

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harmonix Games LLC		12/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Harmonix Music Systems, Inc.		
Street Address:	40 Broad Street, Seventh Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5120515	BEAT SPORTS	
Registration Number:	4968834	BEATNIKS	
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>			
Email:	trademarks@parkerpoe.com		
Correspondent Name:	Christopher M. Thomas		
Address Line 1:	301 Fayetteville Street, Suite 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	36565-00001		
NAME OF SUBMITTER:	Sloan Carpenter		
SIGNATURE:	/Sloan Carpenter/		
DATE SIGNED:	03/28/2023		
Total Attachments: 5			
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Trademark Assignment Agreement

Harmonix Games LLC, a Delaware limited liability company (“**Assignor**”), and Harmonix Music Systems, Inc., a Delaware corporation (“**Assignee**”), enter into this Trademark Assignment Agreement (“**Agreement**”) as of December 16, 2022 (“**Effective Date**”).

A. Assignor is the owner of all right, title, and interest in and to the trademarks and service marks set forth on **Schedule A** attached to this Agreement, the goodwill of the business related thereto and symbolized thereby, all rights appurtenant thereto, and all statutory and common law rights associated with any of the foregoing; and

B. Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor’s right, title, and interest in and to such marks, any and all other trademark applications and registrations, and any and all unregistered marks owned by Assignor as of the Effective Date; the goodwill of the business related thereto and symbolized thereby, all rights appurtenant thereto, and all statutory and common law rights associated with all of the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

1. **Assignment.** Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to:

(a) the trademark applications and registrations set forth on **Schedule A** attached hereto, and all issuances, extensions, and renewals thereof;

(b) any and all other trademark applications and registrations owned by Assignor as of the Effective Date, and all issuances, extensions, and renewals thereof; and

(c) any and all unregistered marks owned by Assignor as of the Effective Date, (collectively, the “**Assigned Marks**”); together with:

(d) the goodwill of the business connected with the use of, and symbolized by, the Assigned Marks, all rights appurtenant thereto, and all associated common law and statutory rights associated with the Assigned Marks; all of the foregoing, along with:

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

(f) all rights to bring protest, opposition, interference, invalidation and/or cancellation proceedings for protection of any of the foregoing;

(g) 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

(h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the Effective Date, including all rights to and claims for

recovery, 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. **Further Assurances.** Assignor authorizes the Commissioner for Trademarks and any other governmental official in any trademark office in any country or jurisdiction where rights exist in any of the Assigned marks, to record and register this Agreement upon request by Assignor or Assignee. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents which Assignee may request in order to transfer Assignor's rights, title, and interest in and to the Assigned Marks and the rights appurtenant thereto to Assignee, its successors, or assigns.

3. **Counterparts.** This Agreement may be hand signed or signed using electronic signatures and 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 scanned, signed copy of this Agreement 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 Agreement.

4. **Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any controversy or claim arising out of or relating to this Agreement, or the breach of the Agreement, shall be litigated in the state or federal courts located in New Castle County, Delaware, and the parties consent to the exclusive jurisdiction of and service of process by those courts for the purpose of resolving any disputes and the propriety of venue in that county.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

Harmonix Games LLC

Signature: Derek Apfel

Printed Name: Derek Apfel

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT – HARMONIX GAMES LLC]

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNEE:

Harmonix Music Systems, Inc

Signature: Andrew Sung

Printed Name: Andrew Sung

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT – HARMONIX MUSIC SYSTEMS INC.]

Schedule A

Trademark	Country	Application No.	Registration No.
BEAT SPORTS	United States	86751447	5120515
BEATNIKS	United States	86809502	4968834
BEAT SPORTS	WIPO	1310805	1310805
BEAT SPORTS	United Kingdom	UK00801310805	UK00801310805
BEAT SPORTS	China	1310805	
BEAT SPORTS	EUIPO	1310805	1310805