

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mane6, Inc.		01/10/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Maximum Entertainment, LLC		
Street Address:	1485 Treat Boulevard		
Internal Address:	Suite 200		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94597		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5481428	THEM'S FIGHTIN' HERDS	
CORRESPONDENCE DATA			
Fax Number:	5104511527		
<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:	(510) 451-3300		
Email:	trademarks@donahue.com		
Correspondent Name:	Dawn Newton		
Address Line 1:	1999 Harrison Street		
Address Line 2:	Suite 2600		
Address Line 4:	Oakland, CALIFORNIA 94612		
NAME OF SUBMITTER:	Eric Baxter		
SIGNATURE:	/Eric Baxter/		
DATE SIGNED:	01/17/2024		
Total Attachments: 3			
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CH \$40.00 5481428

Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 10th day of January, 2024 (the "Effective Date") by and between Mane6, Inc. (the "Assignor"), a Delaware Corporation located at 11415 Commonwealth Drive, Rockville MD 20952 and Maximum Entertainment, LLC (the "Assignee"), a California Limited Liability Company located at 1485 Treat Boulevard, Suite 200, Walnut Creek, CA.

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: THEM'S FIGHTIN' HERDS

Registration Number: 5481428

State of Registration: USA

Date of Registration: May 29th, 2018

Description of Goods/Services: Class 9 - Computer game programs; Computer game software; Computer game software for use on mobile and cellular phones; Downloadable computer game programs; Downloadable electronic game programs; Downloadable computer games via the internet and wireless devices; Electronic game programs

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
3. **Consideration.** Assignor acknowledges that rights to, and ownership of, the Mark were sold for good and valuable consideration to Assignee in accordance the terms of the Asset Purchase Agreement entered into by the parties hereto and dated 23rd December 2021 (the "**Asset Purchase**

Agreement”). Further, Assignor and Assignee agree that Assignee shall pay Assignor the sum of \$1.00, receipt of which is hereby acknowledged, in consideration for assignment of the Mark.

4. **Execution and Delivery.** On completion of this Agreement, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee’s title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.
6. **Implementation of Asset Purchase Agreement.** This Agreement is intended to effect the legal assignment of the Mark from the Assignor to the Assignee in implementation of the provisions of the Asset Purchase Agreement.
7. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.
8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of California for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

By: Mane6, Inc

Name: **Aaron Stavelly**

Title: **President**

Signature: _____

DocuSigned by:
Aaron Stavelly
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By: Maximum Entertainment, LLC

Name: **Christina Seelye**

Title: **CEO**

Signature: _____

DocuSigned by:
Christina Seelye
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