

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI129475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THQ Nordic AB		03/28/2024	Company: SWEDEN
RECEIVING PARTY DATA			
Company Name:	Saber Interactive Inc.		
Street Address:	2200 N. Ocean Boulevard, #CU4		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33305		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2652421	STUNTMAN	
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:	212626-4536		
Email:	NYCTrademarks@bakermckenzie.com		
Correspondent Name:	Inez Asante		
Address Line 1:	452 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Gisette Goris		
SIGNATURE:	Gisette Goris		
DATE SIGNED:	04/02/2024		
Total Attachments: 5			
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ASSET ASSIGNMENT AGREEMENT

This ASSET ASSIGNMENT AGREEMENT (“Assignment”), dated as of March 28, 2024 (the “Effective Date”), by and between THQ Nordic AB, a company formed in Sweden, with its principal address at Embracer Group AB, Tullhusgatan 1B in Karlstad (“Assignor”), and Saber Interactive Inc., a Delaware corporation, with its principal address at 2200 N. Ocean Boulevard, #CU4, Fort Lauderdale, FL 33305 (“Assignee”). Assignor and Assignee may be referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Purchase Agreement, dated as of March 14, 2024, by and among Seller Parties, Buyer Parties, Saber, and Assignee (the “Purchase Agreement”), Seller Parties or their Affiliates (including Assignor) agreed to convey, transfer and assign to Assignee all of Assignor’s right, title, and interest in and to all of the Transferred Assets, including, but not limited to, the titles, trademarks, and copyrights as set forth on Schedule A (collectively, the “Assigned Intellectual Property”); and

WHEREAS, Assignor wishes to assign any and all right, title and interest it may have in and to the Assigned Intellectual Property to Assignee, and Assignee desires to acquire the same.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual provisions set forth herein, the Parties each agree as follows:

1. Assignment and Assumption. Assignor hereby irrevocably and unconditionally assigns, conveys, delivers and transfers to Assignee, and Assignee hereby accepts and acquires (a) all of Assignor’s right, title, and interest in and to the Assigned Intellectual Property, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee, and (b) all of Assignor’s rights to benefits, priority rights, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all rights to (i) apply for and maintain all applications, registrations, renewals and extensions thereof, and claim priority based on such Assigned Intellectual Property under the laws of any jurisdiction, as well as prosecute, register, and defend such Assigned Intellectual Property before the United States Patent and Trademark Office, and any other relevant public or private agencies, authorities, or registrars, (ii) sue, claim and recover damages and obtain other equitable relief for past, present and future infringement, misappropriation, dilution or other violations of any Assigned Intellectual Property, and (iii) commercialize, exploit, or grant licenses or other interests thereto.

2. Ownership; No Challenge. Assignor hereby acknowledges and agrees that Assignee shall be the exclusive owner of the Assigned Intellectual Property. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging in any jurisdiction (a) Assignee’s rights, title, and interests in and to the Assigned Intellectual Property or (b) Assignee’s right to use and control the Assigned Intellectual Property.

3. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any other similar or empowered agency in any jurisdiction to record Assignee as the owner of the Assigned Intellectual Property in accordance with the terms of this Assignment, and to issue all such registration, certificate, or documentation in such jurisdiction in the name and for the benefit of Assignee. Assignor further hereby authorizes the current registrar of the domain name in the Assigned Intellectual Property to transfer the ownership and control of such domain name to Assignee.

4. Further Assurances. Assignor agrees that from time to time, at the reasonable request of Assignee and at Assignee's sole expense, Assignor shall execute and deliver such other lawful documents as are legally or administratively necessary to effectuate Assignor's assignment, transfer, and conveyance of the Assigned Intellectual Property and the transactions contemplated by this Assignment. Assignor acknowledges and agrees that Assignee may perfect and record this Assignment or such other lawful documentation in any jurisdiction throughout the world, and that Assignor shall reasonably cooperate with Assignee's reasonable requests related thereto. Assignor hereby appoints Assignee as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments solely as necessary to perfect legal title in and to the Assigned Intellectual Property (as applicable) in Assignee's name with any intellectual property governmental offices in any jurisdiction throughout the world. This power of attorney shall be irrevocable.

5. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

6. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed and construed in all respects in accordance with the laws of the State of Delaware (without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction).

8. Entire Agreement. This Assignment, together with the Schedule hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

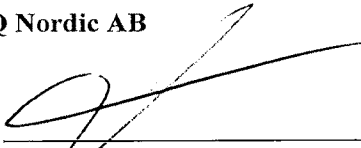
9. Counterparts. The Parties may execute this Assignment in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Parties. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by email transmission in portable document format ("pdf") or ".tiff" format that includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized representatives as of the Effective Date.

ASSIGNOR:

THQ Nordic AB

By: 
Name: Ian Gulam
Title: Director

[Signature Page to Asset Assignment Agreement]

ASSIGNEE:

Saber Interactive Inc.

DocuSigned by:
Andrey Iones

By: _____
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Name: Andrey Iones

Title: Chief Executive Officer

[Signature Page to Asset Assignment Agreement]

TRADEMARK
REEL: 008387 FRAME: 0122

Schedule A

Unregistered Copyrights

- The “*Stuntman Ignition Franchise*”, encompassing the “*Stuntman Ignition Video Game*” (a stunt driving single-player and multiplayer game whereby the player's goal is to complete all of the stunts assigned by the director in each of the six fictional films).
- The “*New Stuntman Video Game*” (also known as “*Stuntman: Hollywood*”), currently in development by Saber on behalf of Assignor.

Trademarks

Trademark Name	Serial Number	Registration No.	Owner
STUNTMAN	76052134	2652421	THQ Nordic AB

Agreements

- All of Assignor's rights or interests in those certain agreements relating to the Stuntman video game franchise that were acquired by Assignor (or an Affiliate) from THQ Inc. in 2012 through a bankruptcy auction process, subject to any third party consents, restrictions or other rights thereto.