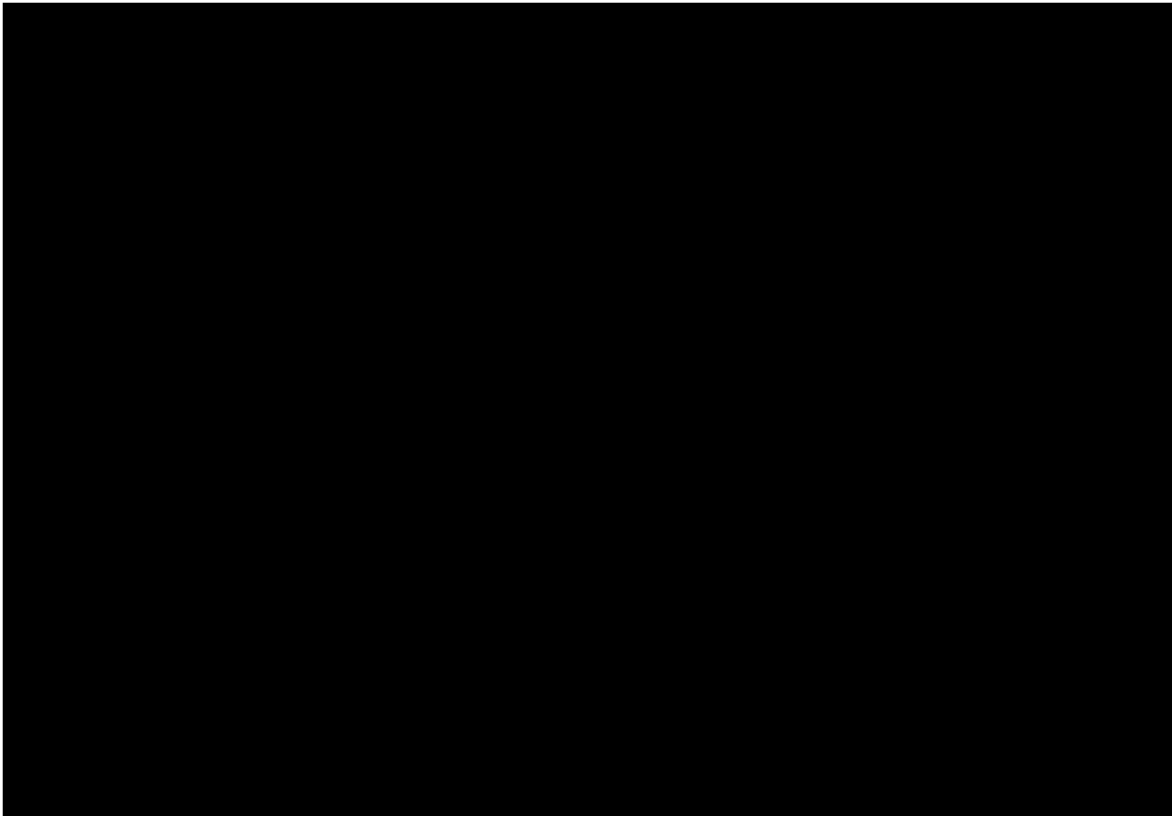
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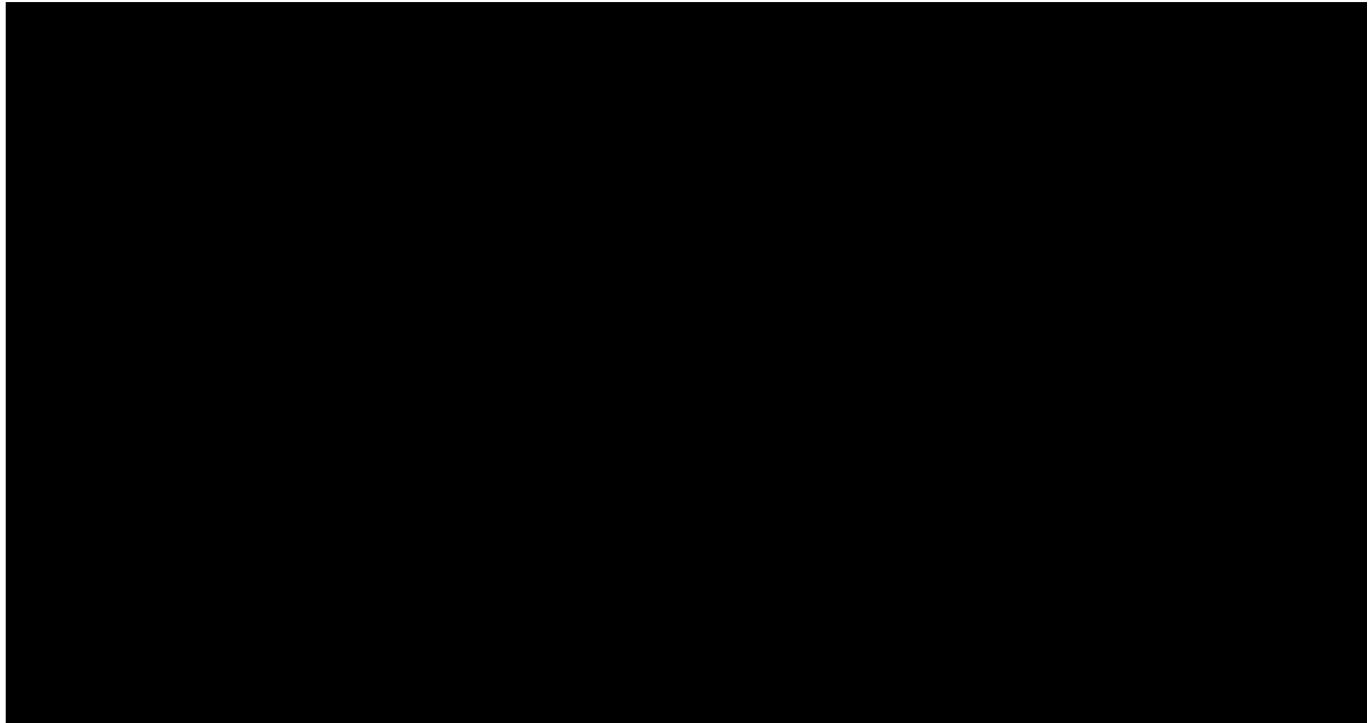
