

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI9354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daybreak Game Company LLC		01/24/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Bay Tree Tower Limited		
Street Address:	Commerce House, Wickhams Cay 1		
Internal Address:	P.O. Box 3140		
City:	Road Town		
State/Country:	VIRGIN ISLANDS, BRITISH		
Postal Code:	VG 1110		
Entity Type:	Corporation: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2796518	PLANETSID	
Registration Number:	4358091	PLANETSID 2	
Registration Number:	5962893	PLANETSID ARENA	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	212-813-8800		
Email:	sallirampersad@goodwinlaw.com, TMadmin@goodwinlaw.com		
Correspondent Name:	Shaleena Alli-Rampersad		
Address Line 1:	Goodwn Procter LLP		
Address Line 2:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	141048-393403		
NAME OF SUBMITTER:	SHALEENA ALLI-RAMPERSAD		
SIGNATURE:	SHALEENA ALLI-RAMPERSAD		
DATE SIGNED:	02/06/2024		
Total Attachments: 7			

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is executed, acknowledged and delivered by Daybreak Game Company LLC, a limited liability company under the laws of Delaware with its principal place of business located at 13500 Evening Creek Dr. N., Suite 300, San Diego, CA 92128 (hereinafter referred to as "Assignor"), to Bay Tree Tower Limited, a corporation under the laws of British Virgin Islands with its principal place of business located at Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands, VG1110 (hereinafter referred to as "Assignee").

WHEREAS, Assignor holds all, and is willing to assign to Assignee all, the right, title and interest in certain trademarks, service marks and trade names set forth in Schedule 1 attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase & Sale Agreement, dated as of January 24, 2024 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in, to and under the Marks and the goodwill with which they are associated and which is symbolized by the Marks; and

WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transaction contemplated under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer and convey to Assignee and its successors, assigns and legal representatives, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under (i) the Marks (including any common law rights that may exist and are associated therewith) throughout the world, any registrations and applications for registration thereof, and the goodwill of the Assignor as related to the Marks and symbolized thereby and appurtenant thereto, free and clear of all liens and encumbrances; (ii) all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and (iii) to the extent assignable, all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in income, royalties, profits, damages or payments due on or after the date hereof, including without limitation all claims for damages or payments by reason of past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages. The same to be held and enjoyed by Assignee, its successors and assigns (actual or deemed) or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that, at Assignee's costs, it shall itself from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be reasonably necessary or otherwise reasonably requested by Assignee to render effective this assignment and vest in Assignee beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

Assignor hereby represents and warrants to Assignee that it has complete right, title and interest in, to and under the Marks, and all portions thereof, throughout the world and in perpetuity including without limitation, all goodwill applicable thereto, free and clear of any liens or encumbrances.

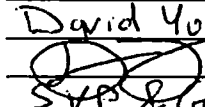
Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

This Assignment shall be binding upon Assignor and its successors and assigns (actual or deemed) and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns (actual or deemed). Assignee shall have the right to assign this Assignment to any third party at its sole discretion.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: DAYBREAK GAME COMPANY LLC
Name: David Youssef,
Signature: 
Title: SVP & General Counsel

ASSIGNEE: BAY TREE TOWER LIMITED
Name: _____
Signature: _____
Title: _____



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a scaled instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: DAYBREAK GAME COMPANY LLC
Name: _____
Signature: _____
Title: _____



ASSIGNEE: BAY TREE TOWER LIMITED
Name: Henry Thien
Signature: [Signature]
Title: Director

Signature Page to Assignment of Trademarks

Schedule 1

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Owner
PLANETSIDE	Argentina	3236847	Apr-08-2013	2655645	Jun-11-2014	Daybreak Game Company LLC (DE LLC)
PLANETSIDE	Brazil	840416458	Feb-08-2013	840416458	Jan-12-2016	Daybreak Game Company LLC (DE LLC)
PLANETSIDE 2 (AND DESIGN) 	Brazil	840416431	Feb-08-2013	840416431	Jan-12-2016	Daybreak Game Company LLC (DE LLC)
PLANETSIDE 2 (AND DESIGN) 	Chile	1052844	Apr-05-2013	1096275	Apr-23-2014	DAYBREAK GAME COMPANY LLC
PLANETSIDE	China	10396772	Jan-06-2012	10396772	May-07-2014	Daybreak Game Company LLC (DE LLC)
PLANETSIDE	China	10396771	Jan-06-2012	10396771	Jun-14-2014	Daybreak Game Company LLC (DE LLC)
PLANETSIDE	China	9126073	Feb-16-2011	9126073	Feb-21-2012	Daybreak Game Company LLC (DE LLC)
PLANETSIDE	China	9126058	Feb-16-2011	9126058	Feb-21-2012	Daybreak Game Company LLC (DE LLC)
PLANETSIDE ARENA (WIPO)	China		May-25-2019	1498953	May-25-2019	Daybreak Game Company LLC (DE LLC)
PLANETSIDE	European Union Intellectual Property Office	002050995	Jan-22-2001	002050995	Jul-10-2002	Daybreak Game Company LLC (DE LLC)
PLANETSIDE ARENA (WIPO)	European Union Intellectual Property Office	1498953	May-25-2019	1498953	May-25-2019	Daybreak Game Company LLC (DE LLC)
PLANETSIDE	Hong Kong	302125863	Dec-29-2011	302125863	Oct-09-2012	Daybreak Game Company LLC (DE LLC)

