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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM428781

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Playrix Entertainment LLC		05/17/2017	Corporation: RUSSIAN FEDERATION

RECEIVING PARTY DATA

Name:	Pillars Media Group Limited		
Street Address:	Trinity House, Charleston Road		
City:	Ranelagh, Dublin		
State/Country:	IRELAND		
Postal Code:	6		
Entity Type:	Corporation: IRELAND		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3953388	FISHDOM

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.

Phone: (703) 739-9111

Email: mo@legal-counsels.com
Correspondent Name: Dmitri I. Dubograev
Address Line 1: 901 N. Pitt St., Suite 325
Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER:	Dmitri I. Dubograev
SIGNATURE:	/dd/
DATE SIGNED:	05/24/2017

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of and with effect as of May 17, 2017 (the "Effective Date") by and between Playrix Entertainment LLC, a limited liability company organized under the laws of the Russian Federation ("Transferor"), and Pillars Media Group Limited, a corporation organized under the laws of the Republic of Ireland ("Assignee"). Transferor and Assignee shall be referred herein, collectively, as the "Parties" and each, a "Party."

WITNESSETH:

WHEREAS, in connection with that certain Agreement to Transfer the Exclusive Right to a Program No 230715-1 (the "Transfer Agreement"), dated July 23, 2015, by and between the Parties, Transferor has agreed to assign to Assignee all of Transferor's right, title, and interest in and to the software video game product "Fishdom," including the Fishdom mark, trademark registration number 3,953,388 issued by the United States Patent and Trademark Office on May 3, 2011, and any and all common law rights thereto, and all goodwill of the business associated and symbolized therewith (the "Assigned Mark") and further agreed to execute and deliver additional documents and instruments evidencing such transfer and agreement, including this Trademark Assignment to enable the Assignee to record the assignment of the Assigned Mark.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements, and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto do hereby agree as follows:

- 1. Assignment. For the consideration specified in that certain Transfer Agreement, the receipt and sufficiency of which was acknowledged, Transferor hereby irrevocably sells, conveys, assigns, and transfers to Assignee, and the Assignee hereby accepts, any and all legal and beneficial right, title, and interest of the Transferor in and to the Assigned Mark to hold unto Assignee absolutely and in perpetuity (or for the longest period of time otherwise permitted by law)), together with all related common law rights and all goodwill associated therewith and any and all royalties, fees, income, and payments, and other proceeds now or hereafter due or payable with respect thereto and all causes of actions and rights to sue, seek injunctive relief, and recover (for the sole use and benefit of the Assignee and its successors, assigns, or other legal representatives) damages for past, present, and future infringement, misappropriation, dilution, or other violation thereof or damage thereto, in each case, free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations, and contract rights of third parties. The Assignee is to hold all right, title, and interest in and to the Assigned Marks as fully and exclusively as they would have been held and enjoyed by the Transferor had the assignment in this Section 1 not been made.
- 2. <u>Authorization</u>. The Transferor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record the Assignee as the assignee and owner of the Assigned Mark, and the Transferor hereby covenants that the Transferor has full right to

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convey the Transferor's entire interest herein assigned, and that the Transferor has not executed, and not will not execute, any agreements in conflict herewith.

- 3. Attorney-In-Fact. Transferor hereby irrevocably appoints Assignee as its attorney-in-fact and grants to the Assignee the right to act in Transferor's name, place, and stead for the strictly limited purposes of executing, delivering, and recording any documents or instruments of assignment or otherwise required in any country in which the Trademark are located or related patent applications are issued or filed, or in which Assignee desires to seek protection for the Assigned Mark.
- 4. Further Assistance and Assurances. Each Party hereto shall, from time to time and at all times hereafter, upon the request of the other Party hereto, do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be required to carry out the intent of that certain Transfer Agreement and this Trademark Assignment. Without limiting the foregoing, the Transferor agrees, without additional consideration, to take further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits, and other papers necessary or desirable to transfer, vest, record, and perfect good, valid, and marketable title in the Assigned Mark to the Assignee.
- 5. <u>Governing Law.</u> This Trademark Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- 6. <u>Arbitration</u>. In the event of a dispute between the Parties arising out of or in connection with this Trademark Assignment, the Parties hereto shall use their best efforts to resolve the dispute in an amicable manner. If an amicable settlement cannot be reached, either Party hereto may request, by written notice, that the dispute be resolved by arbitration by one (1) arbitrator administered by the American Arbitration Association pursuant to the then current Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules").
 - (a) In the event of any conflict between AAA Rules and the provisions of this Trademark Assignment, the provisions of this Trademark Assignment shall prevail.
 - (b) The place of the arbitration shall be the City of Alexandria, Virginia.
 - (c) English language shall be used as the written and spoken language for all matters connected with all references to arbitration.
 - (d) The decision of the arbitrator shall be made in writing.
 - (e) The decision of the arbitrator shall be final and binding on the Parties, save in the event of fraud, manifest mistake or failure by the arbitrator to disclose any conflict of interest.
 - (f) The decision of the arbitrator may be enforced by any court of competent jurisdiction and may be executed against the person and assets of the losing party in any jurisdiction. For the avoidance of doubt, such court includes any court that is authorized to make such an order by virtue of any treaty or legislation relating to the reciprocal enforcement of foreign arbitral awards or judgments.

- 6.1 <u>Entire Assignment: Amendments.</u> This Trademark Assignment constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements. This Trademark Assignment may not be amended or modified, except by a written amendment signed by the Parties hereto.
- 6.2 <u>Successors and Assigns</u>. This Trademark Assignment may not be assigned, or attempted to be assigned, in whole or in part, by either Party without the prior written consent of the other Party, *provided, however*, that Assignee shall have the right to assign this Trademark Assignment without Transferor's prior consent by giving notice to Transferor. Subject to the foregoing, this Trademark Assignment shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.
- 6.3 Signatures. This Trademark Assignment and any written notice, consent, agreement, or document provided for in this Trademark Assignment shall be deemed signed and/or bearing the original signature of a given person, if such person's name and/or adopted signature is placed by such person on the document whether by manual signature, electronic signature (i.e. DocuSign, SignNow), electronic transmission or facsimile transmission by the person. Delivery of a copy of this Trademark Assignment or such other document bearing such signature by facsimile transmission or a scanned image of the original signature, by electronic mail in "portable document format" (".pdf") form, or by any other reasonably acceptable electronic means intended to preserve the original graphic, electronic and/or pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
- 6.4 <u>Counterparts</u>. This Trademark Assignment and any documents pursuant hereto may be separately executed by the Parties in two (2) or more counterparts and all such counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument and will be binding on the Parties as if they had originally signed one copy of the Trademark Assignment.

[SIGNATURE PAGE FOLLOWS]

Trademark Assignment exec page ONE of ONE

IN WITNESS WHEREOF, the Parties have executed or caused to be executed by their duly authorized representative this Trademark Assignment as of the Effective Date.

TRANSFEROR:	ni- i n	
	Playrix Entertainment LLC	
	By: ///	•
	Name: // Nadalya Antipova	
	Title: B. Rector	
	Address:	
	22 Puteyskaya	
	Vologda, Russian Federation 160009	
ASSIGNEE:	Pillars Media Group Limited	
	1 do tott	:
	By: Aland Way	
	Name: DAVID HOPKINS	Ì
	Title: DIRECTOR	
	Address:	
	Trinity House, Charleston Road	:
	Ranelagh, Dublin 6, Ireland	