

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5480024

|   |                                       |
|---|---------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                        |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                            |
| <b>CONVEYING PARTY DATA</b>   |                                       |
| <b>Name</b>   | <b>Execution Date</b>                 |
| GAMEFLY, INC.   | 05/03/2018                            |
| GAMEFLY ISRAEL LTD.   | 05/03/2018                            |
| <b>RECEIVING PARTY DATA</b>   |                                       |
| <b>Name:</b>  | ELECTRONIC ARTS INC.                  |
| <b>Street Address:</b>  | 209 REDWOOD SHORES PARKWAY            |
| <b>City:</b>  | REDWOOD CITY                          |
| <b>State/Country:</b>   | CALIFORNIA                            |
| <b>Postal Code:</b>   | 94065                                 |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                       |
| <b>Property Type</b>  | <b>Number</b>                         |
| Application Number:   | 16370766                              |
| <b>CORRESPONDENCE DATA</b>  |                                       |
| <b>Fax Number:</b>  | (312)984-7700                         |
| <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>   | 312-984-7750                          |
| <b>Email:</b>   | ipdocketmwe@mwe.com, cmbenson@mwe.com |
| <b>Correspondent Name:</b>  | MCDERMOTT WILL & EMERY LLP            |
| <b>Address Line 1:</b>  | 500 NORTH CAPITOL STREET NW           |
| <b>Address Line 4:</b>  | WASHINGTON, D.C. 20001                |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 100479-0080                           |
| <b>NAME OF SUBMITTER:</b>   | AHSAN A. SHAIKH, REG. NO. 61861       |
| <b>SIGNATURE:</b>   | /Ahsan A. Shaikh/                     |
| <b>DATE SIGNED:</b>   | 04/17/2019                            |
| <b>Total Attachments: 5</b>   |                                       |
| source=100479-0080_Gamefly to EA Assignment#page1.tif   |                                       |
| source=100479-0080_Gamefly to EA Assignment#page2.tif   |                                       |
| source=100479-0080_Gamefly to EA Assignment#page3.tif   |                                       |
| source=100479-0080_Gamefly to EA Assignment#page4.tif   |                                       |
| source=100479-0080_Gamefly to EA Assignment#page5.tif   |                                       |

## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is entered into as of May 3, 2018 by and between Electronic Arts Inc., a Delaware corporation ("**Buyer**"), GameFly, Inc., a Delaware corporation ("**Seller**"), and GameFly Israel Ltd., a company organized under the laws of the State of Israel and a wholly-owned subsidiary of Seller (the "**Company**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Buyer, Gulfstream Purchase Ltd., a company organized under the laws of the State of Israel and a wholly-owned subsidiary of Buyer, Seller and the Company are parties to that certain Asset Purchase Agreement, dated as of March 25, 2018 (as amended, the "**Purchase Agreement**"), pursuant to which Buyer has agreed to purchase from the Company and the Company has agreed to sell, assign, transfer, convey and deliver to Buyer all of the Company's right, title and interest in the Business IP Assets.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto agree as follows:

1. **Sale, Transfer and Assignment of Business IP Assets.** In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer hereby purchases from the Company and the Company hereby sells, assigns, transfers, conveys and delivers to Buyer all of the Company's right, title and interest in the Business IP Assets (including the assets detailed in Exhibit A to this Agreement), free and clear of any Encumbrances (other than the rights granted pursuant to the International License Agreement, the Services Agreement and other than Permitted Encumbrances).

2. **Purchase Price.** The Company hereby acknowledges payment in full of the entire Purchase Price for the Business IP Assets.

3. **Further Assurances.** Seller and the Company shall execute such further documents, deeds, bills of sale, assignments and assurances and take such further actions as may reasonably be required by Buyer to consummate the transactions contemplated by the Purchase Agreement and this Agreement, to vest Buyer with full title to any and all of the Business IP Assets, free and clear of all Encumbrances, except as mentioned in this Agreement and the Purchase Agreement, or to effect any of the other purposes of this Agreement and the Purchase Agreement.

4. **Unassignable Assets.** Notwithstanding anything to the contrary contained in this Agreement, to the extent that the sale, assignment, transfer, conveyance or delivery or attempted sale, assignment, transfer, conveyance or delivery to Buyer of any of the Business IP Assets is prohibited by any applicable Laws or would require any consent or waiver of any Governmental Entity or third party and such consent or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or any attempted sale, assignment, transfer, conveyance or delivery thereof, and Buyer shall not assume any obligations thereunder.

6. **Effect of Assignment.** Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

7. **Taxes.** All Taxes shall be payable in accordance with and subject to the terms and conditions of the Purchase Agreement.

8. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. The parties agree that any and all claims and disputes under this Agreement shall be resolved in accordance with and subject to the terms and conditions set forth in Section 11.9 of the Purchase Agreement.

9. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties hereto without the prior written consent of the other party hereto, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

10. **Severability.** If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto shall use all reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart.

12. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AND ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

ELECTRONIC ARTS INC.

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

Name: Jake Schatz

Title: EVP, GC

[SIGNATURE PAGE TO U.S. ASSET PURCHASE AGREEMENT]

PATENT  
REEL: 048916 FRAME: 0458

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

GAMEFLY, INC.

By:   
Name: David Hodess  
Title: CEO

GAMEFLY ISRAEL LTD.

By:   
Name: David Hodess  
Title: Director

**EXHIBIT A**

| Patent, Application or Publication Number | Jurisdiction   |
|---|----------------|
| 8,154,553                                 | US             |
| 2364190                                   | EU             |
| 8,264,493                                 | US             |
| 8,321,903                                 | US             |
| 2016-0330487-A1                           | US             |
| 9,407,923                                 | US             |
| 2015-0174478-A1                           | US             |
| 9,380,097                                 | US             |
| 9,538,215                                 | US             |
| 2016-0225117-A1                           | US             |
| 3050605                                   | EU             |
| <del>2016/014601</del>                    | <del>PCT</del> |
| 2017-0262952 9,947,068                    | US             |
| 2017/153975                               | PCT            |
| 15/677,463                                | US             |