

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jam City, Inc.		01/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Plai Labs, Inc.		
Street Address:	3562 Eastham Drive		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97151625	CHAMPIONS ASCENSION	
Serial Number:	97151630	CHAMPIONS ASCENSION	
Serial Number:	97252213	CHAMPIONS ASCENSION	
Serial Number:	97252219	CHAMPIONS ASCENSION	
Serial Number:	97157385	CHAMPIONS: ASCENSION	
Serial Number:	97157391	CHAMPIONS: ASCENSION	
Serial Number:	97486098		
Serial Number:	97486107		
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:	(212) 479 6363		
Email:	myoung@cooley.com		
Correspondent Name:	John Paul Oleksiuk		
Address Line 1:	1299 Pennsylvania Ave NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	334378-20000		
NAME OF SUBMITTER:	Michael Young		

CH \$215.00 97151625

SIGNATURE:	/Michael Young/
DATE SIGNED:	02/10/2023
Total Attachments: 6 source=Jam City to Plai Labs U.S. assignment#page1.tif source=Jam City to Plai Labs U.S. assignment#page2.tif source=Jam City to Plai Labs U.S. assignment#page3.tif source=Jam City to Plai Labs U.S. assignment#page4.tif source=Jam City to Plai Labs U.S. assignment#page5.tif source=Jam City to Plai Labs U.S. assignment#page6.tif	

Exhibit B

Trademark and Domain Name Assignment Agreement

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (“*Agreement*”) is effective as of January 13, 2023 (“*Closing Date*”) made between Jam City, Inc., a Delaware corporation (“*Assignor*”), and Plai Labs, Inc. a Delaware corporation (“*Assignee*”).

WHEREAS, pursuant to the Asset Sale Agreement dated as of January 13, 2023 between Assignor and Assignee (the “*Sale Agreement*”), Assignor agreed to assign or cause to be assigned to Assignee all of Assignor’s right, title and interest in and to the Assigned Trademarks (as defined below) and Assigned Domains (as defined below).

WHEREAS, Assignee is the successor to an ongoing and existing portion of Assignor’s business pertaining to the Assigned Trademarks and Assigned Domains.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and agreements contained in the Sale Agreement, and for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

Capitalized terms used in this Agreement which are not otherwise defined herein will have the meanings set forth in the Sale Agreement.

1. On the terms and subject to the conditions set forth herein, and in the Sale Agreement, Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby acquires from Assignor, on a worldwide basis, all of its right, title and interest, as of the Closing Date, in and to (i) the trademarks listed on Schedule A hereto (including those that are registered, those that are pending registration and all applications) (the “*Assigned Trademarks*”) and the domain (including any blockchain domain names) listed on Schedule B hereto (including those that are registered and all applications) (the “*Assigned Domain Names*”), in each case, together with all common law rights, the associated goodwill in the Assigned Trademarks and the Assigned Domain Names and in the business, products, and services symbolized exclusively by the Assigned Trademarks and Assigned Domain Names, and that portion of the business which is ongoing and existing to which the Assigned Trademarks and Assigned Domain Names exclusively pertain, (ii) all rights of any kind whatsoever of Assignor exclusively accruing under the Assigned Trademarks and Assigned Domain Names provided by applicable law or any jurisdiction, by international treaties and conventions, and otherwise throughout the world and (iii) any and all proceeds, causes of action and rights of recovery for past, present and future infringement or misappropriation of any of the Assigned Trademarks and Assigned Domain Names.

2. At Assignee’s cost and expense, Assignor will take such steps and actions following the Closing Date, to ensure that the Assigned Trademarks and Assigned Domains are properly assigned to Assignee, including to sign such additional documents as may be reasonably necessary to perfect or record the assignment and to carry out the intent of the parties as reflected in this Agreement.

3. The parties hereby authorize the relevant authority at the United States Patent and Trademark Office, or any foreign equivalent thereto, and relevant domain name registrar, at Assignor's expense, to record and register the trademark and domain name assignments evidenced by this Agreement. Assignee agrees that it is Assignee's responsibility to record this Agreement.

4. EXCEPT AS SET FORTH IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE SALE AGREEMENT, THE ASSIGNED TRADEMARKS AND ASSIGNED DOMAINS ARE ASSIGNED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF OR RELATED TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, OR ENFORCEABILITY.

5. This Agreement, together with the Sale Agreement, contains the entire agreement between the parties with respect to the subject matters hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. In the event of any conflict between this Agreement and the Sale Agreement, the terms of the Sale Agreement shall govern.

6. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction).

7. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the Closing Date.

JAMCITY, INC.

By: Joshua Uguado
Name: Joshua Uguado
Title: Chief Executive Officer

PLAI LABS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the Closing Date.

JAM CITY, INC.

By: _____

Name:

Title:

PLAI LABS, INC.



By: DocuSigned by:
Chris DeWolfe
42F7FFE79C58401.. _____



Name: Christopher DeWolfe

Title: Chief Executive Officer

SCHEDULE A TO EXHIBIT B

Assigned Trademarks

Trademark	Country	Application / Registration No.	Goods/Services	History and Status
CHAMPIONS ASCENSION	United States	Application No. 97151625	Class 09: Downloadable computer game software; downloadable computer game software for use on mobile and cellular phones	Filed Dec-01- 2021 Notice of Allowance Aug-23- 2022
CHAMPIONS ASCENSION	United States	Application No. 97151630	Class 41: Providing online computer games; providing online computer games through social media websites	Filed Dec-01- 2021 Notice of Allowance Aug-23- 2022
	United States	Application No. 97252213	Class 09: Downloadable computer game software; downloadable computer game software for use on mobile and cellular phones	Filed Feb-03-2022 Notice of Allowance Aug-23- 2022
	United States	Application No. 97252219	Class 41: Providing online computer games; providing online computer games through social media websites	Filed Feb-03-2022 Notice of Allowance Aug-23- 2022

Trademark	Country	Application / Registration No.	Goods/Services	History and Status
CHAMPIONS: ASCENSION	United States	Application No. 97157385	Class 09: Downloadable computer game software; downloadable computer game software for use on mobile and cellular phones	Filed Dec-06-2021 Notice of Allowance Aug-23-2022
CHAMPIONS: ASCENSION	United States	Application No. 97157391	Class 41: Providing online computer games; providing online computer games through social media websites	Filed Dec-06-2021 Notice of Allowance Aug-23-2022
	United States	Application No. 97486098	Class 09: Downloadable computer game software; downloadable computer game software for use on mobile and cellular phones; downloadable and recorded video game software	Filed Jul-01-2022
	United States	Application No. 97486107	Class 41: Providing online computer games; providing online computer games through social media websites	Filed Jul-01-2022