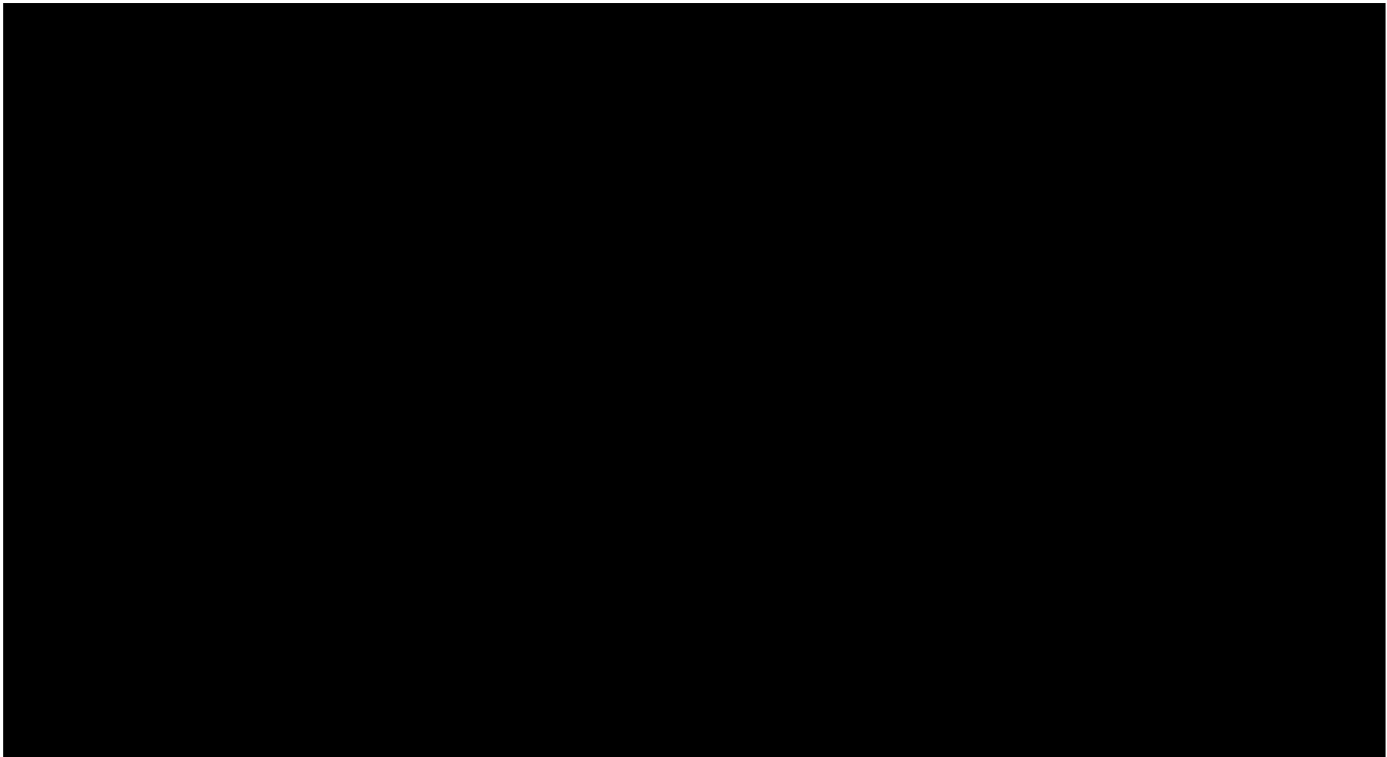
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**ARTICLE X  
DEFINITIONS**

