

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM840172

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900753783		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Terminal Reality, Inc.		01/24/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ziggurat Interactive, Inc.		
<b>Street Address:</b>	7806 S University Way		
<b>City:</b>	Centennial		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80122		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1987676	TERMINAL VELOCITY	
<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>	gavan@cookandcooklaw.com		
<b>Correspondent Name:</b>	Gavan Cook		
<b>Address Line 1:</b>	731A Emerson Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94301		
<b>NAME OF SUBMITTER:</b>	Gavan Cook		
<b>SIGNATURE:</b>	/Gavan Cook/		
<b>DATE SIGNED:</b>	09/18/2023		
<b>Total Attachments: 7</b>			
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## **INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY PURCHASE AND ASSIGNMENT AGREEMENT** (this "Assignment Agreement") is made on the 24th day of January 2022. ("Effective Date") and made

### **BETWEEN**

- (1) **Terminal Reality, Inc.**, a company incorporated in the United States of America, State of Texas, and having its office at 8 Payson St., Lexington, MA 02421 ("Assignor").

### **AND**

- (2) **Ziggurat Interactive, Inc.**, a company incorporated in the United States of America, State of Colorado, and having its office at 7806 S University Way, Centennial CO 80122 (the "Assignee"),

each a "Party", and together the "Parties", to this Agreement.

### **BACKGROUND**

- (A) The Assignor is the sole and exclusive owner throughout the world of all rights to the IP Assets (as defined below) of the computer video game called "Terminal Velocity" developed by Assignor.
- (B) The Assignor has agreed to sell and assign the IP Assets of Terminal Velocity to the Assignee upon the terms and conditions of this Agreement.
- (C) Concurrent with the execution of this Assignment Agreement, Assignor and Assignee are entering into a development agreement under which Assignor will provide certain software development services relating to a re-master of the Terminal Velocity game, including a license to certain engine software owned by Assignor that will be utilized in connection with Assignor's services in the connection with the re-mastered game (the "Development Agreement").

**TRADEMARK**

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**IT IS HEREBY AGREED** as follows:

1. **INTERPRETATION**

1.1 **Definitions**

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Affiliate" means any person which from time-to-time controls, is controlled by or is under common control with a Party to this Agreement, in each case only for so long as such control exists. As used in this definition, "control" of a person means the beneficial ownership (either directly or indirectly) of more than fifty per cent (50%) of the total voting power of the shares or securities then outstanding normally entitled to vote in elections of the board of directors or other managing authority of such person.

"Business Day" means any day other than Saturday or Sunday on which the authorized banks are open for business in the United States.

"Consideration" has the meaning ascribed to it in Clause 2.1.

"Intellectual Property" means any and all intellectual property rights throughout the world including (but not limited to) all of the following, and all rights in, arising out of, or associated therewith (in each case, whether registered or not): (i) patents; (ii) know-how, trade secrets, ideas, concepts, inventions, discoveries, developments, devices, methods and processes (in each case, whether or not patentable); (iii) trademarks, service marks, business names, trade names, and domain names; (iv) rights in any designs; (v) copyright, software, source codes, object codes, specifications and other works of authorship, databases and database rights; (vi) any and all other intellectual property rights, and related documentation with respect to all of the foregoing; (vii) any and all registrations of, or applications to register, or any rights to register or apply to register, any of the foregoing; and/or (viii) any similar or analogous rights anywhere in the world.

"IP Assets" means any and all Intellectual Property listed in Schedule 1, including any and all common law and unregistered rights therein and/or in relation thereto and any and all royalties, fees, income, payments and other proceeds hereafter due or payable with respect thereto.

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REEL: 008202 FRAME: 0277 10e9248a

"Representative" means any director, officer, employee, representative, adviser and/or agent of a Party.

## 1.2 **Construction**

In this Agreement, where the context admits:

- (A) references to "this Agreement" are references to this agreement and such other agreement or document duly executed by the Parties as may amend, vary, supplement, modify or novate this Agreement from time to time;
- (B) references to "Clauses" and "Schedules" in this Agreement are references to the clauses and schedules of and to this Agreement, and each Schedule shall have effect as if set out in this Agreement;
- (C) the headings and sub-headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement;
- (D) the singular includes the plural and vice versa, references to the masculine, feminine and the neuter shall include all such genders, and words denoting persons shall include natural persons, bodies corporate, unincorporated associations and partnerships;
- (E) references to any Party includes its successors and permitted assigns; and
- (F) references to "in writing" includes typewriting, printing, lithography, photography, email messages, and other modes of reproducing words in a legible and non-transitory form.