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Owner
PLANETSID	Indonesia	D002012037142	Jul-31-2012	IDM000450476	Jul-31-2012	Daybreak Game Company LLC (DE LLC)
PLANETSID	Japan	2001-004029	Jan-22-2001	4587575	Jul-19-2002	Daybreak Game Company LLC (DE LLC)
PLANETSID ARENA	Madrid Protocol (TM)	A0086338	May-25-2019	1498953	May-25-2019	Daybreak Game Company LLC (DE LLC)
PLANETSID 2	Malaysia	2012012088	Jul-16-2012	2012012088	Jul-29-2013	Daybreak Game Company LLC (DE LLC)
PLANETSID	Mexico	1364740	Apr-12-2013	1393927	Aug-29-2013	Daybreak Game Company LLC (DE LLC)
PLANETSID	Myanmar	T/2021/009441	Feb-23-2021			Daybreak Game Company LLC (DE LLC)
PLANETSID (STYLIZED) PLANETSID	Peru	529042-2013	Apr-05-2013	77696	Aug-12-2013	Daybreak Game Company LLC (DE LLC)
PLANETSID 2	Philippines	4-2012-008796	Jul-19-2012	4-2012-008796	Nov-29-2012	Daybreak Game Company LLC (DE LLC)
PLANETSID	Republic of Korea	45-2012-0000188	Jan-12-2012	45-0043464	Feb-05-2013	Daybreak Game Company LLC (DE LLC)
PLANETSID	Russian Federation	2012724659	Jul-19-2012	494122	Aug-15-2013	Daybreak Game Company LLC (DE LLC)
PLANETSID	Singapore	T1210286Z	Jul-17-2012	T1210286Z	Nov-29-2012	Daybreak Game Company LLC (DE LLC)
PLANETSID	South Korea	45-2012-0000188	Jan-12-2012	4500434640000	Feb-05-2013	Daybreak Game Company LLC (DE LLC)
PLANETSID	Taiwan	100067175	Dec-29-2011	1571539	Mar-16-2013	Daybreak Game Company LLC (DE LLC)
PLANETSID	Thailand	854807	Jul-17-2012	BOR65560	Jul-17-2012	Daybreak Game Company LLC (DE LLC)
PLANETSID	Turkey	2012/64531	Jul-19-2012	2012/64531	Nov-11-2013	Daybreak Game Company LLC (DE LLC)

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Owner
PLANETSID	United Kingdom	002050995	Jan-22-2001	UK00902050995	Jul-10-2002	Daybreak Game Company LLC (DE LLC)
PLANETSID ARENA	United Kingdom	1498953	May-25-2019	UK00801498953	Jun-22-2020	Daybreak Game Company LLC (DE LLC)
PLANETSID ARENA (WIPO)	United Kingdom		May-25-2019	1498953	May-25-2019	Daybreak Game Company LLC (DE LLC)
PLANETSID	United States of America	76/093341	Jul-20-2000	2796518	Dec-23-2003	Daybreak Game Company LLC (DE LLC)
PLANETSID 2 (AND DESIGN) 	United States of America	85/787191	Nov-26-2012	4358091	Jun-25-2013	Daybreak Game Company LLC (DE LLC)
PLANETSID ARENA	United States of America	88/206572	Nov-27-2018	5962893	Jan-14-2020	Daybreak Game Company LLC (DE LLC)
PLANETSID (STYLIZED) 	Venezuela	10085-2013	May-31-2013	S058834	Jun-18-2014	Daybreak Game Company LLC (DE LLC)
PLANETSID	Vietnam	4-2012-15418	Jul-16-2012	4-0211950-000	Sep-10-2013	Daybreak Game Company LLC (DE LLC)