

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Double Fine Productions, Inc		01/03/2024	Corporation:
RECEIVING PARTY DATA			
Name:	Day of the Devs, LLC		
Street Address:	4514 N. Figueroa St.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90065		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4755349	DAY OF THE DEVS	
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:	310-770-7871		
Email:	amanda@iam8bit.com		
Correspondent Name:	Amanda White		
Address Line 1:	4514 N. Figueroa St.		
Address Line 4:	Los Angeles, CALIFORNIA 90065		
NAME OF SUBMITTER:	Amanda White		
SIGNATURE:	/A.White/		
DATE SIGNED:	01/04/2024		
Total Attachments: 5			
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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into by and between Double Fine Productions, Inc, with registered address at 525 Brannan St. #200 San Francisco, CA 94107 and its Affiliates ("Double Fine"), and Day of the Devs, LLC, a California limited liability company with a registered address at 4514 N. Figueroa St., Los Angeles, CA 90065 ("Assignee"). This Agreement will be effective as of the date it is fully executed ("Effective Date").

1. Background.

Double Fine owns certain digital assets and intellectual property associated with the Day of the Devs showcase event that highlights independent game developers and their games (the "Showcase"). Double Fine wishes to transfer to Assignee all of Double Fine's right, title and interest in those certain assets associated with the Showcase set forth on **Schedule 1** (collectively, the "Assigned Assets").

"Affiliate" means, in relation to a party, any entity that directly or indirectly controls, is controlled by or is under common control with that party, where "control" means the power to directly or indirectly control the composition of the board of directors or other managing body of that party, or the direct or indirect possession of more than half of the voting equity share capital of that party.

2. Assignment.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Double Fine transfers and assigns to Assignee, and Assignee hereby accepts, all of Double Fine's right, title, and interest in and to the Assigned Assets in **Schedule 1**, including:

- (a) all trademark rights therein, together with all of Double Fine's goodwill and common law rights connected with the use of and symbolized thereby, and all associated trademark applications and registrations, including any renewals;
- (b) all copyrights therein, together with all associated copyright applications and registrations, including any extensions and renewals;
- (c) all rights of any kind whatsoever of Double Fine accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the foregoing; and
- (e) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such relief and to collect, or otherwise recover damages.

3. Recordation.

Double Fine authorizes the USPTO'Ss Commissioner for Trademarks to record and register the short form assignment at **Exhibit A** for **DAY OF THE DEVS (Reg. No 4755349)**, upon request by Assignee.

4. No Representations.

Double Fine is transferring the Assigned Assets to Assignee on an “as-is” basis. Double Fine makes no representations or warranties as to ownership of the Assigned Assets, the validity of any registrations for the Assigned Assets, or non-infringement.

5. Waiver of Rights; Indemnity.


Assignee waives all claims, under law or equity, whether known or unknown, against Double Fine and its affiliates, subsidiaries, customers, licensees, employees, directors, officers, agents, successors, and assigns (collectively with Double Fine, the “Double Fine Parties”) with respect to the Assigned Assets. To the extent such claims cannot be waived, Assignee agrees never to assert them against any of the Double Fine Parties. As of the Effective Date, Assignee agrees to indemnify the Double Fine Parties from all threatened or filed claims, actions, demands, and lawsuits arising out of or related to the Assigned Assets, including without limitation all associated expenses, judgements, damages, losses, attorneys’ fees, and costs.

6. Miscellaneous.

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

IN WITNESS WHEREOF, each party has caused the Agreement to be executed by its duly authorized representative.

Double Fine Productions, Inc (Assignor)

By: 

Name: Tim Schafer

Title: Studio Head

Dated: Jan 3, 2024

Day of the Devs, LLC (Assignee)

By: 

