TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM662953

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sony Interactive Entertainment LLC		06/29/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Annapurna Games, LLC	
Street Address:	812 N. Robertson Blvd.	
City:	West Hollywood	
State/Country:	CALIFORNIA	
Postal Code:	90069	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5228545	WHAT REMAINS OF EDITH FINCH

CORRESPONDENCE DATA

Fax Number: 9164461611

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: 9165586042

ngollner@weintraub.com Email:

Weintraub Tobin **Correspondent Name:** Address Line 1: 400 Capitol Mall

Address Line 2: 11th Floor

Address Line 4: Sacramento, CALIFORNIA 95814

ATTORNEY DOCKET NUMBER:	313940/000004
NAME OF SUBMITTER:	Eric Caligiuri
SIGNATURE:	/Eric Caligiuri/
DATE SIGNED:	07/28/2021

Total Attachments: 3

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> **TRADEMARK** REEL: 007366 FRAME: 0163

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into as of June 29 _____, 2021 (the "Effective Date"), by and between on the one hand Sony Interactive Entertainment LLC, a Delaware limited liability company with offices at 2207 Bridgepointe Pkwy., San Mateo, CA 94404, and formerly known as Sony Computer Entertainment America LLC and Sony Interactive Entertainment America LLC ("SIE"), and on the other hand Annapurna Games, LLC, a Delaware limited liability company, with offices at 812 N. Robertson Blvd., West Hollywood, CA 90069 ("Annapurna"). SIE and Annapurna are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, SIE and Annapurna entered into a purchase agreement (the "Purchase Agreement") whereby Annapurna purchased all of SIE's rights, title, and interest in and to the video game entitled "What Remains of Edith Finch" ("Game");

WHEREAS, SIE is the owner of all rights, title and interests in and to the United States trademark registrations and/or trademark applications for registration related to the Game, if any, as listed on Exhibit A attached hereto and incorporated by reference herein (the "Trademarks"); and

WHEREAS, related to with the Purchase Agreement, SIE wishes to assign all of its rights, title, and interests in and to the Trademarks and goodwill associated therewith to Annapurna.

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Assignment.</u> SIE hereby grants, transfers, and assigns to Annapurna the entire rights, title and interests in and to the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.
 - 2. <u>SIE's Representations.</u> SIE represents and warrants that:
 - (i) SIE is the registered owner of the Trademarks; and
 - (ii) SIE has the power to enter into this Assignment.
- 3. <u>Further Acts</u>. SIE agrees to deliver all necessary documents that may be reasonably necessary for Annapurna to record Annapurna's interests in the Trademarks.
- 4. <u>Binding Effect.</u> This Assignment shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, assigns, and personal representatives.
- 5. <u>Governing Law.</u> This Assignment shall be governed by and construed in accordance with laws of the State of California without regard to its conflicts of law principles.
 - 6. Acknowledgement. Each Party acknowledges that it has read this Assignment, understands it

TRADEMARK REEL: 007366 FRAME: 0164 and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.

7. <u>Counterparts.</u> This Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties hereto has caused its duly authorized representatives to execute this Assignment.

Dated	Annapurna Games, LLC
	By: Nathan Gary Docusigned by: Nathan Gary DFF87E5D069B458 President
07-19-2021 Dated	Sony Interactive Entertainment LLC ——Docusigned by: Yumi Yang By: Sr. Director Product Development ——Dos DA

EXHIBIT A

Trademarks:

• United States Trademark Registration No. **5,228,545**, registered on June 20, 2017, for "What Remains of Edith Finch" (App. No. 86472634, filed on December 5, 2014).

TRADEMARK REEL: 007366 FRAME: 0166

RECORDED: 07/28/2021