

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841325

<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>
Enthusiast Gaming Inc.	FORMERLY Enthusiast Gaming Media Inc.	09/29/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gamurs Pty Ltd		
<b>Street Address:</b>	46 Kippax Street		
<b>City:</b>	Surry Hills		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	2010		
<b>Entity Type:</b>	Proprietary Limited Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3611368	DESTRUCTOID	
<b>Registration Number:</b>	3120453	THE ESCAPIST	
<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>Phone:</b>	9174777942		
<b>Email:</b>	roger@esports.law		
<b>Correspondent Name:</b>	Roger Quiles		
<b>Address Line 1:</b>	1177 Avenue of Americas, 5th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Gamurs Inc.		
<b>Address Line 1:</b>	3913 Medical Parkway, unit 201		
<b>Address Line 4:</b>	Austin, TEXAS 78756		
<b>NAME OF SUBMITTER:</b>	Roger Quiles		
<b>SIGNATURE:</b>	/Roger Quiles/		
<b>DATE SIGNED:</b>	09/22/2023		

OP \$65.00 3611368

**Total Attachments: 7**

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## GENERAL CONVEYANCE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS AGREEMENT** (the “**Agreement**”) is made as of the 29th day of September, 2022 (the “**Closing Date**”) between **GAMURS PTY LTD.** (the “**Purchaser**”), and **ENTHUSIAST GAMING INC.** (the “**Seller**”).

**WHEREAS** the Purchaser and the Seller have entered into an asset purchase agreement dated as of the Closing Date (the “**Asset Purchase Agreement**”), pursuant to which the Seller agreed to sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser agreed to purchase, acquire, and accept from the Seller, all of the Seller’s rights, title and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement) set forth on Schedule 1.1 to the Asset Purchase Agreement, including all of the Seller’s right’s title, and interest in and to any contracts set forth on Schedule 1.1 (the “**Transaction**”);

**AND WHEREAS** the Transaction set forth in the Asset Purchase Agreements provides for, among other things, the assignment of the Seller’s liabilities and obligations arising on or after the Closing Date relating to the Purchased Assets set forth on Schedule 1.1 to the Asset Purchase Agreement, and Transferred Individuals (as defined in the Asset Purchase Agreement) set forth on Schedule 3.3 to the Asset Purchase Agreement, and the assumption, payment, performance and discharge by the Purchaser of the Assumed Liabilities (as defined in the Asset Purchase Agreement) arising on or after the Closing Date;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the respective covenants and agreements herein contained and other good and valuable consideration now paid by the Purchaser to the Seller, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties agree as follows:

### 1. Definitions

Unless otherwise specifically defined in this Agreement, any capitalized terms used in this Agreement shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

### 2. General Conveyance of Purchased Assets

Subject to the Asset Purchase Agreement, the Seller hereby sells, assigns, transfers, conveys and unto the Purchaser, and the Purchaser hereby purchases, acquires and accepts, effective as of the time of closing on the Closing Date, all of the Seller’s rights, title and interest in and to the Purchased Assets set forth on Schedule 1.1 to the Asset Purchase Agreement, including Seller’s right, title and interest in and to any contracts set forth on Schedule 1.1 to the Asset Purchase Agreement. With respect to the trademarks held by the Seller as set forth on Schedule 1.1 to the Asset Purchase Agreement, Seller hereby authorizes the Director of the United States Patent & Trademark office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the trademark and title thereto as the property of Purchaser.

**2. Assignment and Assumption of Assumed Liabilities**

Subject to the Asset Purchase Agreement, the Seller does hereby transfer, assign and set-over to the Purchaser the Assumed Liabilities with effect as, at and from the Closing Date, and the Purchaser does hereby covenant and undertakes to discharge, perform and fulfill to the extent required thereunder, and hereby accepts and assumes all of the Assumed Liabilities.

**3. Asset Purchase Agreement in Full Force and Effect**

This Agreement is entered into pursuant to the Asset Purchase Agreement, and it not in derogation of any of the rights, obligations, covenants or agreements which the Seller and the Purchaser may have under the Asset Purchase Agreement. To the extent that there is any conflict between the terms and provisions of this Agreement and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern.

**4. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

**5. Entire Agreement**

The parties hereto acknowledge that this Agreement and the Asset Purchase Agreement constitute the entire agreement between them with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, negotiations and discussions between them, whether written or oral, relating to the subject matter hereof.

**6. No Assignment**

No assignment hereof or of any rights or obligations under this Agreement may be made by any party to this Agreement (by operation of law or otherwise) without the prior written consent of the other party to this Agreement and any attempted assignment without such required consent shall be without effect.

**7. Survival**

This Agreement shall survive the completion of the transaction provided for in the Asset Purchase Agreement and continue in full force and effect thereafter. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**8. Severability**

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

**9. No Waiver**

No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.


**10. Counterparts**

This Agreement may be executed by counterparts and by facsimile or electronic (e-mail) transmission, and if so executed, each document shall be deemed to be an original, shall have the same effect as if all parties hereto had executed the same copy of this Agreement in hard copy and all of which copies when taken together shall constitute one and the same document.

*<Signature Page Follows>*

**IN WITNESS** whereof the parties have executed this Agreement as of the Closing Date.

**GAMURS PTY LTD.**

Per:   
Name: Riad Chikhani  
Title: Authorized Signing Officer  
*I have authority to bind the corporation.*

**ENTHUSIAST GAMING INC.**

Per: \_\_\_\_\_  
Name: Eric Bernofsky  
Title: Authorized Signing Officer  
*I have authority to bind the company*

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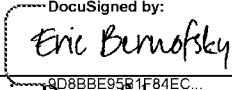
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**IN WITNESS** whereof the parties have executed this Agreement as of the Closing Date.

**GAMURS PTY LTD.**

Per: \_\_\_\_\_  
Name: Riad Chikhani  
Title: Authorized Signing Officer  
*I have authority to bind the corporation.*

**ENTHUSIAST GAMING INC.**

Per:  \_\_\_\_\_  
Name: Eric Bernofsky  
Title: Authorized Signing Officer  
*I have authority to bind the company*

#5411394 | 4130092

**Item Name**

**URL (if any)**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Trademarks held by the Seller in respect of Destructoid including but not limited to USPTO Reg. No. 3611368

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Item Name

URL (if any)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Trademarks held by the Seller in respect of  
ESCAPISTMAGAZINE, including all of Seller's rights in or to  
related registered trademarks,  
Reg. No. 3120453 (US), Reg. No. 3859638 (US), Filing No.  
008631418 (EU)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]