

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guild Launch		12/06/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Gamurs Pty Ltd		
Street Address:	46 Kippax Street, Surry Hills		
Internal Address:	Suite 301		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	NSW 2010		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4439926	GAMESKINNY	
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>			
Phone:	6788193535		
Email:	rachael@guildlaunch.com		
Correspondent Name:	Rachael Johnston		
Address Line 1:	6000 Lake Forrest Dr.		
Address Line 2:	Suite 315		
Address Line 4:	Atlanta, GEORGIA 30328		
DOMESTIC REPRESENTATIVE			
Name:	Gamurs Inc		
Address Line 1:	3913 Medical Pkwy		
Address Line 4:	Austin, TEXAS 78756		
NAME OF SUBMITTER:	Rachael Johnston		
SIGNATURE:	/Rachael Johnston/		
DATE SIGNED:	12/06/2022		

OP \$40.00 4439926

Total Attachments: 7

source=GL-Gamurs - Bill of Sale and Assignment - EXECUTED#page1.tif

source=GL-Gamurs - Bill of Sale and Assignment - EXECUTED#page2.tif

source=GL-Gamurs - Bill of Sale and Assignment - EXECUTED#page3.tif

source=GL-Gamurs - Bill of Sale and Assignment - EXECUTED#page4.tif

source=GL-Gamurs - Bill of Sale and Assignment - EXECUTED#page5.tif

source=GL-Gamurs - Bill of Sale and Assignment - EXECUTED#page6.tif

source=GL-Gamurs - Bill of Sale and Assignment - EXECUTED#page7.tif

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment (the "Agreement") is made as of November 18, 2022, by and between Gamurs Pty LTD, a proprietary limited company duly organized under the laws of the Country of Australia ("Buyer"), and Guild Launch, LLC, a Virginia limited liability company ("Seller"). All initially capitalized terms utilized herein, to the extent not otherwise defined herein, shall have the meanings assigned to such terms in the Asset Purchase Agreement dated November 18, 2022, by and between the parties hereto (the "Purchase Agreement").

WHEREAS, Seller and Buyer are parties to the Purchase Agreement pursuant to which, among other things, Seller agreed to sell and transfer, and Buyer agreed to purchase and accept, the Purchased Assets; and

WHEREAS, Buyer has delivered, and Seller acknowledges receipt of, the Purchase Price as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Transfer and Assignment of the Personal Property. In accordance with, and subject to all the terms and conditions of, the Purchase Agreement, Seller irrevocably sells, assigns, grants, conveys, transfers and delivers to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Purchased Assets, which are specified in Schedule 1 hereto.

2. Trademark Assignment. Pursuant to the Purchase Agreement, Seller does hereby sell, assign, transfer, and set over to Buyer all of its right, title and interest in and to the certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as "Trademarks") set forth in Schedule 1, including, without limitation, the ongoing and existing portion of Seller's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringement or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, assignment, transfer, and conveyance not been made. Seller authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications included in Schedule 1 to Buyer as recipient of Seller's entire right, title and interest therein.

3. Assumed Liabilities. From and after the Closing of the transactions contemplated in the Purchase Agreement, Buyer shall assume and become responsible for all liabilities and obligations, if any, with respect to the Purchased Assets, except for liabilities that arose prior to the Closing Date and were not specifically assumed in writing by Buyer.

4. Governing Law and Venue. This Agreement will be governed by, and construed in accordance with, New York law. Unless otherwise stated in the Purchase Agreement, Buyer and Seller: (a) irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of New York located in New York County, New York or in the United States District Court for the Southern District of New York for the purposes of any suit, action or other proceeding arising out of this Agreement brought by any party hereto; and (b) hereby waive and agree not to assert as a defense or otherwise, in any such suit, action or proceeding, (i) any claim that it is not subject personally to the jurisdiction of the above-named courts; (ii) that the suit, action or proceeding is brought in an inconvenient forum; (iii) that the venue of the suit, action or proceeding is improper; or (iv) that this Bill of Sale and Assignment may not be enforced by such court. Buyer and Seller waive any and all rights to a jury trial regarding any disputes under this Agreement.

5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which shall constitute together one and the same instrument and shall be effective upon execution by all of the Parties.

6. Conflicts. The terms herein are not intended to conflict with the terms of the Purchase Agreement. In the event such a conflict exists, the terms of the Purchase Agreement shall govern.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the date first written above.

BUYER: Gamurs Pty Ltd

By: 

Name: Riad Chikhani

Title: Director

SELLER: Guild Launch, LLC

By: _____

Name: _____

Title: _____

TRADEMARK

REEL: 007908 FRAME: 0637 i4a7cfbb

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement on the date first written above.

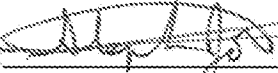
BUYER: Gamurs Pty Ltd

By: _____

Name: _____

Title: _____

SELLER: Guild Launch, LLC

By:  _____

Name: Stephen Franklin Johnston, Jr.

Title: Manager

SCHEDULE 1
PURCHASED ASSETS

(see attached)

Item Name	URL (if any)
Any and all domains that point/redirect to https://www.gameskinny.com/ or which are otherwise specified herein	https://www.gameskinny.com/ GameSkinny.net GameSkinny.org www.gamerskinny.com www.games-skinny.com www.gameskinny.co www.gameskinnysucks.com www.gamesskinny.com
Codebase of https://www.gameskinny.com/ and the Website	
Email software and lists (including newsletters) associated with https://www.gameskinny.com/ and the Website	
Any and all user accounts related to GameSkinny	
All of Seller's existing right and title, including all intellectual property rights, to any content posted on the Website	
All of Seller's existing right and title, including all intellectual property rights, to any content posted on the social media accounts specified herein	
All videos created on behalf of or for the Website, whether posted on the Website or any video hosting platform or social media account specified herein	
Any and all licenses for any third-party intellectual property which is otherwise utilized on the Website or the social media and video hosting accounts specified herein	
Facebook pages	https://www.facebook.com/GameSkinny/ https://www.facebook.com/GSMinecraft https://www.facebook.com/IndieGS
Twitter account	https://twitter.com/gameskinny
YouTube account	https://www.youtube.com/user/gameskinny
Instagram account	https://www.instagram.com/gameskinnydotcom/
Google Cloud account associated with https://www.gameskinny.com and the Website	
Cloudinary Account and associated AWS S3 bucket associated with https://www.gameskinny.com and the Website	
OpenWeb Account associated with https://www.gameskinny.com and the Website	
Hindsight account associated with https://www.gameskinny.com and the Website	
Zergnet account associated with https://www.gameskinny.com and the Website	

OneSignal account associated with https://www.gameskinny.com and the Website	
AnyClip account associated with https://www.gameskinny.com and the Website	
All of Seller's rights in and to the mark "GameSkinny", any related logos, and derivatives of such logos or marks, and the goodwill of the business relations to "GameSkinny" mark, logos, and the wares or services associated with it, including all of Seller's right in or to related registered trademark: US Reg. No. 4439926	