[REDACTED]



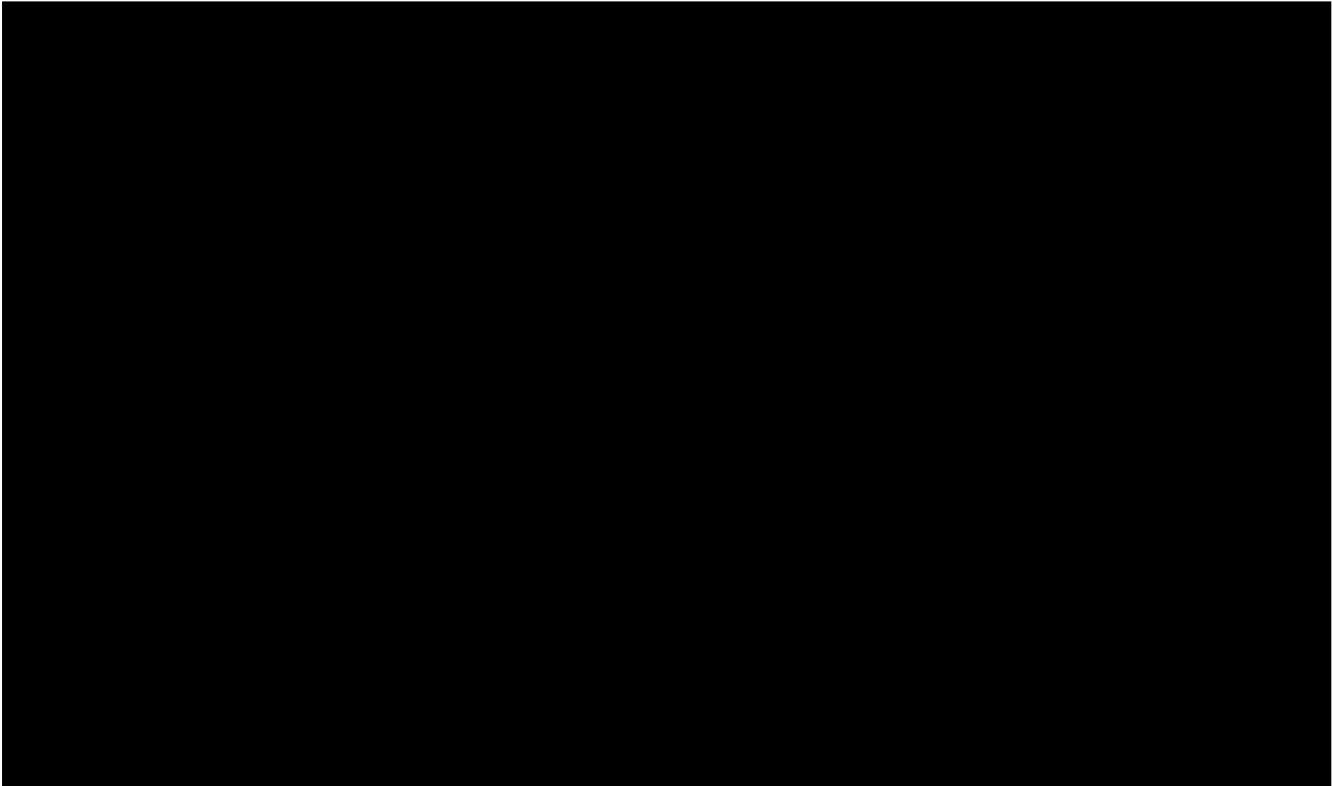


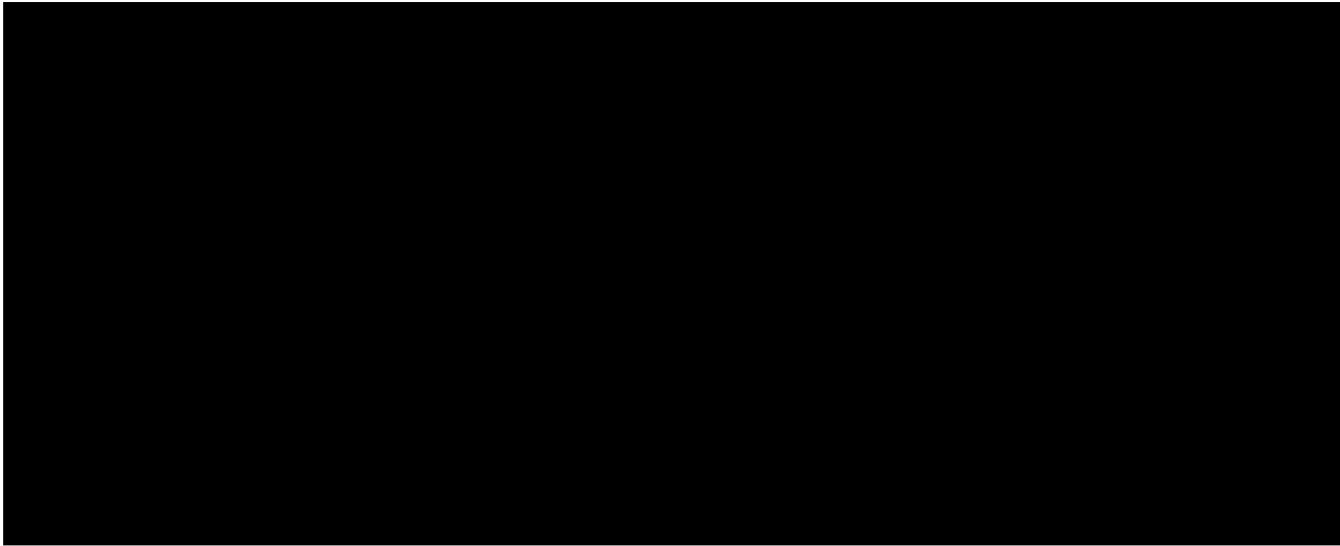


*“Intellectual Property”* means all Patents, Trademarks, Copyrights, Documentation, Inventions, Know-How, Trade Secrets, Website, and internet domain name registrations.



***“Intellectual Property Rights”*** means, collectively, (a) all rights in, to or related or associated in any manner with the Intellectual Property or any aspect or part thereof owned by or licensed to the Seller or to which the Seller has any rights, and (b) all rights to all rights to sue for any past, present or future infringement of any of the foregoing rights and the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing rights, including without limitation damages for past, present or future infringement thereof.

