

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM774918

<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>
MumboJumbo, LLC		08/24/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Accelerate Games, Inc.		
<b>Street Address:</b>	110 Rose Hill Rd.		
<b>City:</b>	Water Mill		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11976		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4003827	MIDNIGHT MYSTERIES	
<b>Registration Number:</b>	3271302	LUXOR	
<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>	3105561956		
<b>Email:</b>	mmartin@fpplaw.com		
<b>Correspondent Name:</b>	Michael P. Martin		
<b>Address Line 1:</b>	1925 Century Park East, Suite 2050		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Michael P. Martin		
<b>SIGNATURE:</b>	/Michael P. Martin/		
<b>DATE SIGNED:</b>	12/16/2022		
<b>Total Attachments: 6</b>			
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**EXHIBIT C**

**ASSIGNMENT OF TRADEMARKS**

TO BE EXECUTED BY ACCELERATE GAMES, INC. AND MUMBOJUMBO, LLC  
DOCUMENT TO BE NOTARIZED.

## ASSIGNMENT OF U.S. TRADEMARK APPLICATIONS

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 24, 2022 ("Effective Date") by and between MumboJumbo, LLC, a Texas limited liability company, having an address of 2019 N Lamar St, Ste 300, Dallas TX 75202-1738, Attention: Ron Dimant, Email: rdimant@mumbojumbo.com ("Assignor"), and Accelerate Games, Inc., a Delaware corporation, having an address of 110 Rose Hill Rd., Water Mill, NY 100976-3013, Attention: Greg Fischbach, Email address: gregory@accelerate.games ("Assignee").

WHEREAS, Assignor is the owner of certain trademarks, including without limitation, the United States Trademark Applications and Registrations set forth on Schedule A attached hereto, together, with the goodwill of the business associated therewith and the right to sue for past infringement and collect damages therefore (collectively, the "Marks"); and

WHEREAS, Assignor owns and has registered certain domain names, including the domain names listed on Schedule B attached hereto (the "Domain Names"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Marks and Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers and contributes to Assignee, its successors, assigns and other legal representatives all of Assignor's right, title and interest in and to the Marks and Domain Names including, without limitation, any registrations and applications therefore, any renewals and extensions of registrations, all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due and payable as of the Effective Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and Domain Names, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor assumes no liability to Assignee or to third parties with respect to the quality characteristics of the goods or services offered, manufactured, sold or otherwise distributed by Assignee. Assignee agrees to defend, indemnify and hold harmless Assignor, its officers, employees and agents from any and all claims, demands, actions, causes of actions, suits, proceedings, damages, liabilities and costs and expenses of

every nature, including reasonable attorney's fees, relating to or arising out of the provision, manufacture, sale or other distribution of any products or services subsequent to the Effective Date.

3. Assignor represents and warrants that Assignor owns the Marks and Domain Names and has the right to enter into this Agreement and to grant to Assignee the rights granted by Assignor to Assignee in this Agreement.

4. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office or any domain registers, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record and register Assignee as the official owner of the Marks and Domain Names and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

5. If either party brings an action against the other relating to this Agreement, the prevailing party thereto shall be entitled to recover its costs and expenses incurred in connection with such action and all appeals thereof (including, without limitation, reasonable attorneys' fees and court costs).

6. In the event any provision of this Assignment is determined to be unenforceable under or in conflict with the law of any applicable jurisdiction, such provision shall be deemed omitted from this Assignment, but the validity and enforceability of the remaining provisions shall not be affected by such deemed omission.

7. This Assignment shall be governed by the laws of the State of California without regard to the conflict of law principles thereof. Each party hereby agrees to the jurisdiction and venue of the courts of the County of Los Angeles for the litigation or resolution of any dispute between the parties pertaining to this Assignment.

8. This Assignment contains the entire agreement between the parties with regard to the subject matter hereof and supersedes all other statements, representations and agreements pertaining to such subject matter.

9. The language in all parts of this Assignment shall be in all cases construed according to its fair and usual meaning, and not strictly for or against any of the parties hereto.

10. Except as otherwise provided in this Assignment, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

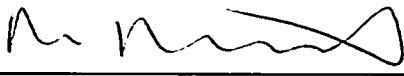
11. The parties hereby acknowledge and agree that this Assignment was jointly drafted among all parties and no one of the parties shall be considered the drafter.

12. This Assignment may be signed in counterparts. Signatures by facsimile or electronic transmission shall be acceptable and binding.

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment as of the date first set forth above.

**ASSIGNOR**

MUMBOJUMBO, LLC

By: 

Name: Ron Dimant

Title: President of MumboJumbo, Inc.,  
MumboJumbo, Inc., managing  
member of MumboJumbo, LLC

(notary on next page)

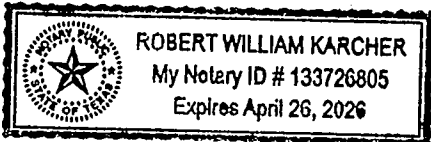
**ASSIGNEE**

ACCELERATE GAMES, INC.

By: \_\_\_\_\_

Name: Greg Fischbach

Title: President



*Robert Karcher*  
9/1/2022

SCHEDULE A TO THE ASSIGNMENT OF U.S. TRADEMARK APPLICATIONS

	<b>Mark</b>	<b>Territory</b>	<b>Registration Number</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Date</b>
1	7 Wonders	DE	30669517		Nov 13, 2006	Jan 4, 2007
2	Luxor	US	3271302	77018224	Oct 10, 2006	Jul 31, 2007
3	Luxor	UK	UK00002445562		Feb 1, 2007	Feb 12, 2010
4	Luxor	EU	EU005659826		Feb 1, 2007	Jan 26, 2010
5	Luxor	DE	30669516		Nov 13, 2006	Mar 1, 2007
6	Midnight Mysteries	US	4003827	85103596	Aug 9, 2010	Jul 26, 2011

SCHEDULE B TO THE ASSIGNMENT OF U.S. TRADEMARK APPLICATIONS  
DOMAIN NAMES

1. Luxor\_\_\_\_\_

luxor.net  
luxor.org

2. Midnight Mysteries\_\_\_\_\_

midnight-mysteries.com  
midnight-mysteries.net  
midnight-mysteries.org