

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383300

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Obsidian Entertainment, Inc. | | 04/15/2016 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Dark Rock Industries Limited | | |
| Street Address: | 100 Spectrum Center Drive, Suite 200 | | |
| City: | Irvine | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92618 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86483172 | PILLARS OF ETERNITY | |
| Registration Number: | 4819833 | PILLARS OF ETERNITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8052301355 | | |
| <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: | 8052301350 | | |
| Email: | emanzur@socalip.com | | |
| Correspondent Name: | SoCal IP Law Group LLP | | |
| Address Line 1: | 310 N. Westlake Blvd., Suite 120 | | |
| Address Line 4: | Westlake Village, CALIFORNIA 91362 | | |
| NAME OF SUBMITTER: | Elisha Manzur | | |
| SIGNATURE: | /Elisha Manzur/ | | |
| DATE SIGNED: | 05/05/2016 | | |
| Total Attachments: 2 | | | |
| source=Pillars of Eternity Trademark and ITU application assignment 04 06 2016.doc#page1.tif | | | |
| source=Pillars of Eternity Trademark and ITU application assignment 04 06 2016.doc#page2.tif | | | |

OP \$65.00 86483172

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“this Agreement”) is entered into by and between Obsidian Entertainment, Inc., a California corporation (“Assignor”) and Dark Rock Industries Limited, a California corporation (“Assignee”), and is made with respect to the following recitals and is made effective as of the date of the final signature below.

WHEREAS, Assignor has used the mark PILLARS OF ETERNITY as a trademark and has thereby obtained goodwill in the mark (“the Assignor Trademark”).

WHEREAS, Assignor has registered Assignor Trademark, namely in U.S. Trademark Serial No. 4,819,833 for the mark PILLARS OF ETERNITY, in Madrid Protocol International Registration No. 1246379 for the mark PILLARS OF ETERNITY designating, and for which protection has been granted, in Japan and Korea, and in Madrid Protocol International Registration No. 1242224 for the mark PILLARS OF ETERNITY designating, and for which protection has been granted, in the European Union, Japan and Korea (“the Assignor Registrations”).

WHEREAS, Assignor has applied for registration of the Assignor Trademark (“the Assignor Applications”), namely:

| Mark | Country | Serial No. / App. No. | Designated and Pending Countries (if applicable) |
|---------------------|---------------|-----------------------|--|
| PILLARS OF ETERNITY | U.S. | 86483172 | |
| PILLARS OF ETERNITY | Canada | 1,731,332 | |
| PILLARS OF ETERNITY | Canada | 1,731,334 | |
| PILLARS OF ETERNITY | International | 1246379 | EU, China, Russian Federation |
| PILLARS OF ETERNITY | International | 1242224 | China, Russian Federation |

WHEREAS, Assignee has become the successor of the ongoing and existing business or portion thereof of Assignor to which the Assignor Trademark pertains.

In consideration of the premises, mutual covenants and agreements contained in this Agreement, the parties agree as follows:

Terms and Conditions

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Assignor Trademark in any typeface, stylization, colors, and/or capitalization, and any US state, federal or foreign applications and registrations of the foregoing, including the Assignor Applications, including the goodwill associated therewith and, together with the portion of the business to which the Assignor Trademark pertains (altogether, “the Assignor Trademark Rights”). Assignor will execute any documents reasonably necessary to effect the transfer of the Assignor Trademark Rights to Assignee.
2. Assignor acknowledges receipt of adequate consideration.

3. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of law.
4. The parties hereto are separate and independent legal entities. Nothing herein contained will be construed or deemed hereby to create a principal/agent relationship between the parties nor any form of partnership or joint venture.
5. This Agreement may be executed in two or more counterparts each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

Signatures

Obsidian Entertainment, Inc.
100 Spectrum Center Drive, Suite 200
Irvine, CA 92618

DocuSigned by:
Feargus Urquhart
AE1F1B3F7D504DD...

Feargus Urquhart, CEO

4/15/2016 | 11:34 AM PT

Date

Dark Rock Industries Limited
100 Spectrum Center Drive, Suite 200
Irvine, CA 92618

DocuSigned by:
Feargus Urquhart
AE1F1B3F7D504DD...

Feargus Urquhart, CEO

4/15/2016 | 11:34 AM PT

Date