

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Super League Gaming, Inc.		06/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WFDR Holdings Limited		
Street Address:	27 Cobham Road		
Internal Address:	Suite 10, Cobham House		
City:	Ferndown		
State/Country:	UNITED KINGDOM		
Postal Code:	BH217PE		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7046008	BANNERFY	
Registration Number:	6877565	BANNERFY	
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:	612-977-8525		
Email:	ip@taftlaw.com		
Correspondent Name:	Bradley J. Walz		
Address Line 1:	80 South Eighth Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	Super League Gaming		
NAME OF SUBMITTER:	Bradley J. Walz		
SIGNATURE:	/Bradley J. Walz/		
DATE SIGNED:	06/23/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made and entered into as of June 13, 2023 (the "Effective Date") by and between the following parties:

Super League Gaming, Inc.,
a Delaware corporation
2912 Colorado Ave., Suite 213
Santa Monica, California 90404

(the "Assignor")

and

WFDR Holdings Limited
Suite 10, Cobham House,
27 Cobham Road, BH217PE UK

(the "Assignee")

RECITALS

WHEREAS, the Assignor is the sole and rightful owner of the trademark known as "Bannerfy" (the "Trademark"), registered with the United States Patent and Trademark Office with registration number ; and

WHEREAS, the Assignee desires to acquire the Assignor's right, title, and interest in and to the Trademarks and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademark in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademark, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademark, the right to renew any registrations included in the Trademark, 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 Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor 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 set forth herein to Assignee as recipient of Assignor's entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademark and any and all applications and registrations for the Trademark.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademark, that the Trademark has not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of California.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, IT HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the Effective Date.

SUPER LEAGUE GAMING, INC.

DocuSigned by:
By: Ann Hand
Name: Ann Hand
Title: CEO

WFDR HOLDINGS LIMITED

DocuSigned by:
By: William Roberts
Name: William Roberts
Title: Director

AMENDMENT NO. 1 TO TRADEMARK ASSIGNMENT AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK ASSIGNMENT AGREEMENT, dated as of June 22, 2023 (the "**Amendment**"), between Super League Gaming, Inc., a Delaware corporation ("**Assignor**"), and WFDR Holdings Limited, an entity organized under the laws of the United Kingdom ("**Assignee**," and together with Assignor, the "**Parties**," and each, a "**Party**").

WHEREAS, the Parties have entered into a Trademark Assignment Agreement, effective as of June 13, 2023 (the "**Existing Agreement**");

WHEREAS, the Parties desire to amend the Existing Agreement to identify the Registration Numbers of the registered trademarks assigned from Assignor to Assignee; and

WHEREAS, pursuant to Section 9 of the Assignment and Assumption Agreement, which the Existing Agreement is incorporated into, the amendment contemplated by the Parties must be contained in a written instrument signed by the Parties.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. The first recital to the Existing Agreement is hereby amended to read in its entirety as follows:

WHEREAS, the Assignor is the sole and rightful owner of U.S. Registration Nos. 7046008 and 6877565 for the mark BANNERFY and the common law rights for the BANNERFY mark associated with these registrations (collectively the "Trademark").

3. Date of Effectiveness; Limited Effect. This Amendment is effective as of the date first written above (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or the Assignment and Assumption Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import[, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Assignment and Assumption Agreement will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Counterparts/Electronic Signatures. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Each Party agrees that this Amendment may be electronically signed, and that any electronic signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

5. Entire Agreement. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

6.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

SUPER LEAGUE GAMING, INC.

DocuSigned by:

Ann Hand

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Ann Hand

CEO

WFDR HOLDINGS LIMITED

DocuSigned by:

William Roberts

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William Roberts

Director