

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM806594

<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>
Webbed Sphere, Inc.		04/19/2023	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rebellion Interactive Games Limited		
<b>Street Address:</b>	Riverside House		
<b>Internal Address:</b>	Osney Mead		
<b>City:</b>	Oxford, Oxfordshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	OX2 OES		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5007419	TUNNELS & TROLLS	
<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>	jhousey@litmuslaw.com		
<b>Correspondent Name:</b>	Janice Housey		
<b>Address Line 1:</b>	PO Box 777		
<b>Address Line 2:</b>	Litmus Law PLLC		
<b>Address Line 4:</b>	Berryville, VIRGINIA 22611		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Janice Housey		
<b>Address Line 1:</b>	PO Box 777		
<b>Address Line 4:</b>	Berryville, VIRGINIA 22611		
<b>NAME OF SUBMITTER:</b>	Janice Housey		
<b>SIGNATURE:</b>	/Janice Housey/		
<b>DATE SIGNED:</b>	04/27/2023		
<b>Total Attachments: 5</b>			

OP \$40.00 5007419

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**ASSIGNMENT OF  
INTELLECTUAL PROPERTIES**

**THIS ASSIGNMENT** is dated this 19<sup>th</sup> day of April 2023.

**BETWEEN:**

(1) **Webbed Sphere, Inc.** whose address is 302 American Greeting Card Road, Corbin, Kentucky, 40701, United States of America (the "Assignor");

and

(2) **Rebellion Interactive Games Limited** a company incorporated in England whose registered office is at Riverside House, Osney Mead, Oxford, Oxfordshire OX2 0ES, United Kingdom (the "Assignee").

**WHEREAS:**

- (A) The Assignor may be, at the date of this Assignment, the proprietor of trade marks and copyrights registered and the subject of applications for registration throughout the world.
- (B) The Assignor has agreed to assign all its right, title and interest in and to such trade marks to the Assignee on the terms set out in this Assignment and for the consideration mentioned below.

**NOW IT IS HEREBY AGREED**

1. In this assignment and its Schedule, except where the contrary requires otherwise, the following words and expressions have the following meanings:
- 1.1 "Intellectual Properties" mean United States registered trade mark 5,007,419; United States registered copyrights VA0000062253 and TX0008162478.
- 1.2 "Transfer Agreement" means the transfer agreement dated 19<sup>th</sup> April 2023 between the Assignor and the Assignee.
2. In consideration of the sum of £1.00 (the receipt of which sum the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee, absolutely and with full title guarantee, such right, title and interest as the Assignor may have at the date of this Assignment in and to the Intellectual Properties listed above including:
- 2.1 any benefit the Assignor may have in any applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee;
- 2.2 any common law rights and any goodwill attaching to the Trade Mark and the copyrights the Assignor may have; and
- 2.3 any right the Assignor may have to bring proceedings against any third party in respect of the trade mark and the copyrights (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise

infringing the rights of the Assignor in the Trade Marks, whether committed before or after the date of this Assignment); and

- 2.4 all benefits in the Transfer Agreement. ]
- 3. The Assignor agrees and undertakes, if reasonably required, to provide to the Assignee (at its request and expense) all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) actually incurred by it in providing the Assignee with such assistance.
- 4. The Assignor covenants that (at the cost and expense of the Assignee) at the request of the Assignee or its nominee, at any time and from time to time, it will promptly execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.
- 5. This Assignment shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts.
- 6. The Receivers shall not incur any personal liability under or by virtue of this Assignment.

IN WITNESS WHEREOF this Assignment has been executed by the parties the day and year first above written

SIGNED by )  
 duty authorised representative for )  
 and on behalf of Webbed Sphere, )  
 Inc. Jonathan Huston )  
 in the presence of: Heather May )



Heather May

SIGNED by CHRISTOPHER KINGSEY )  
 duly authorised representative for )  
 and on behalf of Rebellion )  
 Interactive Games Limited )  
 in the presence of: ANDREW HUGHES )



Christopher Kingsey

TRADEMARK

REEL: 008054 FRAME: 0143

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**SCHEDULE**

<b>Territory</b>	<b>Number</b>	<b>Trade Mark</b>	<b>Class(es)</b>
United States	2297176	5,007,419 'Tunnels & Trolls'	28

<b>Territory</b>	<b>Number</b>	<b>Name</b>
United States	VA0000062253	Tunnels & Trolls: a sword and sorcery fantasy roleplaying game
United States	TX0008162478	Deluxe Tunnels and Trolls

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DATED 19 April 2023

Webbed Sphere, Inc. (1)

and

Rebellion Interactive Games Limited (2)

ASSIGNMENT  
of  
INTELLECTUAL PROPERTIES

BRAND PROTECT  
ROWOOD HOUSE, MURDOCK ROAD  
BICESTER OX26 4PP  
UNITED KINGDOM

TRADEMARK  
REEL: 008054 FRAME: 0145 2023, 4:10 PM

