

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8000313

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HOTHEAD GAMES INC.	12/31/2016
RECEIVING PARTY DATA	
Name:	1098109 B.C. LTD.
Street Address:	1555 WEST PENDER STREET
City:	VANCOUVER, BRITISH COLUMBIA
State/Country:	CANADA
Postal Code:	V6G 2T1
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18207011
CORRESPONDENCE DATA	
Fax Number:	(650)812-3444
<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>	
Phone:	(650)812-3400
Email:	jmiranda@carrferrell.com, patdocket@carrferrell.com
Correspondent Name:	CARR & FERRELL LLP
Address Line 1:	411 BOREL AVENUE, SUITE 603
Address Line 4:	SAN MATEO, CALIFORNIA 94402
ATTORNEY DOCKET NUMBER:	10171US
NAME OF SUBMITTER:	JERSEY MIRANDA
SIGNATURE:	/Jersey Miranda/
DATE SIGNED:	06/10/2023
Total Attachments: 3	
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CONFIRMATORY ASSIGNMENT OF PATENTS

THIS CONFIRMATORY ASSIGNMENT made effective as of December 31, 2016

BETWEEN:

HOTHEAD GAMES INC., a company incorporated under the laws of the Province of British Columbia, Canada, with a principal place of business at 1555 West Pender Street, Vancouver, BRITISH COLUMBIA, V6G 2T1, CANADA (and previous addresses at 350 - 887 Great Northern Way, Vancouver, BRITISH COLUMBIA, V5T 4T5, CANADA, and Suite 408-1008 Homer Street, Vancouver, BRITISH COLUMBIA, V6B 2X1, CANADA)

(the "Assignor")

AND:

1098109 B.C. LTD., a company incorporated under the laws of the Province of British Columbia, Canada, with a principal place of business at 1555 West Pender Street, Vancouver, BRITISH COLUMBIA, V6G 2T1, CANADA

(the "Assignee")

WHEREAS:

- A. The Assignor and the Assignee entered into an Asset Purchase Agreement dated December 31, 2016 (the "**Purchase Agreement**") pursuant to which the Assignor sold, and the Assignee purchased, the Purchased Business (as defined in the Purchase Agreement), including all rights, title, and interests in and to all patents and patent applications owned by the Assignor, including the patents and patent applications as listed in Schedule A attached hereto (the "**Patents**"); and
- B. The Assignor and Assignee wish to confirm that the Assignor has sold, assigned, and transferred, pursuant to the Purchase Agreement, all right, title, and interest in and to the Patents to the Assignee for the purpose of recording such assignment with the applicable intellectual property offices.

NOW THEREFORE, For good and valuable consideration, the receipt of which is hereby acknowledged by the parties, further to the Purchase Agreement, the parties agree as follows:

1. The Assignor hereby confirms that it has sold, assigned, and transferred to the Assignee all of its right, title and interest, throughout the world, in and to the Patents and all inventions and improvements disclosed therein (the "**Improvements**"), including, without limiting the generality of the foregoing, any and all: (a) utility, divisional, continuing, substitute, renewal, reissue, and all other patent applications which have been or shall be filed in the United States and all foreign countries on any of the Improvements; (b) original and reissued patents which have been or shall be issued in the United States and all foreign countries on the Improvements; (c) rights of priority resulting from the filing of such patent applications under international conventions, treaties, or otherwise; and (d) the rights relating thereto that may arise at law, including rights of action resulting from prior infringement or other unauthorized use and rights to sue third parties and retain damages (including damages for infringement of provisional rights) for patent infringement based on activities occurring on, prior to and after the execution date hereof.

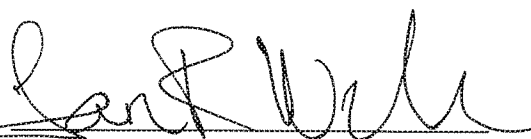
2. The Assignor agrees that the Assignee may apply for and receive patents for the Improvements in its own name; and that, when requested, without charge to, but at the expense of, the Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all Improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to the Assignee, its successors, assigns, and representatives, all facts known to the Assignor relating to the Improvements and the history thereof; and generally do everything possible which the Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for the Improvements and for vesting title to the Improvements and the Patents, in the Assignee, its successors, assigns and legal representatives.

3. The Assignee hereby confirms that it has accepted the sale, transfer, and assignment of all of the Assignor's right, title, and interest, throughout the world, in and to the Patents and the Improvements.

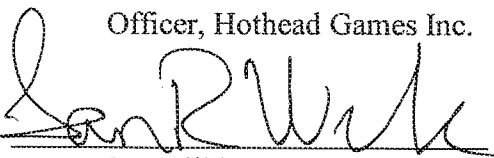
4. The Assignor covenants with the Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property conveyed under this Confirmatory Assignment has been made to others by the Assignor, and that full right to convey the same as herein expressed is possessed by the Assignor.

IN WITNESS WHEREOF the parties have executed this Confirmatory Assignment effective as of December 31, 2016.

Hothead Games, Inc.

By: 
Name: Ian Wilkinson
Title: President and Chief Executive Officer, Hothead Games Inc.

1098109 B.C. Ltd.

By: 
Name: Ian Wilkinson
Title: President and Chief Executive Officer, 1098109 B.C. Ltd.