

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIVERTISSEMENT F2Z INC. aka F2Z Entertainment inc.		10/21/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Asmodee North America, Inc.		
Street Address:	1995 County Road B2 West		
City:	Roseville		
State/Country:	MINNESOTA		
Postal Code:	55113		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5132033	DEAD OF WINTER	
CORRESPONDENCE DATA			
Fax Number:	2023444019		
<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:	2023444019		
Email:	mbharrison@venable.com		
Correspondent Name:	Mark Harrison		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, D.C. 20043-9998		
ATTORNEY DOCKET NUMBER:	131966-401908		
NAME OF SUBMITTER:	Mark Harrison		
SIGNATURE:	/Mark Harrison/		
DATE SIGNED:	04/04/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of October 21st, 2016, 2016, is made by and between into by F2Z Entertainment inc., a Canadian corporation incorporated under the laws of Canada ("Assignor"), and Asmodee North America, Inc., a Minnesota corporation ("Assignee").

WHEREAS, Assignor, Asmodee Canada inc. (f/k/a Asmodee Editions inc.), a Quebec corporation incorporated under the laws of Quebec ("Asmodee Canada"), and Assignee have entered into that certain Asset Purchase Agreement dated July 9, 2016 (as amended, restated, supplemented or otherwise modified in accordance with its terms through the date hereof, the "Purchase Agreement"); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Sellers including the Assigned Trademarks (as defined below), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark, the Office Canadian Intellectual Property Office as well as the corresponding entities or agencies in any applicable foreign countries.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Transfer. Assignor and Assignee hereby acknowledge and agree that the assignment of the Assigned Trademarks hereunder is being made in connection with the transfer of the portion of the business to which the Assigned Trademarks relate, and such business is ongoing and existing.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the Canadian Intellectual Property Office, the United States Patent and Trademark Office, as applicable as well as the corresponding entities or agencies in any applicable foreign countries, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

4. Governing Law. This Trademark Assignment shall be construed, performed and enforced in accordance with the laws of the province of Québec and the federal laws of Canada applicable therein, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

5. Headings. The heading references herein and the recitals herein have been inserted only for convenience of reference and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

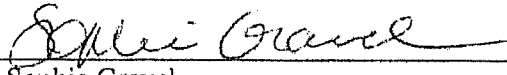
6. Purchase Agreement Controlling. Notwithstanding any other provisions of this Trademark Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of the Sellers or the Assignee set forth in the Purchase Agreement. This Trademark Assignment is subject to and controlled by the terms of the Purchase Agreement.

7. Successors and Assigns. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns and nothing herein is intended or shall be construed to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies or claims under, or by any reason of, this Trademark Assignment or any term, covenant or condition hereof.

8. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A copy transmitted via facsimile or e-mail of this Trademark Assignment, bearing the signature of any party shall be deemed to be of the same legal force and effect as an original of this Trademark Assignment bearing such signature(s) as originally written of such one or more parties.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first written above.

F2Z ENTERTAINMENT INC.

By: 
Name: Sophie Gravel
Title: President

ASMODEE NORTH AMERICA, INC.

By: _____
Name:
Title:


[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date first written above.

F2Z ENTERTAINMENT INC.

By: _____
Name: Sophie Gravel
Title: President

ASMODEE NORTH AMERICA, INC.

By:  _____
Name: Christian T. Petersen
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

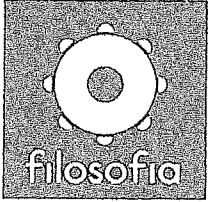
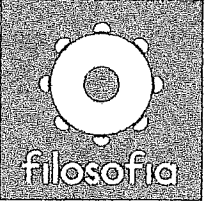
Schedule 1

Assigned Trademarks

[Schedule 1 to Trademark Assignment Agreement]

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TRADEMARK
REEL: 006029 FRAME: 0662

Reference	Country	Trademark or Copyright	Application Date	Approval	Expiration
/4	CA	9. 	1520873 2011-03-25	935417 2016-04-20	2031-04-20
/8	UE	10. DEAD OF WINTER	15379407 2016-04-28	2016-08-18	2028-04-28
/12	CA	11. DEAD OF WINTER	1778632 2016-04-21	---	2016-12-XX
/13	USA	12. DEAD OF WINTER	5132033	---	
/17	CA	13.  Droits d'auteurs	N/A	1130110 2016-04-20	N/A