

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VRTRON Limited		09/01/2018	Limited Liability Company: MALTA
RECEIVING PARTY DATA			
Name:	Tilting Point Media LLC		
Street Address:	521 Fifth Ave, 21 FL		
Internal Address:	Attn: Legal		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10175		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86624958	LANGUINIS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6467955715		
Email:	CREID@TILTINGPOINT.COM		
Correspondent Name:	Christopher Reid		
Address Line 1:	521 Fifth Ave, 21 FL		
Address Line 4:	NEW YORK, NEW YORK 10175		
NAME OF SUBMITTER:	Christopher Reid		
SIGNATURE:	/Christopher Reid/		
DATE SIGNED:	01/23/2020		
Total Attachments: 12			
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GAME ACQUISITION AGREEMENT

THIS GAME ACQUISITION AGREEMENT (this "*Agreement*") is made as of September 1, 2018 (the "*Effective Date*") by and between VRTRON Limited, a limited liability company formed in Malta ("*VRTRON*"), and Tilting Point Media LLC, a Delaware limited liability company (together with its wholly-owned affiliates, "*Tilting Point*").

RECITALS

A. VRTRON is in the business of developing interactive entertainment software products, including the product currently known as "Languinis" (including all updates, versions and expansion content thereof, and all packaging, manuals and any other end-user documentation related thereto, the "*Game*").

B. Tilting Point is in the business of publishing interactive entertainment software products.

C. VRTRON and Tilting Point entered into a Game Publishing and Services Agreement dated as of December 17, 2014, as amended ("*Publishing Agreement*") pursuant to which Tilting Point became the exclusive publisher of the Game on the terms and conditions set forth in this Agreement.

D. VRTRON and Tilting Point now desire to enter into an arrangement pursuant to which the Game Publishing Agreement is terminated and Tilting Point acquires the Game and all rights therein.

NOW, THEREFORE, in recognition of the mutual covenants and obligations exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