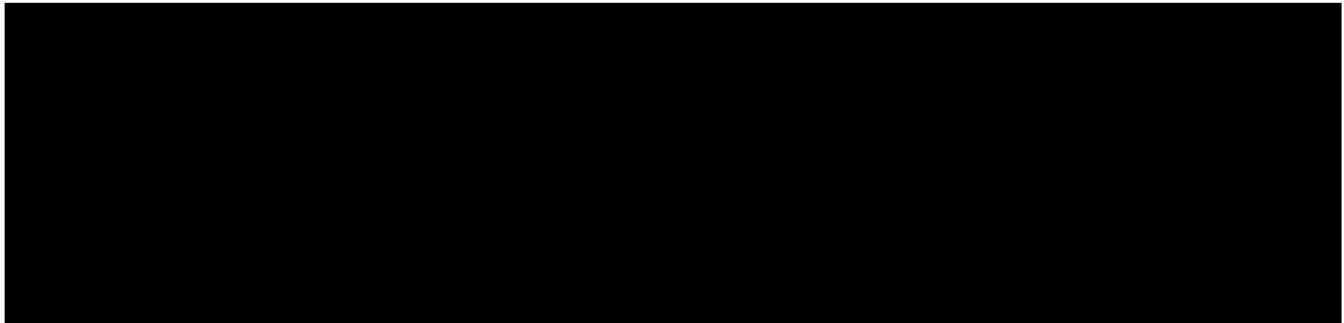
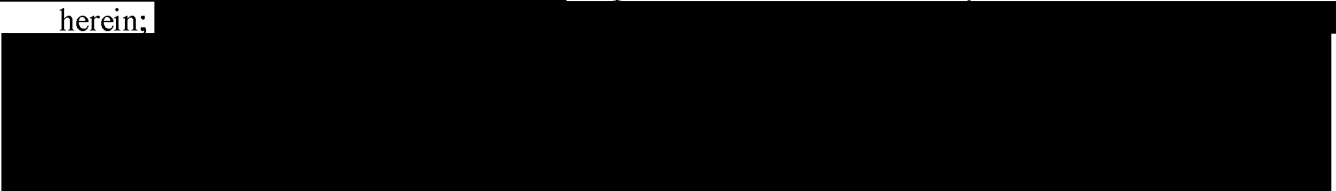


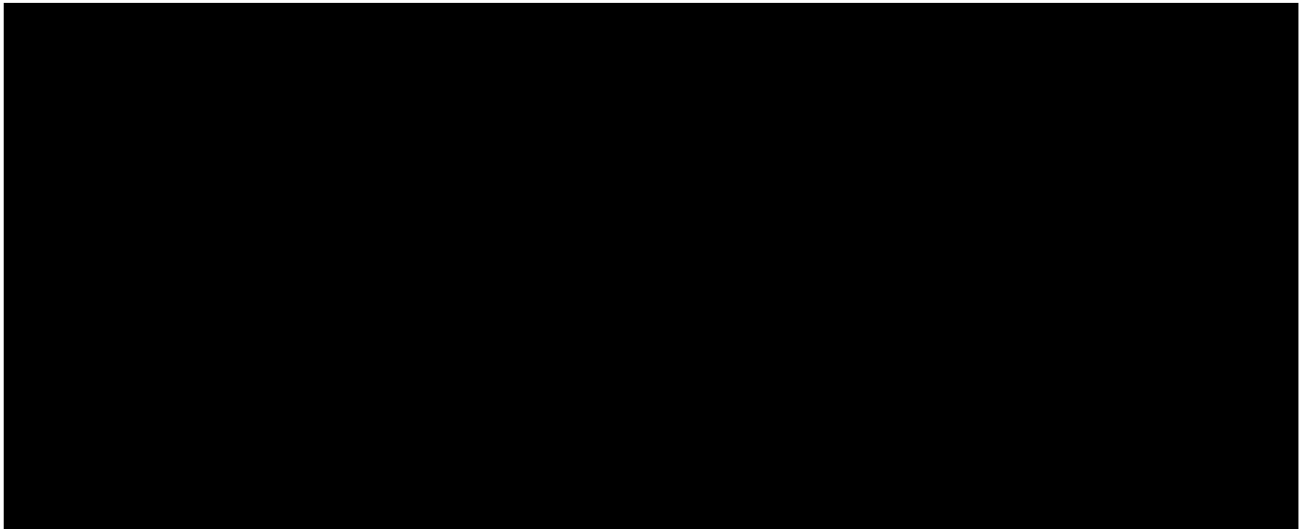


**“Purchased Assets”** means the Platform and all assets, whether tangible or intangible, liquid or contingent, related to the ownership, operation, development, maintenance and support of the Platform, and all Assigned Agreements, but does not include any Excluded Assets. Purchased Assets includes, without limitation, all Intellectual Property and Intellectual Property Rights in which Seller has an interest which relate in any way to the Platform or any assets or rights, whether tangible or intangible, utilized in connection with the ownership, operation, development, maintenance and support of the Platform, any and all other embodiments of the Seller’s Intellectual Property Rights, all of the Seller’s rights to use the name “Challonge” and all variations thereof, and rights to the Website;

