

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jink.TV, Inc.		09/28/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Twitch Interactive, Inc.		
Street Address:	225 Bush Street		
Internal Address:	Attn: Trademarks		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4141806	AFTER HOURS GAMING LEAGUE	
CORRESPONDENCE DATA			
Fax Number:	2062667010		
<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>			
Email:	docket@amazon.com		
Correspondent Name:	Twitch Interactive, inc.		
Address Line 1:	225 Bush Street		
Address Line 2:	Attn: Trademarks		
Address Line 4:	San Francisco, CALIFORNIA 94104		
NAME OF SUBMITTER:	Thea Jokerst		
SIGNATURE:	/Thea Jokerst/		
DATE SIGNED:	10/17/2016		
Total Attachments: 8			
source=2016-09-29 Final Signed Domain & TM assignment agreement-AHGL#page1.tif			
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DOMAIN NAME TRANSFER & TRADEMARK ASSIGNMENT AGREEMENT

This Domain Name Transfer & Trademark Assignment Agreement (the “**Agreement**”) dated this 28 day of September, 2016 (the “**Effective Date**”)

BETWEEN:

Twitch Interactive, Inc. (“Purchaser”)

AND

After Hours Gaming League, LLC (“Seller 1”) and JINK.TV, Inc. (“Seller 2”), collectively “Sellers”

WITNESSES THAT WHEREAS:

- A. Seller 1 is the registrant of the Internet domain names AFTERHOURSGAMING.TV, AHGL.TV, AHGLTV.COM, and AFTERHOURSGAMINGTV.COM (the “**Domain Names**”); and
- B. Seller 1 has agreed to transfer and Purchaser has agreed to purchase the Domain Names on the terms and conditions set out in this Agreement.
- C. Seller 2 is the registrant of the United States Trademark, AFTER HOURS GAMING LEAGUE, Registration No. 4141806 (“**Registration**”), in the name of JINK.TV, Inc., together with the goodwill of the business symbolized by the trademark and any and all associated common law rights in the trademark (the “**Trademark**”); and
- D. Seller 2 has agreed to assign to Purchaser the Trademark on the terms and conditions set out in this Agreement.
- E. Seller 1 is the owner of any and all trademark and copyright rights in the logos depicted in Schedule C (“**Logo**”); and
- F. Seller 1 has agreed to assign to Purchaser the Logos on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the premises, covenants and agreements herein contained, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE

- 1.1 Sellers hereby transfer and assign to Purchaser: (1) all of Sellers’ right, title and interest in and to the Domain Names, including all of Sellers’ rights as the registrant of the Domain Names; (2) any and all rights in the Trademark including any common law rights associated therewith; (3) any and all copyright or trademark rights in the Logos; and (4)

any social media accounts related to AFTER HOURS GAMING LEAGUE owned by Sellers ("**Social Media Accounts**").

2. PURCHASE PRICE

2.1 The purchase price payable by Purchaser to Sellers for the Domain Names is \$1.00 USD (the "**Purchase Price**"), inclusive of all taxes of any sort. The Purchase Price will be payable upon successful completion of the transfer of the Domain Names and the assignment of the Registration to Purchaser.

3. TRANSFER OF DOMAIN NAMES AND ASSIGNMENT OF TRADEMARK

3.1 Immediately upon execution and delivery of this Agreement, each of the parties will work promptly and efficiently with the escrow agent Escrow.com to arrange:

- (a) the transfer of the Domain Names to Purchaser; and
- (b) payment of the Purchase Price to Seller in accordance with Section 2 above. Purchaser will be responsible for the charges of the escrow agent.

3.2 Immediately upon execution and delivery of this Agreement, each of the parties will work promptly and efficiently to arrange:

- (a) the transfer of the social media accounts listed in Schedule A to Purchase; and
- (b) the close of any social media accounts including the Trademark which are owned by Sellers and cannot be transferred.

3.3 Immediately upon execution and delivery of this Agreement, each of the parties will work promptly and efficiently to arrange:

- (a) The assignment of the Registration to Purchaser.
- (b) Seller 2 will sign, notarize and return to Purchaser the Trademark Assignment Agreement attached as Schedule B.

4. CESSATION OF USE

4.1 Immediately upon completion of the transfer of the Domain Names and assignment of the Registration to Purchaser, the Sellers and all persons and entities controlled by or affiliated with Seller shall refrain from using or seeking to register as a domain name, email address, metatag, keyword, social network user name, business name, corporate name, trade name or trademark, any word or combination of letters that is:

- (a) confusingly similar to the Domain Names; or
- (b) that is a variation or permutation of the word "AFTER HOURS GAMING".

5. REPRESENTATIONS AND WARRANTIES OF SELLER

5.1 Sellers represent and warrant to Purchaser, acknowledging that Purchaser is relying on these representations and warranties in entering into this Agreement, that:

- (a) Sellers are related entities, and are the legal and beneficial owners, registrants and users of the Domain Names, Trademark, Logos, and Social Media Accounts, have sufficient authority and right to enter into this Agreement and perform its obligations hereunder, and in particular, to transfer all title and ownership of the Domain Names and Trademark to Purchaser as provided in this Agreement, free and clear of all liens, charges and encumbrances;
- (b) as at the Effective Date, there are no outstanding or pending proceedings under the Uniform Dispute Resolution Policy and there have been no third party claims, threats or demands against Sellers or any persons or entities controlled by or affiliated with Sellers in connection with the registration and/or use of the Domain Names, Trademark, Logos, or Social Media Accounts, including claims for infringement of third party trade-mark or other intellectual property rights;
- (c) there is no contract, option or any other right of any person binding upon Sellers, or which at any time may become binding upon Sellers, to sell, transfer, assign, license or in any other way dispose of or encumber the Domain Names, Trademark, Logos, or the Social Media Accounts, other than pursuant to the provisions of this Agreement; and
- (d) neither Sellers nor any person or entity controlled by or affiliated with Sellers are the registrant or owner of any domain name, email address, metatag, keyword, social network user name, business name, corporate name, trade name or trade-mark, comprised of any word or combination of letters that is:
 - (i) confusingly similar to the Domain Names; or
 - (ii) that is a variation or permutation of the word "AFTER HOURS GAMING".