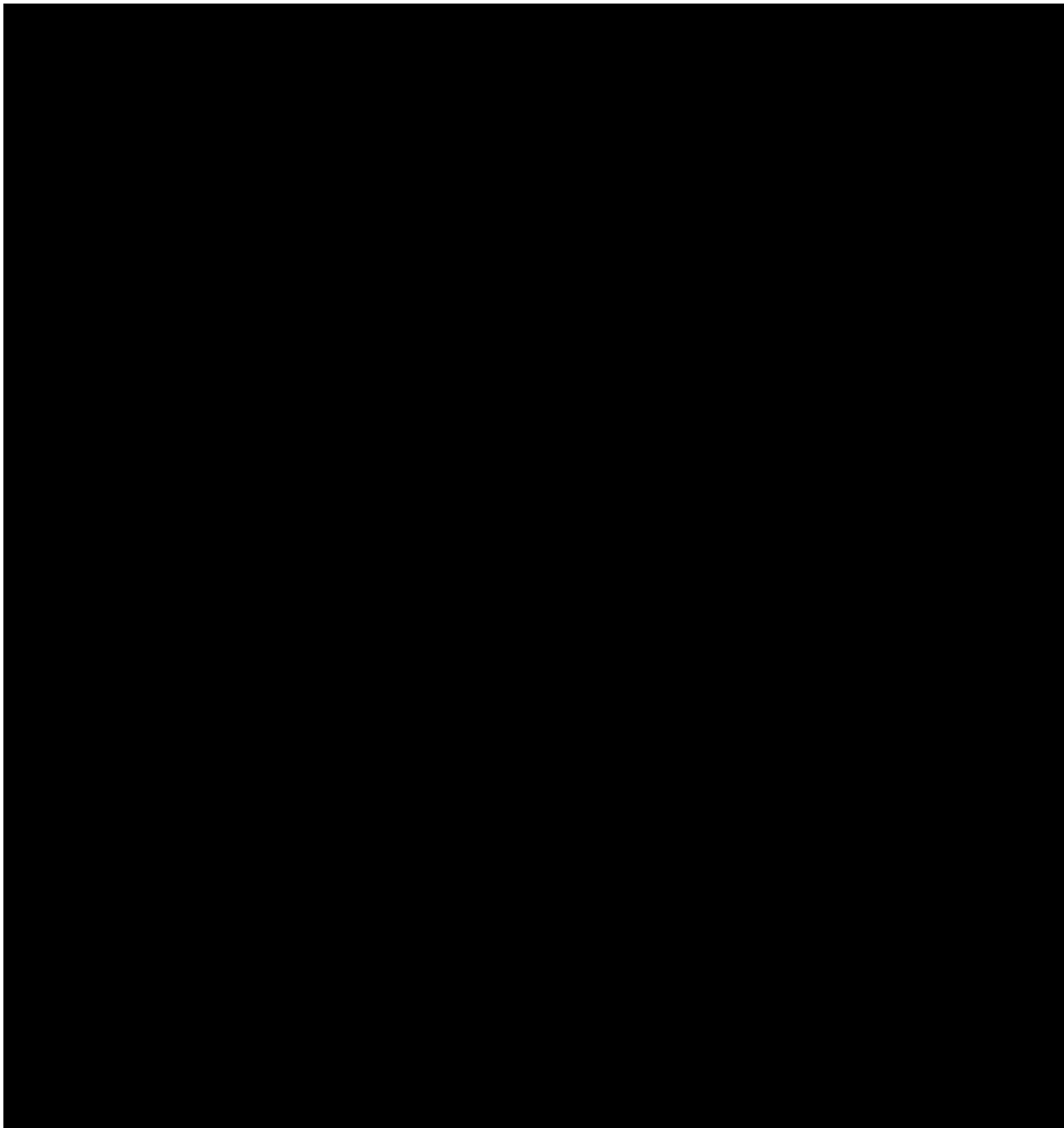
1. RIGHTS

1.1 Assignment. Except for Tilting Point Tools and Technology, Third Party Tools and Technology and other Third Party Materials, if any, and conditioned upon VRTRON's receipt of the Purchase Price (as set out in Section 3.1 below), VRTRON hereby irrevocably assigns to Tilting Point, entirely and exclusively, in perpetuity and throughout the universe, the Game and all right, title and interest in and to the Game and the contents thereof including all expansions, improvements, enhancements, builds and versions thereof, all artwork, music, gameplay, libraries, tools, software, middleware, technology, source code, object code and other contained therein, all data generated from the Game, all Game-related marketing and ancillary materials and all of the results and proceeds of VRTRON's Ongoing Services in accordance with Section 2 below ("*Rights*"). The Rights include all copyright, trademark, trade name and other intellectual property rights in or relating to the Game (other than the VRTRON Trademarks), all operation, publishing, distribution, in-game advertising, marketing, promotion, cross-promotion and other exploitation rights, all porting, sequel, prequel, expansion pack, merchandising, print publishing, motion picture, television and video on demand, interactive, avatar, theme park and licensing rights and all other rights relating to the creation of products and services derived from the Game, all soundtrack and music publishing rights, the right to alter, modify, translate or other change the Game in Tilting Point's sole discretion, all allied, incidental, ancillary and other rights in the Game in any media now known or hereafter devised, and the right to license, sell or transfer any or all of the Rights in Tilting Point's sole discretion.

1.2 Moral Rights; Rental and Lending Rights. VRTRON hereby waives the benefits of any provision of law known as "droit moral," or any similar laws, and will not institute, support, maintain, or authorize any lawsuit on the ground that Tilting Point's exploitation of the Rights in any way constitutes an infringement of any of VRTRON's "droit moral" or a defamation or mutilation of any part thereof, or contain unauthorized variations, alterations, modifications, changes or foreign versions or translations. VRTRON hereby irrevocably assigns to Tilting Point as part of the Rights (or, if any applicable law prohibits or restricts such assignment, hereby grants to Tilting Point an irrevocable, royalty-free and perpetual license of) VRTRON's rights, if any, to authorize, prohibit or control the renting, lending, fixation, reproduction or other exploitation of the Game by any media and means

now known or hereafter devised in perpetuity throughout the universe as may be conferred under applicable laws, regulations or directives including any so-called "Rental and Lending Rights" pursuant to any European Union directives or enabling or implementing legislation, laws or regulations enacted by the member nations of the European Union.

- 1.3 Additional Documents. VRTRON shall execute and deliver such other documents that are consistent with this Agreement and necessary or desirable as determined by Tilting Point to confirm or protect Tilting Point's rights under this Agreement including any transfers of Game-specific copyrights or trademarks. If VRTRON fails to do so within five (5) business days of Tilting Point's written request therefor, VRTRON hereby appoints Tilting Point as VRTRON's attorney-in-fact solely for such purposes (it being acknowledged that such appointment is irrevocable and coupled with interest) with full power of substitution and delegation.



