

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568922

<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>
Hi-Rez Studios, Inc.		01/31/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prophecy Games, Inc.		
<b>Street Address:</b>	4300 Alexander Drive		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30022		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88293142	PROPHECY	
<b>Serial Number:</b>	88293161	PROPHECY	
<b>Serial Number:</b>	88293167	PROPHECY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7027929002		
<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>	7027923773		
<b>Email:</b>	lvpto@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP; Attn:L.Thompson		
<b>Address Line 1:</b>	10845 Griffith Peak Drive		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Las Vegas, NEVADA 89135		
<b>ATTORNEY DOCKET NUMBER:</b>	086185.027100		
<b>NAME OF SUBMITTER:</b>	Lauri S. Thompson		
<b>SIGNATURE:</b>	/Lauri S. Thompson/		
<b>DATE SIGNED:</b>	03/25/2020		
<b>Total Attachments: 7</b>			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of January 31, 2020 (the "Effective Date"), is by and between Hi-Rez Studios, Inc., a Delaware corporation ("Assignor"), and Prophecy Games, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has intended to use the mark PROPHECY in commerce for a new video game franchise that it has been developing, and has filed three trademark applications, in the United States Patent and Trademark Office, on February 7, 2019, indicating that intention, but has not yet filed allegations of use under §§ 1(c) or 1(d) of The Trademark Act. The trademark applications were assigned Serial Numbers, 88/293,142; 88/293,142; and 88/293,142, the details are more fully set forth on Schedule 1 attached hereto (collectively, the "Marks");

WHEREAS, Assignor, Assignee and Erez Goren ("Goren") have entered into that certain Stock Purchase Agreement, dated the date hereof (the "Purchase Agreement"), pursuant to which the Assignor has agreed to contribute certain assets to Assignee including the Marks and the goodwill of the business to which the Marks pertain, in exchange for receiving an equity interest in Assignee.

NOW, THEREFORE, in consideration of the foregoing and pursuant to the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto agree as follow:

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all of Assignor's right, title and interest (for all countries) in and to the Marks, including all federal and common law rights, and all the rights and privileges under any Marks that may be granted therefor, together with the goodwill of the business associated with the Marks; and all applications for trademark registration.
2. Assignee hereby accepts all of the right, title, and interest in and to the Marks.
3. Assignor hereby authorizes the United States Patent and Trademark Office (USPTO) to assign any pending trademark applications, and has executed a short form trademark assignment, attached as Schedule 2, to be filed with the USPTO for such purposes.
4. Assignor agrees that, at any time, upon the request of the Assignee, Assignor will execute and deliver all papers, take all rightful oaths, and do all acts which may be necessary or desirable to secure and maintain protection on the Marks throughout all countries of the world and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees, and otherwise to do all that is necessary to give full effect to and to perfect the rights of the Assignee under this Trademark Assignment, including the execution, delivery and procurement of any and all further documents evidencing this Trademark Assignment, transfer and sale as may be necessary or desirable.
5. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Trademark Assignment.

6. Assignor further covenants that at any time, upon the request of the Assignee, Assignee will be provided promptly with all pertinent facts and documents relating to the Marks as may be known and accessible to Assignor and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee, its successors, assigns and legal representatives or nominees, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Marks which may be necessary or desirable to carry out the purposes thereof.

7. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for trademark, service mark or other form of protection for the Marks, the benefit of the right of priority provided by the laws of any country or countries, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

8. Assignor did conduct reasonable due diligence in clearance of the Mark, however, Assignor makes no representations or warranties, expressed or implied, that it has the exclusive right to use the Mark or that the USPTO will accept the Mark for registration. Assignee acknowledges and agrees it assumes all risk associated with (a) other claims to the right to use the Mark and (b) the rejection by the USPTO of (i) the Trademark Assignment and (ii) the registration of the Mark.

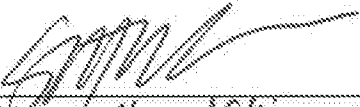
9. Assignor represents and warrants to Assignee that it has had a good faith intent to use the Mark in United States commerce prior to the execution of this Agreement and has not abandoned that intent.

*[Signature pages immediately follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the Effective Date.

**ASSIGNOR:**

HI-REZ STUDIOS, INC.

By:   
Name: STEVEN CHISAM  
Title: CEO

**ASSIGNEE:**

PROPHECY GAMES, INC.