6. COVENANTS OF SELLERS

6.1 Except to the extent Sellers are specifically required by governmental authorities or are otherwise legally ordered to do so by any Court, tribunal, administrative or governmental authority, neither Sellers nor any person or entity controlled by or affiliated with Sellers will, at anytime in the future:

- (a) disclose to any third party the amount paid by Purchaser to Sellers hereunder for the Domain Names and Trademark, except that Sellers may disclose the general nature of the transaction to third parties with whom Sellers have done business;

- (b) publicize this transaction and in the event that any third party approaches Sellers for information about the sale of the Domain Names, such third party will either be ignored and not responded to or told that such information is not available; or
- (c) directly or indirectly interfere with Purchaser's or any assignee of Purchaser's rights in the Domain Names or Trademark or Purchaser's or any assignee of Purchaser's use or registration, or future transfer, of the Domain Names and Trademark.

7. GENERAL

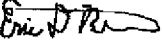
- 7.1 Each of the parties will execute and deliver such further and other documents as may be necessary to give effect to this Agreement and to carry out its provisions.
- 7.2 Except as specified in Section 3.1 above, each of the parties will be responsible for payment of their own fees, costs and expenses incurred in connection with the transfer of the Domain Names and assignment of the Trademark. Sellers will be responsible for the payment of any applicable taxes arising as a result of its sale of the Domain Names and Trademark herein.
- 7.3 This Agreement will inure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and assigns.
- 7.4 This Agreement embodies the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other understandings, agreements, representations or warranties, whether expressed or implied, written or oral, relating thereto. This Agreement may only be varied in writing, signed by an authorized representative of each party.
- 7.5 This Agreement will be governed by the laws of the State of Washington and the laws of United States applicable therein. All disputes arising from or relating to the Agreement will be adjudicated in the U.S. District Courts in Seattle, Washington.
- 7.6 This Agreement may be executed by the parties in counterparts. Each party may use facsimile transmission to deliver an executed copy of this Agreement but will forward by commercial courier an originally executed copy to the other party promptly following execution. Time is of the essence in all matters related to this Agreement.
- 7.7 In the event that any provision of this Agreement is not enforceable, such provision will be severed from this Agreement, and the remainder of this Agreement will remain in full force and effect.


7.8 Sections 4, 5, 6 and 7 of this Agreement will survive the completion of the transfer of the Domain Name and the Trademark to Purchaser.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to have effect from the Effective Date.

**AFTER HOURS GAMING LEAGUE,
LLC**

JINK.TV

By:  _____
A8CB307340124F1...

By:  _____
A8CB307340124F1...

Name: Eric Burkhart

Name: Eric Burkhart


Title: COO

Title: COO

Date: 9/28/2016

Date: 9/28/2016

TWITCH INTERACTIVE, INC.

By:  _____
7795EB205D5149A...

Name: colin carrier

Title: CSO

Date: 9/28/2016

SCHEDULE A
SOCIAL MEDIA ACCOUNTS

Twitch:

<https://www.twitch.tv/ahgltv>
<https://www.twitch.tv/ahgltv2>
https://www.twitch.tv/ahgl_lol
https://www.twitch.tv/ahgl_csgo
https://www.twitch.tv/ahgl_sc2
https://www.twitch.tv/ahgl_dota
https://www.twitch.tv/ahgl_hearthstone

YouTube:

<https://www.youtube.com/afterhoursgamingtv>

Twitter:

<https://twitter.com/ahgltv>

Facebook:

<https://www.facebook.com/AHGLtv/>

Reddit:

<https://www.reddit.com/user/ahgltv>

TeamLiquid:

<http://www.teamliquid.net/forum/profile.php?user=AHGLtv>

Steam:

<http://steamcommunity.com/id/ahgltv>

Email Accounts:

ahgltv@gmail.com
ahgl.sc2@gmail.com
ahgl.hearthstone@gmail.com
ahgl.dota, ahgl.csgo@gmail.com
ahgl.leagueoflegends@gmail.com

SCHEDULE B

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, JINK.TV, Inc., a Nevada corporation, having a place of business at 5634 Park Crest Drive, San Jose, CA 95118, (“Assignor”), has rights in the trademark (the “Trademark”) and related goodwill that is the subject of this assignment as set forth and incorporated herein by reference;

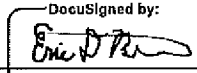
- AFTER HOURS GAMING LEAGUE – US Trademark Registration No. 4141806

WHEREAS, Twitch Interactive, Inc., a Delaware corporation having a place of business at 225 Bush Street, San Francisco, California 94104, (“Assignee”) is desirous of acquiring said Trademark rights and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Trademark set forth above, together with that portion of its business relating to the Trademark and the goodwill appurtenant thereto, any and all applications and registrations for the Trademark that the Assignor holds or controls, and the right to bring suit and recover damages for past infringement.

Signed this 28 day of September, 2016.

JINK.TV, INC.

By: 
A8CB307340124F1...

Name: Eric Burkhart

Title: COO

Date: 9/28/2016

SCHEDULE C

LOGOS