6. GENERAL

6.1 *Notices.* All notices and statements hereunder shall be in writing and shall be sent to the address, fax number, or email, as applicable, set forth on the signature page of this Agreement for VRTRON and Tilting Point unless notification of a change of address is given in writing. Notice may be delivered by hand delivery, United States Postal Service or a foreign national postal service (certified, return

receipt requested if in the United States and its equivalent if in a foreign national postal service), Federal Express or other internationally recognized receipted overnight or courier service (postage prepaid), confirmed facsimile transmission (confirmation report printed), or email of a signed PDF with return receipt confirmation. Notice shall be deemed delivered upon the date of personal delivery or facsimile transmission, the date of delivery as indicated by Federal Express or other internationally recognized receipted overnight or courier service, or the date indicated on the return receipt from the United States Postal Service or foreign national postal service. For email, the date of deemed delivery shall be the date upon which the email was sent (without a notification of non-delivery), provided that electronic return receipt is transmitted back or a physical copy is delivered no later than three (3) days following the date the email was sent.

- 6.2 Binding Agreement. This document shall not be deemed an offer and shall not be binding unless signed by a duly authorized signatory of Tilting Point and VRTRON. The English version of this Agreement will control, and all parties waive any right it may have under the law of any country in which it is domiciled to have this Agreement written in a language other than English.
- 6.3 Integration and No Waiver. This Agreement, together with all Exhibits and other instruments delivered pursuant to this Agreement, represents the entire agreement between the Parties in connection with the subject matter of this Agreement, and incorporates, replaces, and supersedes all prior agreements, promises, proposals, representations, understandings, and negotiations, written or not, between the parties in connection therewith, including the Publishing Agreement except as expressly set forth herein. No provision of this Agreement may be explained or qualified by any prior or contemporaneous understanding, negotiation, discussion, conduct, or course of conduct, and, except as otherwise expressly stated herein, there is no condition precedent to the effectiveness of any provision hereof. No party hereto has relied on any representation, warranty, or agreement of any person in entering into this Agreement, except those expressly stated herein. Failure by any of the parties hereto, in any one or more instances, to enforce any of its rights in connection with this Agreement, or to insist upon the strict performance of the terms of this Agreement, shall not be construed as a waiver or a relinquishment of any such rights for future breach or enforcement thereof.
- 6.4 Amendment. Except as otherwise provided in this Agreement, this Agreement can only be modified or amended by, and no waiver of any provision of this Agreement shall be effective unless stated in, a written instrument signed by an authorized signatory of Tilting Point and an authorized signatory of VRTRON.
- 6.5 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Agreement shall become effective upon delivery to the parties of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.
- 6.6 Cumulative Rights. Except as otherwise provided herein, each party's rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy in law or equity.
- 6.7 Headings. The headings in this Agreement are for purposes of ease of reference only and will not be used to limit or construe the contents of such provisions.
- 6.8 Severability. In the event that any provision in this Agreement will be subject to an interpretation under which it would be void or unenforceable, any such provision will be construed so as to constitute it a valid and enforceable provision to the fullest extent possible, and in the event that it cannot be so construed, it will, to that extent, be deemed deleted and separable from the other provisions of this Agreement, which will remain in full force and effect and will be construed to effectuate its purposes to the maximum legal extent.
- 6.9 Costs. Unless otherwise indicated herein, each party will bear its own costs, expenses, and liabilities arising under this Agreement.

6.10 Further Assurances. Without limiting any similar provisions contained in this Agreement, each party hereto shall execute and deliver such documents and take such action consistent herewith, as may reasonably be considered within the scope of such party's obligations hereunder, necessary to effectuate the transactions contemplated herein.