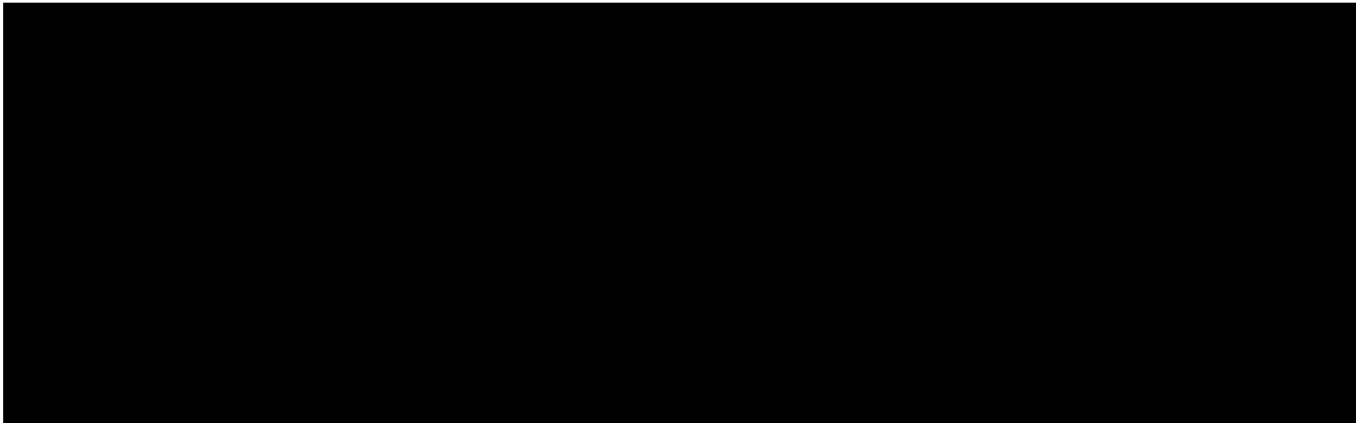


all goodwill associated with any of the assets described herein;





*“Trademarks”* means and includes all domestic and foreign trademarks, trade dress, service marks, trade names, icons, logos, slogans and other indicia of source or sponsorship of goods and services, designs and logotypes related to the above, in any and all forms, and all trademark registrations and applications for registration related to such trademarks (including, but not limited to, intent-to-use applications).





**[Remainder of page left intentionally blank]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

SplitmediaLabs Limited

By:

DocuSigned by:  
*Henrik Levring*  
6C7A17590407446...

Name: Henrik Levring  
Title: Chief Executive Officer

Logitech Europe S.A.

By:

DocuSigned by:  
*François Stettler*  
51ECD4987CC840A...

Name: François Stettler  
Title: General Counsel EMEA

Bettercast Limited

By:

DocuSigned by:  
*Andreas Hoyer*  
1CD330618C324C4...

Name: Andreas Hoyer  
Title: sole Director

Logitech Europe S.A.

By:

DocuSigned by:  
*Ulysse Rochat*  
2A24049880954FD...

Name: Ulysse Rochat  
Title: Senior Manager Legal Affairs



**Schedule 2.7(b) – Intellectual property**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**iii) Registered trademarks**

	<b>Registration Date</b>	<b>Registration Number</b>	<b>Jurisdiction</b>	<b>Lapse Date</b>	<b>Mark drawing code</b>	<b>International classes</b>
Challonge word mark	May 23, 2017	5207529	USA	May 23, 2023	(4) Standard character mark	IC 042
Challonge! word mark	May 23, 2017	5207528	USA	May 23, 2023	(4) Standard character mark	IC 042
Challonge logo	November 8, 2016	5077487	USA	Nov. 8, 2022	(2) Design only	IC 042

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

This is an Assignment of Intellectual Property (this "Assignment") made as of the 31st day of October, 2019 by and between SPLITMEDIALABS LIMITED, a company incorporated under the laws of Hong Kong, and BETTERCAST LIMITED Corporation, a company incorporated under the laws of Hong Kong (the "Assignor"), and Logitech Europe S.A., a company incorporated under the laws of Switzerland (the "Assignee").

