

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551347

<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>
Fanatee Serviços de Entretenimento Online Ltda		08/31/2019	Corporation: BRAZIL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fanatee, Inc.		
<b>Street Address:</b>	100 S.E. 3rd Avenue		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Fort Lauderdale		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33394		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5247703	CODYCROSS	
<b>Registration Number:</b>	5702694	STOP	
<b>Registration Number:</b>	5713671	STOP	
<b>Registration Number:</b>	5590797		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3059677450		
<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>	3059677450		
<b>Email:</b>	janet@mavenip.com		
<b>Correspondent Name:</b>	Janet C. Moreira		
<b>Address Line 1:</b>	9480 NE 2nd Avenue		
<b>Address Line 2:</b>	Suite 65		
<b>Address Line 4:</b>	Miami Shores, FLORIDA 33138		
<b>ATTORNEY DOCKET NUMBER:</b>	Fanatee		
<b>NAME OF SUBMITTER:</b>	Janet C. Moreira		
<b>SIGNATURE:</b>	/Janet C. Moreira/		
<b>DATE SIGNED:</b>	11/30/2019		

OP \$115.00 5247703

**Total Attachments: 3**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of August 31, 2019 (the "Effective Date"), is made by Fanatee Serviços de Entretenimento Online Ltda, a Brazil corporation, with an address of Rua Padre João Manuel, 1212, Conj. 33, Jardim Paulista, São Paulo, Brazil ("Assignor") in favor of Fanatee, Inc., a Delaware corporation with an address at 100 S.E. 3<sup>rd</sup> Avenue, Suite 1000, Fort Lauderdale, FL 33394 ("Assignee").

WHEREAS, pursuant to a Technology Supply Agreement and Assignment of Intellectual Property Rights ("Sale Agreement"), dated August 31, 2019, and signed in São Paulo, Brazil, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office ("USPTO"), and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

(a) all trademarks set forth on Schedule 1, whether registered or unregistered, any trademark registrations and applications identified on Schedule 1, and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the trademarks;

(b) 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

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and 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 legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the USPTO and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Sale Agreement. Assignor and Assignee agree that this IP Assignment is entered into pursuant to the Sale Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Sale Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Sale Agreement and the terms hereof, the terms of the Sale Agreement shall govern as to and between Assignor and Assignee.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

FANATEE SERVIÇOS DE ENTRETENIMENTO ONLINE LTDA


By: Rogério Silberberg  
 Name: ROGERIO SILBERBERG  
 Title: CEO

FANATEE, INC.

AGREED TO AND ACCEPTED:

By: Gregory Murphy  
 Name: GRIGORIO MURPHY  
 Title: SECRETARY & TREASURER

**SCHEDULE 1  
 ASSIGNED IP**

Registration No.	Trademark	Class/Goods/Services	Registration Date (month/day/year)	Deadlines (month/day/year)	Expiration Date (month/day/year)
5247703		Int. Cl. 099: Computer game software for use on mobile and cellular phones; downloadable electronic game software for use on	07/16/2017	Section 8 and 15	07/16/2022-07/16/2023

		mobile and cellular phones, handheld computers, and personal computing device			
5702694		Int. Cl. 092: Computer code conversion for others; Computer software development; Computer software development and computer programming development for others; Installation of computer software; Leasing of computer programs; Updating of computer software	03/19/2019	Section 8 and 15	03/19/2024-03/19/2025
5713671		Int. Cl. 009: Computer game programmes downloadable via the Internet; Downloadable computer game programs; Game software; Computer game software	03/19/2019	Section 8 and 15	03/19/2024-03/19/2025
5590797		Int. Class 009: Computer game software for use on mobile and cellular phones; downloadable electronic game software for use on mobile and cellular phones, handheld computers, and personal computing devices  International Class 041: Entertainment services, namely, providing brain training games online and immobile wireless farm	10/23/2018	Section 8 and 15	10/23/2023-10/23/2024

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