

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688991

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                                     |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name                                 | Formerly | Execution Date | Entity Type         |
|--------------------------------------|----------|----------------|---------------------|
| Marchewka Trademark Holder<br>Sp. J. |          | 10/14/2021     | Partnership: POLAND |

**RECEIVING PARTY DATA**

|                          |                             |
|--------------------------|-----------------------------|
| <b>Name:</b>             | Techland S.A.               |
| <b>Street Address:</b>   | Zolkiewskiego               |
| <b>Internal Address:</b> | 3                           |
| <b>City:</b>             | Ostrow Wielkopolski         |
| <b>State/Country:</b>    | ILLINOIS                    |
| <b>Postal Code:</b>      | 63-400                      |
| <b>Entity Type:</b>      | Joint Stock Company: POLAND |

**PROPERTY NUMBERS Total: 27**

| Property Type        | Number  | Word Mark            |
|----------------------|---------|----------------------|
| Registration Number: | 3589106 | CALL OF JUAREZ       |
| Registration Number: | 4720846 | DYING LIGHT          |
| Registration Number: | 4837171 | DYING LIGHT          |
| Registration Number: | 4973504 | DYING LIGHT          |
| Registration Number: | 4413369 | TECHLAND             |
| Registration Number: | 4679419 | DYING LIGHT          |
| Registration Number: | 4748556 | DYING LIGHT          |
| Registration Number: | 5486944 | PURE FARMING         |
| Registration Number: | 5530632 | PURE FARMING         |
| Registration Number: | 5530633 | PURE FARMING         |
| Registration Number: | 5530634 | PURE FARMING         |
| Registration Number: | 5530635 | PURE FARMING         |
| Registration Number: | 5675972 | GEMLY                |
| Registration Number: | 5734504 | DYING LIGHT          |
| Registration Number: | 5863450 | GOD'S TRIGGER        |
| Registration Number: | 5868728 | GOD'S TRIGGER        |
| Registration Number: | 6396900 | C-ENGINE             |
| Registration Number: | 6176127 | ARISE A SIMPLE STORY |

TRADEMARK

| Property Type        | Number   | Word Mark                |
|----------------------|----------|--------------------------|
| Registration Number: | 6230229  | HELLRAID                 |
| Serial Number:       | 88368000 | HELLRAID                 |
| Serial Number:       | 88530850 | CRIME CITIES BY TECHLAND |
| Serial Number:       | 88723852 | GUNSLINGER               |
| Serial Number:       | 90474195 | DYING LIGHT              |
| Serial Number:       | 90658341 | DYING LIGHT 2 STAY HUMAN |
| Serial Number:       | 90237286 | STREET ROD               |
| Serial Number:       | 87731597 | C-ENGINE                 |
| Serial Number:       | 87731596 | C-ENGINE                 |

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Phone:** 3128404320  
**Email:** mharris@taftlaw.com  
**Correspondent Name:** Marcus Stephen Harris  
**Address Line 1:** Suite 2800  
**Address Line 2:** 111 E. Wacker  
**Address Line 4:** Chicago, ILLINOIS 60601

#### DOMESTIC REPRESENTATIVE

**Name:** Marcus Stephen Harris  
**Address Line 1:** 111 E. Wacker  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60601

|                           |                       |
|---------------------------|-----------------------|
| <b>NAME OF SUBMITTER:</b> | Marcus Stephen Harris |
| <b>SIGNATURE:</b>         | /msh/                 |
| <b>DATE SIGNED:</b>       | 11/18/2021            |

#### Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of October 14th, 2021 (the "Effective Date"), is entered into by and between Techland S.A., a Polish registered joint-stock company having a place of business at Zolkiewskiego 3, Ostrow Wielkopolski, Poland 63-400 ("Assignee"), and Marchewka Trademark Holder Sp. j., a Polish registered partnership having a place of business at Zolkiewskiego 3, Ostrow Wielkopolski, Poland 63-400 ("Assignor").

