

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Game Retail Limited		05/29/2019	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Game Esports and Events Limited		
Street Address:	Unity House, Telford Road		
City:	Basingstoke, Hampshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG21 6YJ		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5646401	BLOCKFEST	
CORRESPONDENCE DATA			
Fax Number:	3176377561		
<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:	(317) 634-3456		
Email:	docketdept@uspatent.com		
Correspondent Name:	Charles J. Meyer		
Address Line 1:	111 Monument Circle, Suite 3700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	34444-1		
NAME OF SUBMITTER:	Danielle Y. Sneed		
SIGNATURE:	/Danielle Y. Sneed/		
DATE SIGNED:	06/05/2019		
Total Attachments: 9			
source=Game Retail to Game Esports Assign#page1.tif			
source=Game Retail to Game Esports Assign#page2.tif			
source=Game Retail to Game Esports Assign#page3.tif			
source=Game Retail to Game Esports Assign#page4.tif			

OP \$40.00 5646401

source=Game Retail to Game Esports Assign#page5.tif
source=Game Retail to Game Esports Assign#page6.tif
source=Game Retail to Game Esports Assign#page7.tif
source=Game Retail to Game Esports Assign#page8.tif
source=Game Retail to Game Esports Assign#page9.tif

DATED 29 MAY 2019

(1) GAME RETAIL LIMITED

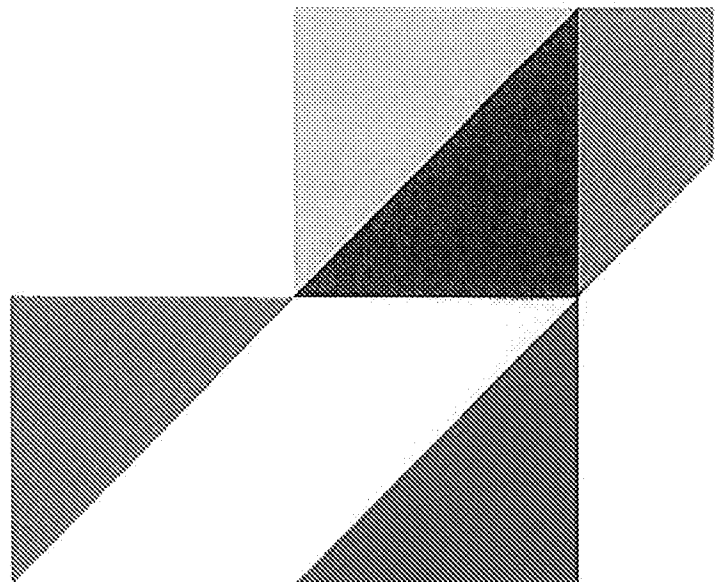
and

**(2) GAME ESPORTS AND EVENTS
LIMITED**

DEED OF ASSIGNMENT
OF TRADE MARKS

Shoosmiths LLP

Tel: 03700 863000



TRADEMARK

REEL: 006662 FRAME: 0180

TABLE OF CONTENTS

1 **INTERPRETATION** 3

2 **ASSIGNMENT** 4

3 **VAT** 5

4 **FURTHER ASSURANCE** 5

5 **LIABILITY** 5

6 **VARIATION** 5

7 **COUNTERPARTS** 5

8 **ENTIRE AGREEMENT** 5

9 **NOTICES** 5

10 **SEVERANCE** 6

11 **RIGHTS OF THIRD PARTIES** 6

12 **WAIVER** 6

13 **GOVERNING LAW AND JURISDICTION** 6

SCHEDULE 1 8

THIS DEED is made on

29 MAY

2019

BETWEEN

1. **GAME RETAIL LIMITED**, a company incorporated in England and Wales (company number 07837246) whose registered office is at Unity House, Telford Road, Basingstoke, Hampshire, RG21 6YJ (the "Assignor"); and
 2. **GAME ESPORTS AND EVENTS LIMITED**, a company incorporated in England and Wales (company number 09454730) whose registered office is at Unity House, Telford Road, Basingstoke, Hampshire, RG21 6YJ ("Assignee");
- (each a "Party" and together the "Parties").

BACKGROUND

- (A) The Assignor owns the Registered Trade Marks as (as defined below).
- (B) The Assignor have agreed to assign to the Assignee the Registered Trade Marks subject to the terms of this Deed of assignment.

The Parties agree as follows:

1 INTERPRETATION

- 1.1 In this Deed the following words and phrases shall (except where the context otherwise requires) have the following meanings:

"Assigned Rights"	rights in all the Registered Trade Marks;
"Registered Trade Marks"	the trade mark registrations listed in Schedule 1;
"VAT"	value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union; and
"Working Day"	a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business.