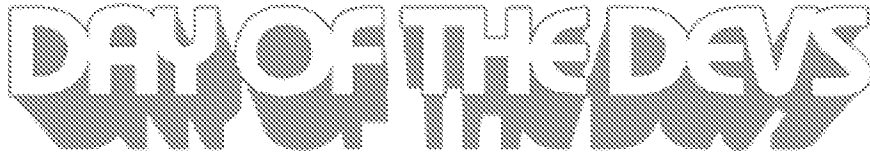
Name: Amanda White

Title: Managing Mamber

Dated: Jan 2, 2024

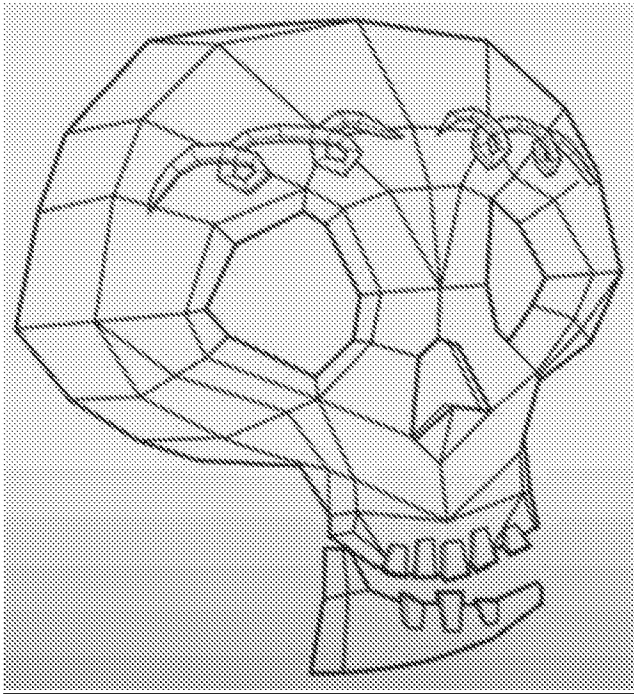
ASSIGNED ASSETS

1. **DAY OF THE DEVS** trademark, including U.S. Trademark Registration No. 4755349



(Logo)

2. Artwork and branding created by Double Fine relating solely to the DAY OF THE DEVS mark and the Showcase found in online assets, in person events, and videos distributed by Double Fine, including, but not limited to, the "skull" artwork below and related artwork and branding found at the below links:



Youtube:

<https://www.youtube.com/watch?v=4bEXcPrrODc&list=PLlhLvqe17Sd6jT5CKb59DSomOcrIzBc6o>

Twitter:

<https://twitter.com/dayofthedevs>

Instagram:

<https://www.instagram.com/DayoftheDevs/>

Website:

<https://www.dayofthedevs.com/>

For the avoidance of doubt, any such artwork and branding that is owned by Double Fine but that does not relate solely to the DAY OF THE DEVS mark and the Showcase (e.g., the Double Fine logo) is not included in the Assigned Assets. The Assigned Assets shall also exclude any intellectual property not owned by Double Fine. Double Fine reserves all rights not expressly granted herein.

SHORT FORM TRADEMARK ASSIGNMENT

This Short Form Trademark Assignment is made and entered into by and between Double Fine Productions, Inc, with registered address at 525 Brannan St. #200 San Francisco, CA 94107 and its Affiliates ("Assignor"), and Day of the Devs, LLC, a California limited liability company with a registered address at 4514 N. Figueroa St., Los Angeles, CA 90065 ("Assignee"). This Agreement will be effective as of the date it is fully executed ("Effective Date").


"Affiliate" means, means, in relation to a party, any entity that directly or indirectly controls, is controlled by or is under common control with that party, where "control" means the power to directly or indirectly control the composition of the board of directors or other managing body of that party, or the direct or indirect possession of more than half of the voting equity share capital of that party.

Assignor is the owner of the trademark **DAY OF THE DEVS (U.S. Reg. No. 4,755,349)** registered on June 16, 2015, including all goodwill symbolized thereby ("Trademark"). For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest worldwide in and to the Trademark, together with all of Assignor's goodwill and common law rights connected with the use of and symbolized by the Trademark.

Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all right, title, and interest in and to the Trademark to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effect the assignment.

IN WITNESS WHEREOF, each party has caused the Agreement to be executed by its duly authorized representative.

Double Fine Productions, Inc (Assignor)

By: 

Name: Tim Schafer

Title: Studio Head

Dated: Jan 3, 2024

Day of the Devs, LLC (Assignee)

By: 

Name: Amanda White

Title: Managing Mamber

Dated: Jan 2, 2024