

10/25/2016

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM401236

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
			DELAWARE PS
Name	Formerly	Execution Date	Entity Type
Rock You Inc		07/01/2015	Corporation: CALIFORNIA

25th
 October
 2016.

RECEIVING PARTY DATA	
Name:	Playdemic Limited
Street Address:	Freedom House
City:	Wilmslow
State/Country:	UNITED KINGDOM
Postal Code:	SK9 1AX
Entity Type:	Limited Liability Company; UNITED KINGDOM

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	4059838	GOURMET RANCH
Registration Number:	4059837	PLAYDEMIC

CORRESPONDENCE DATA
Fax Number:
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.
Email: paul.gouge@playdemic.com
Correspondent Name: Playdemic Limited
Address Line 1: Freedom House
Address Line 4: Wilmslow, UNITED KINGDOM SK9 1AX

OP: \$65.00 4059838

NAME OF SUBMITTER:	Paul Gouge
SIGNATURE:	/paulgouge/
DATE SIGNED:	10/07/2016

Total Attachments: 4
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26 June 2015

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between

Rock You Inc, a company incorporated in Delaware (registered number 4089923) with registered office situated at 303 2nd Street, South Tower, Suite 200, San Francisco, CA 94107 ("Assignor")

and

Playdemic Limited, a company incorporated in England and Wales (registered number 07106742) with registered office situated at Freedom House, Church Street, Wilmslow, Cheshire, SK9 1AS, UK ("Assignee").

WHEREAS,

Assignee is the owner of the actual Trademarks identified as follows:

1. Gourmet Ranch (USPTO Registration Number 4059838 and International Registration Number 1095958) and;
2. Playdemic (Registration Number 4059837 International Registration Number 1095913)

(Collectively the "Trademarks") and the Assignor has certain registrations for the Trademarks in its name; and

WHEREAS,

Assignee wishes to acquire entire rights, title, and interest that the Assignor may have in the Trademarks in perpetuity;

NOW, the parties agree as follows:

1. Ownership and Assignment. Assignor hereby confirms to Assignee that Assignee is the legal and beneficial owner and uses the Trademarks notwithstanding that certain registrations in respect of the Trademarks are currently in the name of Assignor. Accordingly Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), that Assignor may have in and to the Trademarks.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$10. Receipt of which is acknowledged by Assignor
3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here:

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of San Francisco and the State of California.

Date: July 1, 2015

~~ASSIGNEE:~~ ROCKYOU, INC.

~~PLATDemic~~

Signature



Signature



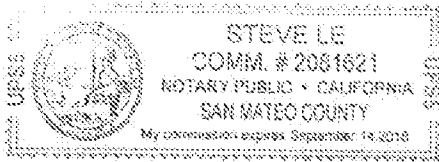
Printed Name

Yush Lee

Printed Name

PAUL GOUGE

General Counsel



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN MATEO

On 2-1-15 before me, STEVE LE, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared YUJIN LEE
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Handwritten Signature]