WHEREAS, Assignor is the owner of the trademarks identified on Schedule A to this Agreement (the "Trademarks");

WHEREAS, with respect to certain Trademarks that are the subject of pending intent-to-use applications filed with the United States Patent and Trademark Office ("USPTO"), Assignee is the successor to the ongoing and existing business of Assignor to which such Trademarks relate;

WHEREAS, Assignee, is desirous of acquiring all rights to such Trademarks; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Assignor hereby conveys, transfers, and assigns to Assignee, and Assignee accepts, all right, title, and interest whatsoever to the Trademarks identified on Schedule A to this Agreement as held by the Assignor as of the Effective Date of this Agreement (including pending trademark applications filed with the USPTO), together with:

- (1) the related business and goodwill of the business symbolized by the Trademarks;
- (2) the right to sue for past, present or future infringement or misappropriation of the Trademarks; and
- (3) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks.

With respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which the respective Trademark pertains, and that business is ongoing and existing.

Assignor covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.

As of the date of this Assignment, Assignor shall have no responsibility for maintaining or otherwise controlling the aforesaid Trademarks.

This Trademark Assignment may be executed in several counterparts and as so executed shall constitute one acknowledgment and shall be binding upon all parties hereto, notwithstanding that all parties which are signatories do not appear on the same page.

IN WITNESS WHEREOF, the undersigned Assignor and Assignee have executed this transfer and assignment in favor of Assignee as of the Effective Date.

Assignor

Marchewka Trademark Holder sp. j.

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

Name: Pawel Marchewka

Title: Shareholder

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

Assignee

Techland S

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

Name: Pawel Marchewka

Title: President of the Management Board

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

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

Name: Aleksandra Marchewka

Title: Member of the Management Board

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

## SCHEDULE A

| <u>Trademark</u>         | <u>U.S. Reg. No.</u> | <u>U.S. Ser. No.</u> | <u>Reg. Date</u> |
|--------------------------|----------------------|----------------------|------------------|
| CALL OF JUAREZ           | 3,589,106            | 78/823,504           | March 10, 2009   |
| DYING LIGHT              | 4,720,846            | 85/983,461           | April 14, 2015   |
| DYING LIGHT              | 4,837,171            | 85/901,067           | Oct. 20, 2015    |
| DYING LIGHT              | 4,973,504            | 85/983,823           | June 7, 2016     |
| TECHLAND                 | 4,413,369            | 85/729/001           | Oct. 8, 2013     |
| DYING LIGHT              | 4,679,419            | 85/901,077           | Jan. 27, 2015    |
| DYING LIGHT              | 4,748,556            | 85/978,923           | June 2, 2015     |
| PURE FARMING             | 5,486,944            | 86/823,901           | June 5, 2018     |
| PURE FARMING             | 5,530,632            | 86/823,904           | July 31, 2018    |
| PURE FARMING             | 5,530,633            | 86/823,905           | July 31, 2018    |
| PURE FARMING             | 5,530,634            | 86/823,906           | July 31, 2018    |
| PURE FARMING             | 5,530,635            | 86/823,909           | July 31, 2018    |
| GEMLY                    | 5,675,972            | 87/469,304           | Feb. 12, 2019    |
| DYING LIGHT              | 5,734,504            | 87/465,635           | April 23, 2019   |
| GOD'S TRIGGER            | 5,863,450            | 87/049,212           | Sept. 17, 2019   |
| GOD'S TRIGGER            | 5,868,728            | 87/049,229           | Sept. 24, 2019   |
| C-ENGINE                 | 6,396,900            | 87/731,595           | June 22, 2021    |
| ARISE A SIMPLE STORY     | 6,176,127            | 88/457,468           | Oct. 13, 2020    |
| HELLRAID                 | 6,230,229            | 88/979,354           | Dec. 22, 2020    |
| HELLRAID                 |                      | 88/368,000           | ITU Application  |
| CRIME CITIES BY TECHLAND |                      | 88/530,850           | ITU Application  |
| GUNSLINGER               |                      | 88/723,852           | ITU Application  |

|                          |            |                 |
|--------------------------|------------|-----------------|
| DYING LIGHT              | 90/474,195 | ITU Application |
| DYING LIGHT 2 STAY HUMAN | 90/658,341 | ITU Application |
| STREET ROD               | 90/237,286 | ITU Application |
| C-ENGINE                 | 87/731,597 | ITU Application |
| C-ENGINE                 | 87/731,596 | ITU Application |

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