

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FireFlare Games LLC		06/08/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Planet Theta LLC		
<b>Street Address:</b>	1712 Pioneer Ave		
<b>Internal Address:</b>	Ste 813		
<b>City:</b>	Cheyenne		
<b>State/Country:</b>	WYOMING		
<b>Postal Code:</b>	82001		
<b>Entity Type:</b>	Limited Liability Company: WYOMING		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97185325	PLANET THETA	
<b>Serial Number:</b>	97185310	T	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2066819742		
<b>Email:</b>	neil@gleamlaw.com		
<b>Correspondent Name:</b>	Neil Juneja		
<b>Address Line 1:</b>	605 1st Ave		
<b>Address Line 2:</b>	STE 330		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>NAME OF SUBMITTER:</b>	Neil Juneja		
<b>SIGNATURE:</b>	/Neil Juneja/		
<b>DATE SIGNED:</b>	06/09/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”), dated as of [DATE] (the “Effective Date”), by and between FireFlare Games LLC, a Wyoming limited liability company (the “Assignor”), and Planet Theta LLC, a Wyoming limited liability company (the “Assignee”).

### RECITALS

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks, trade dress, and any corresponding registrations and/or applications for registration set forth in Exhibit 1 together with the associated goodwill and accumulated rights (accumulatively, the “Trademark”); provide that, with respect to the United States intent-to-use trademark applications set forth in Exhibit 1 hereto, the transfer of such applications accompanies, pursuant to the Agreement, the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing, and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. **Assignment.** Assignor, as of the Effective Date, sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, the entire right, title, interest in and to the following:
  - a. the Trademark in any region or state in which they are valid, or in which common law rights have been established, any and all of the United States of America, and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark),
  - b. the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer, and conveyance not been made;
  - c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - d. the entire right, title, interest in any lawsuits, causes of action, claims, proceedings, or any other right that has accrued or shall in the future accrue that are in any way related to the Trademark.
2. **Authorization.** Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office or in any applicable jurisdictions inside or outside the United States to record the transfer of the registrations and/or applications for registration set forth in this Agreement to Assignee as

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assignee of Assignor's entire right, title, and interest therein. Assignor agrees to further execute any documents reasonably necessary to affect this assignment or to confirm Assignee's ownership of the Trademark.

3. **Record Ownership.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. The parties hereto acknowledge that, as of the date hereof, record ownership of the registrations and applications comprising the assigned Trademark has not yet been updated to reflect Assignor's acquisition thereof. The parties agree to cooperate, in as expeditious and economical a fashion as is reasonably possible, in taking all actions and executing all instruments necessary to create an accurate chain of title with respect to the record ownership of all registrations and applications comprising the assigned Trademark.
4. **License.** Assignee, through its assigns, agents, successors, subsidiaries, or affiliates, may license the Trademark to Assignor at mutually agreeable terms negotiated in good faith by the parties.
5. **Cooperation.** Each party will take such action as may reasonably be requested by the other party for the implementation or continuing performance of this Agreement.
6. **Compliance.** Each party shall comply with all applicable state and federal laws and regulations and obtain all appropriate state government approvals pertaining to its performance under this Agreement.
7. **Indemnification.** Each party (the "**Indemnifying Party**") shall indemnify, defend, and hold the other party, its agents, representatives, and successors and assigns (the "**Indemnified Party**") harmless and shall pay all losses, damages, settlements, fees, expenses, or costs (including reasonable attorneys' fees and costs of litigation) incurred by the Indemnified Party based upon any claim, demand, suit, or proceeding by a third party in connection with or arising from the Indemnifying Party's (or any of its agents, representatives, and successors and assigns): (a) breach of this Agreement, or (b) any violation of state law, rule, or regulation.
8. **Representations and Warranties; Survival.** Each party represents and warrants that it has the full right and power to enter into this Agreement and that there are no outstanding agreements, assignments, or encumbrances to which the representing party is bound which may restrict, or prohibit entry into, or performance under, this Agreement.

No Warranties. THIS ASSIGNMENT IS MADE BY THE ASSIGNOR ON AN "AS IS" BASIS. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY ASSIGNOR WITH RESPECT TO THE OWNERSHIP, VALIDITY, OR ENFORCEABILITY, OF THE TRADEMARKS. ASSIGNOR SHALL HAVE NO LIABILITY WHATSOEVER TO ASSIGNEE FOR OR ON ACCOUNT OF ANY LOSS OR DAMAGE, OR ANY KIND OR NATURE

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SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON ASSIGNEES, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM ASSIGNEE'S USE OF THE TRADEMARKS, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE ARISING OUT OF THIRD-PARTY INFRINGEMENT CLAIMS.

9. **Notices.** All such notices which a party is required or may desire to serve hereunder shall be in writing and shall be served by personal delivery to the other party, by prepaid registered or certified mail addressed to the party at their respective addresses as set forth below in the signature block, or at such other address as the parties may from time to time designate in writing, or by electronic mail (Email).
10. **Governing Law; Arbitration; Attorney's Fees.** This Agreement will be governed by the laws of the State of Washington without regard to principles of conflicts of law. Except in the event that injunctive relief is being sought, any dispute arising out of or related to this Agreement that is not settled promptly in the ordinary course of business or through negotiation by management of the parties, shall be resolved through mandatory binding arbitration consistent with the then-prevailing commercial terms of the American Arbitration Association before a panel of three arbitrators and the place of arbitration shall be King County, Washington. In any dispute or arbitration, the non-prevailing party shall pay the prevailing party's reasonable legal fees and costs.
11. **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement shall not be affected thereby.
12. **Incorporation by Reference.** The Recitals included at the beginning of this Agreement are hereby incorporated into this Agreement by this reference.
13. **Captions Not Determinative.** Titles and paragraph headings herein are for convenient reference only and are not part of this Agreement.
14. **Force Majeure.** Parties shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reasons of any act of God, or any government or any government body, acts of the common enemy, the elements, strikes, locusts, or labor disputes, change in governmental enforcement policy, or other similar or dissimilar cause beyond the control of such party.
15. **Interpretation.** Both parties have had the opportunity to hire independent legal counsel and agree that any ambiguity shall not be interpreted against either party.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the parties hereto have caused this Exclusive Assignment Agreement to be executed by their authorized representatives as of the Effective Date.

“Assignor”

“Assignee”

*Chris Crew*

FireFlare Games LLC

By: Christopher Crew

Its: CEO

Date: 06/08/2022

*Chris Crew*

Planet Theta LLC

By: Christopher Crew

Its: CEO

Date: 06/08/2022

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