By:   
Name: EREZ GOREN  
Title: CEO

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 006900 FRAME: 0186**

**Schedule 1**

**Marks**

<b>Mark Name</b>	<b>Country</b>	<b>Status</b>	<b>App. No.</b>	<b>Filed Date</b>	<b>Class Description</b>
PROPHECY	USA	Application	88/293,142	2019-02-07	9 - Video-game software; video-game software that may be downloaded from a global computer network; video-game software for use on mobile devices, tablets, and cellular phones; video-game software for use on standalone clients
PROPHECY	USA	Application	88/293,161	2019-02-07	38 - Providing online chat rooms and bulletin boards for transmission, reception and sharing of messages by means of electronic or optical communications networks, all in the fields of computer game entertainment or amusement activities and multi-player online computer game cooperation and competitions
PROPHECY	USA	Application	88/293,167	2019-02-07	41 - Entertainment services in the nature of an online interactive game provided by means of a global computer network; providing information online relating to computer games, online computer games, computer game entertainment and amusement activities, and multi-player online computer game cooperation and competitions; publishing of electronic publications

**Schedule 2**

**TRADEMARK ASSIGNMENT**

WHEREAS, HI-REZ STUDIOS, INC., a Delaware corporation and video game developer and publisher (hereinafter "HI-REZ") has intended to use the mark PROPHECY (the "Marks") in commerce for a new video game franchise that it has been developing, and has filed three trademark applications on February 7, 2019, indicating that intention, but has not yet filed allegations of use under §§ 1(c) or 1(d) of The Trademark Act. The trademark applications were assigned Serial Numbers, 88/293,142; 88/293,142; and 88/293,142, the details are more fully set forth on Exhibit A, attached and incorporated herein, and

WHEREAS, HI-REZ is assigning the Marks in the above-identified applications as part of the portion of HI-REZ's business to which the Mark pertains as required by 15 U.S.C. § 1060;

WHEREAS, PROPHECY GAMES, INC., a Delaware corporation (hereinafter "PGI"), the successor of the ongoing and existing portion of HI-REZ's business to which the Marks pertain, is desirous of acquiring said trademarks and the pending intent-to-use applications on Exhibit A;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, HI-REZ does hereby assign to PGI all right, title and interest in and to the PROPHECY trademarks, and to the goodwill of business symbolized thereby.

Hi-Rez Studios, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Title:

# TRADEMARK ASSIGNMENT

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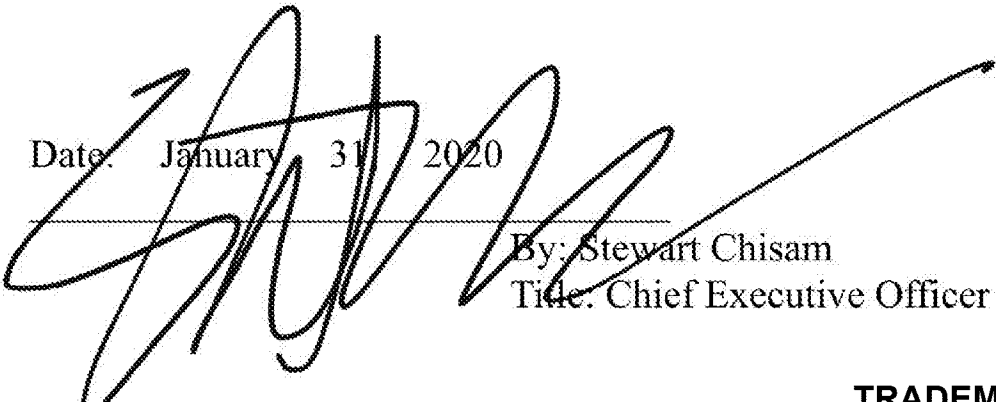
WHEREAS, HI-REZ is assigning the Marks in the above-identified applications as part of the portion of HI-REZ's business to which the Mark pertains as required by 15 U.S.C. § 1060;

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Hi-Rez Studios, Inc.

Date: January 31, 2020

  
By: Stewart Chisam  
Title: Chief Executive Officer



**EXHIBIT A**

<b>Mark Name</b>	<b>Country</b>	<b>Status</b>	<b>App. No.</b>	<b>Filed Date</b>	<b>Class Description</b>
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