- 1.2 In this Deed (except where the context otherwise requires):
- 1.2.1 words in the singular include the plural and vice versa and reference to any gender includes the others;
 - 1.2.2 reference to "a person" includes a natural person, company or unincorporated body (whether or not having separate legal personality);
 - 1.2.3 a reference to "company" includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.4 a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and

references to paragraphs are to paragraphs of the relevant Schedule;

- 1.2.5 a reference to "this Deed" or to any other agreement or document referred to in this Deed is a reference to this Deed or such other document or agreement as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time;
 - 1.2.6 references to legislation are to that legislation as amended, extended or re-enacted from time to time;
 - 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
 - 1.2.8 any words following the terms "including", "include", "in particular" or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms;
 - 1.2.9 where any statement by the Assignor are qualified by the expression "so far as it is aware", that statement shall be deemed to include an additional statement that is has been made after due and careful enquiry;
 - 1.2.10 a reference to "writing" or "written" does not include faxes or emails; and
 - 1.2.11 any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.3 Headings are for convenience only and shall not affect the interpretation of this Deed.
- 1.4 This Deed shall be binding upon, and ensure to the benefit of, the Parties and their respective personal representatives, successors and permitted assignees, and references to any Party shall include that Party's personal representatives, successors and permitted assignees.
- 1.5 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- 1.6 If there is a contradiction or inconsistency between any documents or provisions contained in this Deed, it shall be resolved by giving precedence to those documents or provisions in the following order:
- 1.6.1 first, the clauses; and
 - 1.6.2 secondly, the Schedules;

2 ASSIGNMENT

In consideration of the sum of [one-pound sterling (£1)] (receipt and sufficiency of which the Assignor expressly acknowledges), the Assignor hereby assign and transfer to the Assignee absolutely with full title guarantee all of their right, title and interest in and to the Assigned Rights to the fullest extent permitted by law, including:

- 2.1.1 the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or use; and
- 2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action including passing off arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Deed.

3 VAT

All payments made by the Assignee under this Deed are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

4 FURTHER ASSURANCE

Each party shall and shall use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed.

5 LIABILITY

The Assignor exclude all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Assigned Rights after the date of this Deed, whether arising from negligence or otherwise.

6 VARIATION

No variation of this Deed shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

7 COUNTERPARTS

7.1 This Deed may be executed in counterparts or duplicates, each of which, when executed and delivered, shall constitute an original of this Deed and such counterparts or duplicates together shall constitute one and the same instrument.

7.2 No counterpart or duplicate shall be effective until each Party has executed and delivered at least one counterpart or duplicate.

8 ENTIRE AGREEMENT

8.1 This Deed and the documents referred to in this Deed constitute the entire agreement and understanding of the Parties and supersedes and extinguishes all previous drafts, agreements and understandings between them, whether oral or in writing, relating to its subject matter.

8.2 Each Party acknowledges and agrees that in entering into this Deed it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a Party (whether made innocently or negligently) which is not expressly set out in this Deed.

9 NOTICES

9.1 Any notice or similar communication under this Deed shall be in writing, in English, and shall be delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas) to the recipient Party at its address set out at the beginning of this Deed or such other address as that Party may specify by notice to the other Party.

9.2 Notices and similar communications shall be deemed to have been received:

9.2.1 if delivered personally, at the time of delivery to the address;

9.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting;

9.2.3 if sent by pre-paid registered air mail, at 9.00am on the fifth Working Day after posting; and

9.3 Email and other electronic communications are valid notices under this Deed.

9.4 For the purposes of clause 9.2, references to time are to local time in the place of deemed receipt.

10 SEVERANCE

10.1 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

10.2 If any provision or part-provision of this Deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11 RIGHTS OF THIRD PARTIES

No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed.

12 WAIVER

12.1 A failure to exercise, or delay in exercising, a right, power or remedy provided by this Deed or by law:

12.1.1 does not constitute a waiver of that, or any other, right, power or remedy; and

12.1.2 shall not, and nor shall any single or partial exercise of any such right, power or remedy, preclude the further exercise of that, or any other, right power or remedy.

12.2 Any waiver of any right under this Deed is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.

13 GOVERNING LAW AND JURISDICTION

13.1 This Deed and any Dispute shall be governed by and construed in accordance with the law of England.

13.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.

13.3 In this clause 13 "Dispute" means any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes and claims).

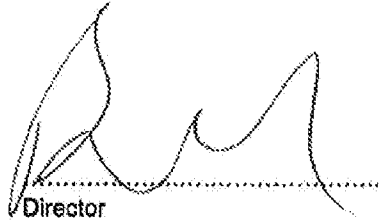
IN WITNESS of which this document has been duly executed as a Deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

Registered Trade Marks


Country	Trade Mark	Classes	Registration Number
European Union	BLOCKFEST	09, 38, 41	17219742
International designating Australia and Germany	BLOCKFEST	09, 38, 41	1400177
United Kingdom	BLOCKFEST	09, 38, 41	3281360
United States of America	BLOCKFEST	09, 38, 41	5646401

Signed as a deed by
GAME RETAIL LIMITED



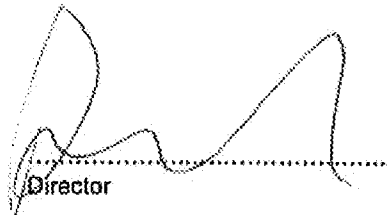
Director

In the presence of




Witness
CHARLOTTE JENNIFER GREEN
Name
39 CRANBOURNE DRIVE,.....
OTTERBOURNE, WINCHESTER,
HAMPSHIRE SO21 2ES.....
Address

Signed as a deed by
GAME ESPORTS AND EVENTS LIMITED



Director

In the presence of



Witness
CHARLOTTE JENNIFER GREEN
Name
39 CRANBOURNE DRIVE.....
OTTERBOURNE, WINCHESTER,
HAMPSHIRE SO21 2ES.....
Address