### **RECITALS**

WHEREAS, Assignee and Assignor are parties to an "Asset Purchase Agreement" dated October 31st, 2019, pursuant to which Assignor has agreed to transfer the "Intellectual Property" (as defined in the Asset Purchase Agreement) to Assignee, and Assignee has agreed to release all claims in favor of the Assignor, wherein the "Intellectual Property" includes, without limitation, all Intellectual Property included in the attached Schedule 2.7(b).

WHEREAS, pursuant to the "Asset Purchase Agreement", Assignor has agreed to further execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of the Intellectual Property.

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to, the Intellectual Property included in Schedule 2.7(b).

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration as previously set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and sets over to the Assignee all right, title and interest in and to all of the "Intellectual Property" listed in Schedule 2.7(b) of the Asset Purchase Agreement.

Assignor hereby authorizes Assignee to file patent applications, copyright registrations, trademark registrations, or any other applicable registrations in any and all countries based upon any or all of the Assigned IP, in the individual inventors names, in Assignor's name, in Assignee's name or otherwise as the Assignee may deem appropriate or advisable, under applicable international convention or otherwise.

Assignor hereby covenants and agrees to reasonably cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, all right, title and interest herein

conveyed in the United States and in any and all foreign countries as determined by Assignee. Such reasonable cooperation by Assignor shall include, but is not necessarily limited to, production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance, all to the extent deemed reasonably necessary by Assignee, (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for filing and prosecuting substitute, divisional, continuing or additional applications covering any patents and patent applications; (c) for filing and prosecuting applications for re-issuance of any of the patents and patent applications; (d) for interference or other priority proceedings involving any patents and patent applications; (e) for legal proceedings and infringement actions and court actions involving (i) any patents and patent applications, (ii) any trademark registrations and applications, (iii) any copyright registrations and applications, (iv) any domain name registrations, and (v) any and all other Intellectual Property rights relating to the Assigned IP; and (f) for such other and further acts as may reasonably be deemed necessary by Assignee in order to obtain and enforce proper protection for any of the Assigned IP in all countries; provided, however, that (x) Assignee shall bear all costs and expenses associated with effecting the transfer of the Assigned IP from Assignor to Assignee and in filing or recording any assignments thereof, and (y) Assignor shall pay its own costs and expenses in assisting such transfer.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement. The terms of the Asset Purchase Agreement are incorporated herein by this reference. Nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. 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. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Assignor, Assignee and their respective successors and assigns any remedy or claim under or by reason of this Assignment.

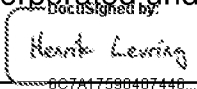
*(Signatures appear on next page.)*

IN WITNESS WHEREOF, the undersigned Assignor and Assignee have caused this Assignment of Intellectual Property to be executed as of the date first above written.

**ASSIGNOR:**

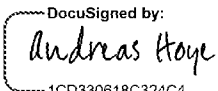
**SPLITMEDIALABS LIMITED**

a company incorporated under the laws of Hong Kong

By:   
Henrik Levring  
Name: \_\_\_\_\_  
Chief Executive Officer  
Title: \_\_\_\_\_

**BETTERCAST LIMITED Corporation**

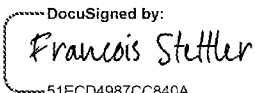
a company incorporated under the laws of Hong Kong

By:   
Andreas Hoyer  
Name: \_\_\_\_\_  
Sole Director  
Title: \_\_\_\_\_

**ASSIGNEE:**

**Logitech Europe S.A.**

a company incorporated under the laws of Switzerland

By:   
Francois stettler  
Name: \_\_\_\_\_  
General Counsel EMEA  
Title: \_\_\_\_\_

**Schedule 2.7(b) – Intellectual property****i) Registered copyrights**

None

**ii) Patents**

None

**iii) Registered trademarks**

	<b>Registration Date</b>	<b>Registration Number</b>	<b>Jurisdiction</b>	<b>Lapse Date</b>	<b>Mark drawing code</b>	<b>International classes</b>
Challonge word mark	May 23, 2017	5207529	USA	May 23, 2023	(4) Standard character mark	IC 042
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Challonge logo	November 8, 2016	5077487	USA	Nov. 8, 2022	(2) Design only	IC 042

**iv) Material unregistered trademarks**

None

**v) Internet domain names**

challonge.com

**vi) Intellectual Property Licenses**

None