

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570864

<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>
Hypixel Inc.		12/11/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hypixel Studios Inc.		
<b>Street Address:</b>	2572 Daniel-Johnson Boulevard, 2nd Floor		
<b>City:</b>	Laval		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87553817	HYPIXEL	
<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>	2126218239		
<b>Email:</b>	michael@leelawservices.com		
<b>Correspondent Name:</b>	Michael Lee		
<b>Address Line 1:</b>	579 Fifth Avenue, 14th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Michael Lee		
<b>SIGNATURE:</b>	/michael lee/		
<b>DATE SIGNED:</b>	04/07/2020		
<b>Total Attachments: 3</b>			
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source=Hypixel - Trademark Assignment Agreement [Executed]_104474616_2_0 (1)#page2.tif			
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OP \$40.00 87553817

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT dated as of December 11, 2018 between HYPIXEL INC., a Canadian corporation, having its registered office at 76 ch. de l'Émeraude, Val-des-Monts (Québec) J8N 5A7, Canada, (the "**Assignor**"), and HYPIXEL STUDIOS INC., a Canadian corporation, having its registered office at 2572 Daniel-Johnson Boulevard, 2<sup>nd</sup> Floor, Laval, Quebec, H7T 2R3, Canada (the "**Assignee**").


1. Reference is made to that certain asset purchase agreement dated of even date herewith between, the Assignor and the Assignee (the "**Purchase Agreement**"), pursuant to which the Assignor agreed to sell, transfer and assign to the Assignee all of of the Assignor's right, title and interest, in and to, *inter alia*, the trademarks shown on the attached Schedule A (collectively, the "**Trademarks**").
2. The Assignor, in consideration of US \$1.00 and other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, agrees to and does hereby sell, assign and transfer to the Assignee, its successors and assigns, any and all right, title and interest in the United States and possessions in, to, and under the Trademarks, including all rights in and to the applications and registrations set forth in the said Schedule, together with the goodwill and moral rights attaching thereto, and with all causes of action for any and all past, present, and future infringements of the rights being assigned and the right to collect and retain the proceeds therefrom, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the said assigned right, title and interest could have been held and enjoyed by the Assignor if this assignment had not been made.
3. Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignors shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
4. This agreement is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and this agreement, the terms of the Purchase Agreement shall govern.

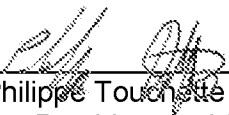
[Signature page follows]

IN WITNESS WHEREOF the parties have executed this agreement on the draft first mentioned above.

**HYPixel INC.**

**HYPixel STUDIOS INC.**

By:   
Name: Philippe Touchette  
Title: Vice-President and Secretary

By:   
Name: Philippe Touchette  
Title: Vice-President and Secretary

**SCHEDULE A  
Trademarks**

TRADEMARK	APPLICATION NO.	REGISTRATION NO.
Hypixel	87553817	-
Hytale	87121524	-