

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637452

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900601725		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North Star Games, LLC		02/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Exploding Kittens, Inc.		
Street Address:	7162 Beverly Blvd., P.O. Box #272		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5247648	HAPPY PLANET	
Registration Number:	5122439	HAPPY SALMON	
Registration Number:	5693037	FUNKY CHICKEN	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5778		
Email:	michelle.raynes@morganlewis.com		
Correspondent Name:	Michelle S. Raynes		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attn: TMSU		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	105442.0001		
NAME OF SUBMITTER:	Michelle S. Raynes		
SIGNATURE:	/Michelle S. Raynes/		
DATE SIGNED:	04/07/2021		
Total Attachments: 6			

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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This Assignment of Intellectual Property Agreement (this “**Agreement**”), dated as of February 26, 2021, is by and between North Star Games, LLC, a Delaware limited liability company (the “**Company**”), and Exploding Kittens, Inc., a Delaware corporation (the “**Buyer**” and together with the Company, collectively, the “**Parties**” and each individually, a “**Party**”). Capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the Purchase Agreement (as defined in the Recitals).

RECITALS

WHEREAS, the Company and the Buyer are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, the Company has agreed to sell, assign, grant, convey and transfer to the Buyer, free and clear of any and all Liens or other restrictions on transfer, all of the Company’s right, title and interest in, to and under of all of the Company’s Intellectual Property Rights to the extent that are held for use or used in connection with the Happy Planet Line, including all contractual rights to third-party Intellectual Property Rights to the extent related to the Happy Planet Line (collectively, the “**Purchased Intellectual Property Rights**”).

WHEREAS, the Parties desire to confirm the sale, assignment, grant, conveyance and transfer of the Purchased Intellectual Property Rights to the Buyer, with the Company selling, assigning, granting, conveying and transferring all such Purchased Intellectual Property Rights to the Buyer, and the Buyer accepting all such Purchased Intellectual Property Rights as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by the Company under the Purchase Agreement, the receipt of which is hereby acknowledged, the Company and the Buyer hereby agree as follows:

AGREEMENT

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, effective as of the Closing the Company irrevocably sells, assigns, grants, conveys and transfers to the Buyer, free and clear of any Liens or other restrictions on transfer, all right, title and interest in, to and under the Purchased Intellectual Property Rights, as more fully described on Exhibit A hereto.

2. Further Assurances. The Company shall execute and deliver such further instruments of conveyance and transfer and take such additional action as the Buyer may reasonably request to effect, consummate, confirm or evidence the transfer to the Buyer of the Purchased Intellectual Property Rights, and the Company shall execute such documents as may be reasonably necessary to assist the Buyer in preserving or perfecting its rights in the Purchased Intellectual Property Rights, and use its commercially reasonable efforts to do or cause to be done all other things necessary, proper or advisable under applicable Laws, to carry out the provisions

of this Agreement and to consummate and give full effect to the transactions contemplated by this Agreement.

3. Conflict with Purchase Agreement. Nothing herein (a) shall be deemed to limit the rights, remedies, duties and obligations of the Parties under the Purchase Agreement, and (b) is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the Company or the Buyer contained in the Purchase Agreement or the survival thereof. To the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

4. Amendment and Modification. An amendment or modification or addition to this Agreement will be valid or effective if and only if the same is in writing making specific reference to this Agreement and is signed by the Buyer and the Company, or by the Party against whom the amendment, modification or addition is sought to be enforced. No consent of any other Person shall be required for any such amendment, modification or addition.

5. Extension; Waiver. The Party entitled to the benefit of any respective term or provision of this Agreement may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained in this Agreement or (c) waive compliance with any obligation, covenant or agreement of the other Party contained in this Agreement. Any agreement with regard to any such extension or waiver will be valid only if set forth in an instrument in writing signed by the Party granting such extension or waiver. A waiver or failure to enforce any of the terms or provisions of this Agreement will not in any way affect, limit or waive any Party's rights at any time to enforce strict compliance thereafter with such term and every other term and provision of this Agreement.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Notices. Any notice or other communication required or permitted to be given hereunder will be sufficient if it is in given in the manner set forth in the Purchase Agreement.

8. Governing Law. This Agreement, its construction and the determination of any contractual or non-contractual rights, duties or remedies of the Parties arising out of or relating to this Agreement will be governed by, enforced under and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

9. Counterparts; Facsimile Signatures. This Agreement may be executed by the Parties in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission and shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment of Intellectual Property Agreement to be duly executed and delivered as of date first above written.

BUYER:

EXPLODING KITTENS, INC.

DocuSigned by:



By: _____

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Name: Brian Elan Lee

Title: Chief Executive Officer

[Signature Page to Assignment of Intellectual Property Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment of Intellectual Property Agreement to be duly executed and delivered as of date first above written.

COMPANY:

NORTH STAR GAMES, LLC

By: 

Name: Dominic Crapuchettes

Title: Co-President

[Signatures continue on following page]

[Signature Page to Assignment of Intellectual Property Agreement]

TRADEMARK
REEL: 007259 FRAME: 0408

EXHIBIT A

Purchased Intellectual Property Rights

Please see attached.

EXHIBIT A

26652-00009/3919035.7

TRADEMARK
REEL: 007259 FRAME: 0409

Purchased Intellectual Property Rights

1. All of the right, title and interest in and to the Happy Planet Line.
2. All Intellectual Property in respect of the Happy Planet Line, and all Intellectual Property Rights arising therefrom, including without limitation the following trademarks:

Mark	Serial #	Filing Date	Registration Number	Registration Date
Happy Planet	87097797	July 8, 2016	5247648	July 18, 2017
Happy Salmon	87036197	May 13, 2016	5122439	January 17, 2017
Funky Chicken	87717786	December 12, 2017	5693037	March 5, 2019

3. All of the Company's social media handles in respect of the Happy Planet Line, including without limitation: (i) the @Happysalmongame Instagram account, (ii) the Happy Salmon Game Facebook account (<https://www.facebook.com/happysalmongame>) and (iii) the Happy Salmon Game Twitter account (<https://twitter.com/HappySalmonGame>).
4. All designs, art files, specifications, documents and other materials relating to the boxes, logos, cards and other components of the Happy Planet Line.

EXHIBIT A

26652-00009/3919035.7

RECORDED: 03/11/2021

**TRADEMARK
REEL: 007259 FRAME: 0410**