

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asmodee North America, Inc.		02/19/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	PLAID HAT GAMES		
Street Address:	1178 Stampede Drive		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75036		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5464698	PLAID HAT GAMES	
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>			
Email:	legal@asmodeena.com		
Correspondent Name:	Jacinda Wilson		
Address Line 1:	1995 West County Road B2		
Address Line 2:	Asmodee North America, Inc.		
Address Line 4:	Roseville, MINNESOTA 55113		
NAME OF SUBMITTER:	Jacinda Wilson		
SIGNATURE:	/jacindawilson/		
DATE SIGNED:	06/14/2021		
Total Attachments: 2			
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OP \$40.00 5464698

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made effective as of February 19, 2020, by ASMDEE NORTH AMERICA, INC., a Minnesota corporation ("Assignor") to PLAID HAT GAMES, LLC, a Texas limited liability company ("Assignee").

Whereas Assignor and Assignee entered into that certain Asset Purchase Agreement dated February 19, 2020 (the "Purchase Agreement"), under which Assignor agreed to sell, convey, and assign to Assignee the rights and interests of Assignor in certain registered and unregistered trademarks, service marks, copyrights, applications, goodwill, trade secrets, confidential information and other intellectual property as described in Schedule 1 (the "Purchased IP"); and,

WHEREAS, in connection with the closing and consummation of the Purchase Agreement, Assignor desires to evidence the assignment of the Purchased IP to Assignee;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby makes the following assignment:

1. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Purchased IP, together with the goodwill associated therewith and including all common law trademark, service mark and trade name rights in the Purchased IP, as well as the right to recover and have damages and profits for past and future infringements, if any.
2. Assignor further covenants and agrees, for itself and its successors and assigns, to provide reasonable assistance to Assignee, at Assignee's expense, in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Purchased IP, including applications, contests, renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make or pursue covering the Purchased IP.
3. The assignment made by Assignor hereunder is subject to the warranties, representations, covenants and indemnification obligations of Assignor under the Purchase Agreement, all of which are hereby expressly incorporated by reference.
4. This assignment is binding upon the successors and assigns of Assignor and will inure to the benefit of the successors and assigns of Assignee.
5. Assignor covenants and agrees that Assignor will not execute any writing nor do any act whatsoever conflicting with this assignment, and that Assignor, its successors and assigns, will at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this assignment, and in enforcing any rights relating hereto.
6. All applicable federal and state authorities and agencies are hereby authorized and requested by Assignor to recognize Assignee as the sole owner of the Purchased IP. Assignor hereby also authorizes and requests the equivalent authorities in foreign countries to recognize Assignee as the sole owner of the Purchased IP in such foreign countries, as may be applicable.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Intellectual Property by its duly authorized representative, effective as of the day and year first above written.



Stephen Horvath (May 14, 2022 12:01 CDT)

Stephen Horvath
President, Head of Group Publishing
Asmodee North America, Inc.

SCHEDULE 1

List of Purchased IP

Any and all copyright, trademark, game design, digital files, domain name, and other intellectual property rights held by Assignor in and to:

Table #	Intellectual Property
1	The <i>Plaid Hat Games</i> logo
2	The <i>Plaid Hat Games</i> standard character registered trademark, U.S. Reg. No. 5,464,698
3	The <i>Abomination: Heir of Frankenstein</i> game
4	The <i>Ashes</i> game line
5	The <i>City of Remnants</i> game
6	The <i>Comanauts</i> game
7	The <i>Crossfire</i> game
8	The <i>Crystal Clans</i> game
9	The <i>Forgotten Waters</i> game (unreleased)
10	The <i>Gen7</i> game
11	The <i>Guardians</i> game
12	The <i>Neon Gods</i> game
13	The <i>Quirky Circuits</i> game
14	The <i>Specter Ops</i> game line
15	The <i>Starship Samurai</i> game
16	The <i>Summoner Wars</i> game line
17	The <i>Super Punch Fighter</i> game line

With the exception of Table #2 above, all copyright and trademark rights in the table above are common law as of the effective date of the Purchase Agreement.