## 2. **SALE AND ASSIGNMENT**

- 2.1 Assignee shall pay to Assignor [REDACTED] (the "Consideration") in accordance with Clause 2.4. as full and final payment for the sale and transfer of any and all rights, title and interests in and to the IP Assets, and any and all obligations of the Assignor under this Agreement, with such Consideration to be paid as follows:

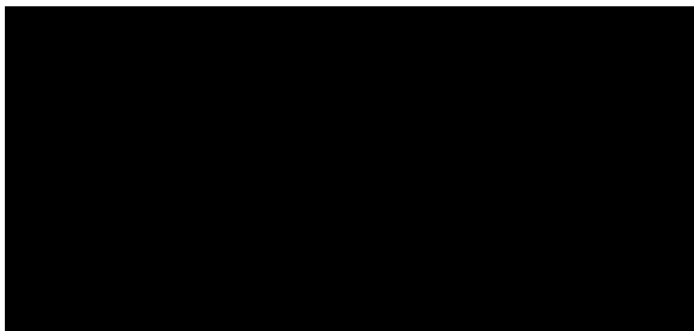
(a) Upon full execution of this Assignment Agreement, Assignee shall pay to Assignor the sum of [REDACTED].

2.2 Upon full payment of the Consideration, Assignor hereby sells, assigns, grants, conveys and transfers to Assignee, effective as of the date of the full payment of the Consideration, all of the Assignor's rights, title and interest in and to, and all goodwill associated with, the IP Assets, and Assignee hereby accepts the IP Assets, upon the terms and conditions herein, and the Assignor hereby irrevocably assigns and transfers to the Assignee, all rights, title and interest in and to the IP Assets to the fullest extent permitted by law, including, without limitation:

- (A) all goodwill therein;
- (B) any Intellectual Property relating to or used by the IP Assets, but excluding the Photex Engine; and
- (C) the right to bring, make, oppose, defend and/or appeal any proceedings, claims or actions, and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the IP Assets whether occurring before, on or after the date the Consideration is paid in full.

Assignee shall not assume, or otherwise be responsible for, the Assignor's liabilities or obligations with respect to the IP Assets, whether actual or contingent, matured or unmatured, liquidated or unliquidated, known or unknown, whether arising out of occurrences prior to, at or after the Effective Date.

2.4 The Assignee shall pay to the Assignor the Consideration within ten (10) Business Days of the Effective Date by direct transfer (for which the Assignee shall bear any and all bank or other charges) to the following bank account:



**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

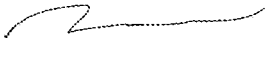
**SIGNED** by a duly authorized )

representative for and on behalf of )

**TERMINAL REALITY, INC.** )

Name : Mark Randel )

Title: President )

Signed:   
\_\_\_\_\_

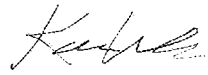
**SIGNED** by a duly authorized )

representative for and on behalf of )

**ZIGGURAT INTERACTIVE, INC.** )

Name : Katharine Woods )

Title: Vice President )