6.11 Construction of Certain Terms and References: Captions.

- (a) The words "herein," "hereof," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (b) Any use of the singular or plural, or the masculine, feminine, or neuter gender, includes the others, unless the context otherwise requires; "amend" means amend, modify, supplement, or restate, and "amendment" has a correlative meaning; "any" means any one, more than one, or all; "including" and "include" mean "including without limitation" and "include without limitation" respectively, "or" means "and/or;" and, unless otherwise specified, any financial or accounting term has the meaning of the term under GAAP.
- (c) Unless otherwise specified, any reference herein to any agreement, instrument, or other document includes all schedules, exhibits, or other attachments referred to therein, and any reference to a statute or other law includes any rule, regulation, ordinance, or the like promulgated thereunder, in each case, as amended, from time to time.
- (d) Any reference herein to a "day" (without explicit qualification as a business day) shall mean a calendar day; if any action is required to be taken or notice is required to be given within a specified number of days following a date or event, the day of such date or event is not counted in determining the last day for such action or notice; if any action is required to be taken or notice is required to be given on or by a particular day, and such day is not a business day, then such action or notice shall be considered timely if it is taken or given on or before the next business day.
- (e) This Agreement has been negotiated at arms-length by parties of equal bargaining strength, each represented by counsel and having participated in the drafting of this Agreement. No presumption in favor of or against any party in the construction or interpretation of this Agreement or any provision hereof shall be made based upon which party might have drafted it.

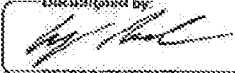
6.12 No Assignment or Delegation. VRTRON may not assign this Agreement or any right hereunder or delegate any obligation hereunder without the prior written consent of Tilting Point, except that VRTRON may assign this Agreement without the written consent of Tilting Point to a corporation or other business entity succeeding to all or substantially all the assets of VRTRON, provided that such corporation or other business entity expressly assumes all of VRTRON's obligations hereunder in writing. Tilting Point may assign this Agreement or any right hereunder or delegate any duty hereunder at its discretion, but shall not be relieved of its liability hereunder unless the assignee assumes all of Tilting Point's obligations hereunder and Tilting Point has made all Update payments due to VRTRON in terms herof.

6.13 Choice of Law and Arbitration-Dispute Resolution. This Agreement and any disputed matter arising hereunder shall be governed by and enforced in accordance with the laws of the State of New York excluding its choice of law rules. Except as otherwise expressly provided herein, in the event of any dispute, claim or controversy (collectively "dispute") among the parties arising out of or relating to this Agreement, whether in contract, tort, equity or otherwise, and whether relating to the meaning, interpretation, effect, validity, performance, or enforcement of this Agreement, that cannot be resolved by the parties, such dispute shall be resolved by and through an arbitration proceeding conducted under the auspices of the American Arbitration Association (or any like organization successor

thereto) (collectively, the "AAA") in New York County, New York. The arbitrability of a dispute shall likewise be determined by arbitration. The arbitration proceeding shall be conducted under the commercial arbitration rules (formal and informal) of the AAA in as expedited a manner as is then permitted by such rules not to exceed thirty (30) days in the aggregate from the date of commencement, unless otherwise mutually approved by the parties hereto in writing. Both the foregoing agreement of the parties to arbitrate any and all such disputes, and the results, determinations, findings, judgments, or awards rendered through any such arbitration shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction. Each party shall bear its own costs of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including each party's attorneys' fees and costs). Notwithstanding the foregoing agreement to arbitrate, neither party shall be barred from seeking temporary or provisional remedies in any Court having jurisdiction thereof. Each party hereby consents to the exclusive jurisdiction of the State and Federal courts sitting in New York County, New York, in any such proceeding for temporary or provisional remedies; and the parties hereby stipulate that such forums are convenient to them. Any dispute which cannot be resolved by the arbitration above shall be handled by the state and federal courts located in New York County, New York, and the Parties hereby consent to the jurisdiction thereof and waive all jurisdictional or forum non-conveniens defenses they may have. REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

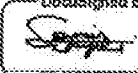
IN WITNESS WHEREOF, each of the parties has executed this Agreement, as of the Effective Date.

VRTRON LIMITED

DocuSigned by:

By: _____
Name: Ingo Mesche
Title: Director
Date: 10/26/2018 9:42:50 AM PDT

Address:
264 Main Street
Mellicha, MLH 2317
Malta
Fax:
Email: imusche@vrtron.com

TILTING POINT MEDIA LLC

DocuSigned by:

By: _____
Name: Samir El Agili
Title: President
Date: 10/26/2018 8:38:10 AM PDT

Address:
521 Fifth Avenue, 21st Floor
New York, NY 10175
USA
Fax: +1 917 591 2516
Email: selagili@tiltingpoint.com

EXHIBIT A

PENDING AND REGISTERED COPYRIGHTS AND TRADEMARKS

Trademark Registrations:

- "Languinis" - USPTO Serial Number: 86624958
- Any other trademark registration owned by VRTRON for the name "Languinis" (for video game software) in any other jurisdiction (if any)

Copyright Registrations:

- All pending or completed copyright registrations for the video game "Languinis" (if any)