

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399878

<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>
Thomas Oliveira		07/01/2016	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FaZe Clan Inc.		
<b>Street Address:</b>	42 Sunnyside Blvd		
<b>City:</b>	Plainview		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11803		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4906907	FAZE CLAN	
<b>Registration Number:</b>	4421862	FF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129748474		
<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>	2129747474		
<b>Email:</b>	tm@cdas.com		
<b>Correspondent Name:</b>	Cowan DeBaets Abrahams & Sheppard		
<b>Address Line 1:</b>	41 Madison Avenue, 38th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10010		
<b>NAME OF SUBMITTER:</b>	Joshua B. Sessler		
<b>SIGNATURE:</b>	/jbs/		
<b>DATE SIGNED:</b>	09/27/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (the "Agreement") is entered into as of July 1, 2016 (the "Effective Date"), by and between Thomas Oliveira, an individual ("Assignor"), and FaZe Clan Inc., a Delaware corporation ("Assignee", and together with Assignor, the "Parties", and each, a "Party").

**WHEREAS**, Assignor has obtained trademark registrations (the "Registrations") from the United States Patent and Trademark Office for the trademarks listed on Schedule A hereto and incorporated by reference herein (the "Assigned Trademarks");

**WHEREAS**, pursuant to the Registrations, Assignor owns all right, title and interest, in the United States and its territories (the "U.S."), in and to the Assigned Trademarks;

**WHEREAS**, Assignee is a successor to all or a portion of Assignor's business to which the Assigned Trademarks pertain; and

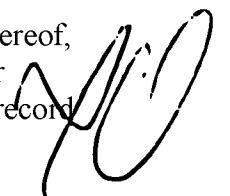
**WHEREAS**, Assignor wishes to transfer and assign to Assignee all of its right, title and interest in and to the Assigned Trademarks, along with any and all other trade name, trade dress, goodwill, and other intellectual property rights associated therewith, the right to sue for infringement thereunder, and the entire business related thereto, and Assignee wishes to accept the transfer and assignment of same.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor, as of the Effective Date, transfers and assigns to Assignee, as part of the business or portion thereof to which the Assigned Trademarks pertain as required by 15 U.S.C. § 1060, free and clear of all encumbrances, any and all of: (a) Assignor's entire right, title, and interest in and to the Assigned Trademarks; (b) Assignor's entire right, title and interest in and to all renewals and extensions of the Assigned Trademarks; (c) Assignor's statutory, common law, equitable and civil law rights (whether arising under federal, state or provincial law in the U.S.) related to the Assigned Trademarks; (d) the goodwill developed through use of the Assigned Trademarks; (e) Assignor's right to sue and recover for, and the right to profits or damages due or accrued in connection with, any and all past, present or future infringement or dilution of the Assigned Trademarks in the U.S.; and (f) Assignor's entire right, title, interest and obligations under any and all agreements executed by and between Assignor and any third party wherein Assignor granted such third party any rights or consents in and to the use or exploitation of the Assigned Trademarks.

2. Assignor further agrees, without further consideration, to undertake, at the request of Assignee, to execute and deliver such further documentation, including confirmatory intellectual property assignments as reasonably requested by Assignee, its successors, assigns and nominees, to obtain from Assignor record title to the Assigned Trademarks transferred herein in the U.S.

3. Assignor hereby acknowledges and agrees that from and after the Effective Date hereof, the Assignee shall be the sole and exclusive owner of the Assigned Trademarks. Assignor further authorizes and requests the appropriate authority or authorities whose duty it is to record



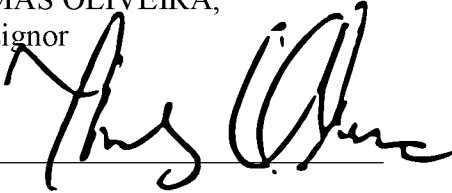
trademarks and any applications and title thereto, to record the trademarks and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Agreement.

*[Signature Page Follows]*

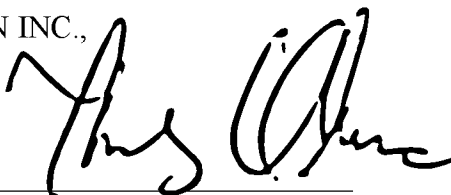
A handwritten signature in black ink, appearing to be the initials 'AC' or similar, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date

THOMAS OLIVEIRA,  
as Assignor

  
\_\_\_\_\_

FAZE CLAN INC.,  
as Assignee

  
By: \_\_\_\_\_

Name: Thomas Oliveira  
Title: Chief Executive Officer

SCHEDULE A

ASSIGNED TRADEMARKS

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
FAZE CLAN	4906907	March 1, 2016
FF	4421862	October 22, 2013