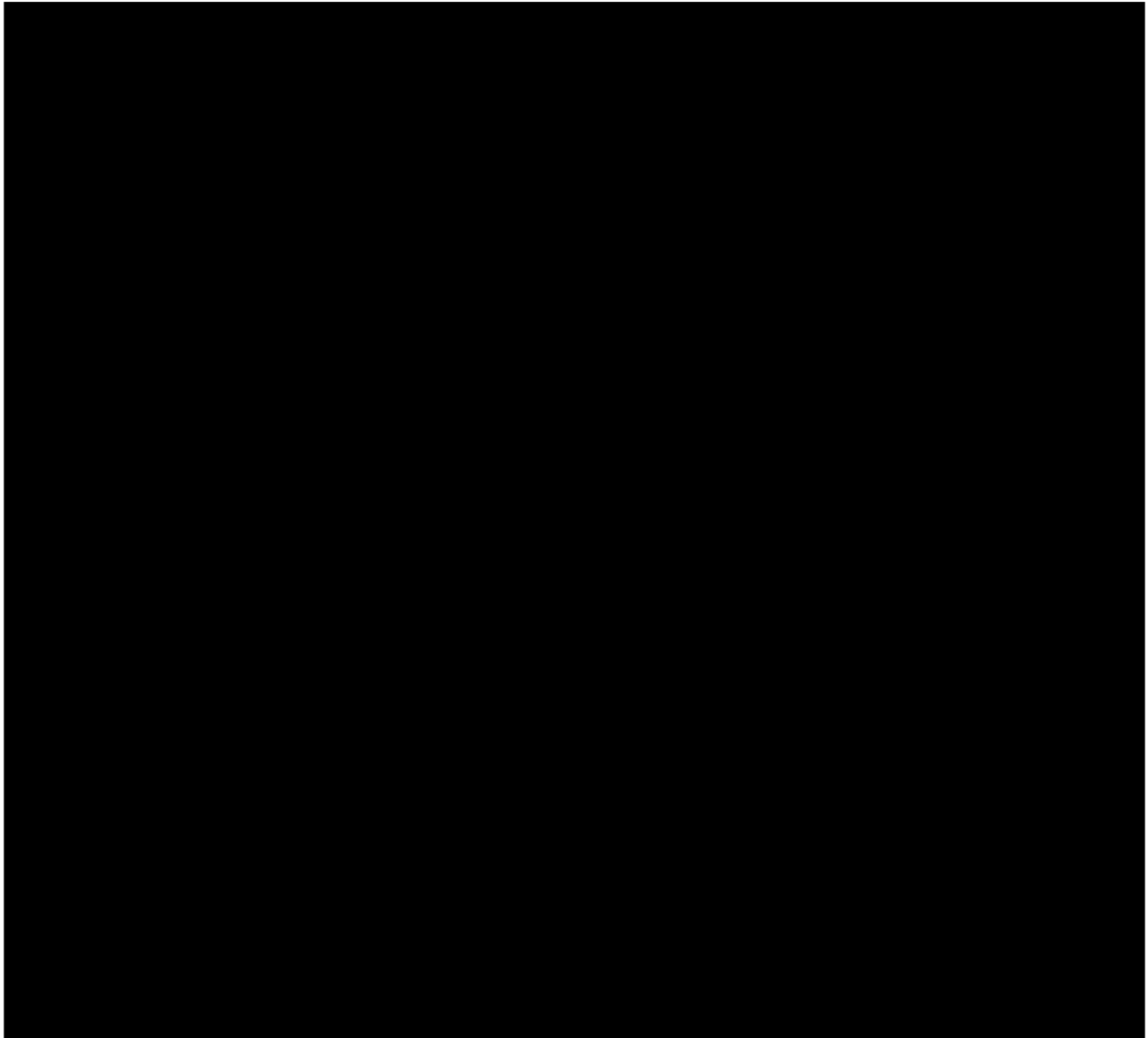
Signed:   
\_\_\_\_\_

**TRADEMARK**

**SCHEDULE 1**

**IP Assets**

The interactive computer video game titled "Terminal Velocity" developed and first published by Terminal Reality, Inc., on or about May 1995.



**Trademarks for the IP Assets:**

U.S. Trademark Registration No. 1987676 :

**TRADEMARK**



<b>Word Mark</b>	<b>TERMINAL VELOCITY</b>
<b>Goods and Services</b>	IC 028. US 022 023 038 050. G & S: computer game software. FIRST USE: 19950501. FIRST USE IN COMMERCE: 19950501
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	74616980
<b>Filing Date</b>	December 30, 1994
<b>Current Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	August 15, 1995
<b>Registration Number</b>	1987676
<b>Registration Date</b>	July 16, 1996
<b>Owner</b>	(REGISTRANT) Terminal Reality Inc. CORPORATION TEXAS P.O. Box 271721 Flower Mound TEXAS 75027
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Affidavit Text</b>	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20150916.
<b>Renewal</b>	2ND RENEWAL 20150916
<b>Live/Dead Indicator</b>	LIVE