

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwinter Entertainment, Inc.		05/13/2022	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Improbable Worlds Limited		
Street Address:	10 Bishops Square		
City:	London		
State/Country:	ENGLAND AND WALES		
Postal Code:	E1 6EG		
Entity Type:	Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6309192	SCAVENGERS	
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>			
Phone:	6123325300		
Email:	jwolfe@merchantgould.com		
Correspondent Name:	Danielle I. Mattessich		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
NAME OF SUBMITTER:	Danielle I. Mattessich		
SIGNATURE:	/daniellemattessich/		
DATE SIGNED:	08/02/2022		
Total Attachments: 13			
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DATED

13 May 2022

DEED OF ASSIGNMENT

between

IMPROBABLE WORLDS LIMITED

and

MIDWINTER ENTERTAINMENT, INC.

PARTIES

- (1) **IMPROBABLE WORLDS LIMITED** incorporated and registered in England and Wales with company number 8070525 whose registered office is at 10 Bishops Square, London, E1 6EG ("**Improbable**"); and
- (2) **MIDWINTER ENTERTAINMENT, INC.** a corporation organised under the laws of Washington State, whose principal place of business is at 12250 Kirkland Way, Suite 201, Kirkland, Washington, 98033-3421 ("**Midwinter**").

Background

- (A) Midwinter is a wholly owned subsidiary of Improbable and currently operates as a game development studio which for the last three years has been developing the Scavengers Game.
- (B) On 18 February 2022, Improbable and Midwinter entered into a term sheet with Behaviour Interactive, Inc. ("**Behaviour**"), under which it is intended that Improbable and Midwinter will sell certain assets to Behaviour, including the Midwinter Brand (as defined below).
- (C) As part of an internal reorganisation related to the Behaviour transaction, Improbable and Midwinter wish to assign the Assigned Rights (as defined below), on the terms set out in this Deed, with effect from the date stated at the top of this Deed (the "**Effective Date**").

Agreed terms

1. Interpretation

- 1.1 The following definitions apply in this agreement, in addition to those set out above on this page:
 - (a) **Assigned Rights:** means all Intellectual Property Rights owned by Midwinter in: (i) the Scavengers Game; (ii) the Scavengers Brand; (iii) all data, metrics and analytics associated with the Scavengers Game; and (iv) all other Intellectual Property Rights held by or on behalf of Midwinter, except for those Intellectual Property Rights existing in the Midwinter Brand.
 - (b) **Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- (c) **Midwinter Brand** means all trademarks, domain names and social media pages related to the name “Midwinter” as set out in Appendix 1.
- (d) **Moral Rights** means any rights to attribution or claim authorship of a work of authorship, to object to or prevent the modification of any work of authorship, or to withdraw from circulation or control the publication or distribution of any work, and any similar right, existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty, regardless of whether or not such rights are denominated or generally referred to as “moral rights”, “artist’s rights,” “droit moral,” or the like.
- (e) **Scavengers Brand** means all trademarks, domain names and social media pages related to the name “Scavengers” as set out in Appendix 1.
- (f) **Scavengers Game** means the video game and associated multimedia (including all musical compositions) in whatever form developed by Midwinter and known as “Scavengers”, including all gameplay mechanics, work-in-progress and unreleased content, features and code related to such game, as well as related documentation in print or electronic form.

2. Assignment

- 2.1 With effect from the Effective Date, in consideration of the sum of £1 (receipt of which Midwinter expressly acknowledges), Midwinter assigns to Improbable absolutely with full title guarantee, all its right, title and interest in and to the Assigned Rights including:
 - (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in any patents, registered designs and trade marks;
 - (b) all goodwill attaching to the Scavengers Brand and Scavengers Game; and
 - (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.
- 2.2 **Assignment of Accounts:** With effect from the Effective Date, Midwinter assigns to Improbable the ownership of all domain names, platform accounts and social media pages associated with the Scavengers Brand and Scavengers Game and which are owned by Midwinter, to Improbable (as detailed in Annex 1 to this Deed).
- 2.3 **Assignment of Third Party Intellectual Property Rights:** To the extent that the Scavengers Game includes any third party Intellectual Property Rights, Midwinter will use its reasonable endeavours to procure the assignment of such rights to Improbable promptly following the execution of this Deed.
- 2.4 For the avoidance of doubt, the Midwinter Brand shall not be assigned to Improbable pursuant to the terms of this Deed.

3. Moral Rights

3.1 Midwinter confirms that all Moral Rights existing in the Assigned Rights are waived through employment and consultancy contracts (or similar) with the relevant author.

4. Warranties

4.1 Midwinter warrants that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights (unless expressly stated otherwise in Schedule 1);
- (b) it has not licensed or assigned any of the Assigned Rights (other than as expressly permitted by Improbable);
- (c) the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- (d) it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- (e) as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights;
- (f) as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party; and
- (g) the Scavengers Game and the Scavengers Brand are its original work and have not been copied wholly or substantially from any other source.

5. Further assurance and Miscellaneous

5.1 Midwinter covenants and agrees with Improbable that Midwinter shall, from time to time and at all times hereafter, at the request and cost of Improbable, execute such further assurances and do all such further acts as may be reasonably required for the purpose of vesting in Improbable all of its rights and obligations and all benefit and advantage derived from or to be derived therefrom in and to the Assigned Rights with effect from the Effective Date.

5.2 Midwinter will promptly forward any correspondence or notice received pursuant to the Assigned Rights.

6. Governing law and jurisdiction

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it. This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Execution via electronic means, such as via DocuSign, shall be deemed valid execution for the purposes of this Deed.

Executed as a deed by **IMPROBABLE WORLDS LIMITED** acting by Mr Herman Narula, a director, and Mr Mark Shepherd, its secretary

DocuSigned by:
Herman Narula
AED177181BCA4ED...

Mr Herman Narula
Director

DocuSigned by:
Mark Shepherd
640DF2795F41478...

Mr Mark Shepherd
Secretary

Executed as a deed by **MIDWINTER ENTERTAINMENT, INC.** acting by Mr Herman Narula, a director, in the presence of

DocuSigned by:
Herman Narula
AED177181BCA4ED...

Mr Herman Narula
Director

Witness

Signature: *Marina Simon*
990D5C66A2B549E...

Name: Marina Simon

Occupation: Communications & Executive Affairs, office of the CEO

Address: 44-46 St John St, EC1M 4DF, London, UK

Annex 1

The Midwinter Brand

Trademarks

Territory	Trademark	Owner entity	Classes	Status	App. no.	Reg. no.	App. date	Reg. date
United States	Midwinter Entertainment	Midwinter	9, 41, 42	Live	87463220	6245727	24-May-2017	12-Jan-2021

Domains

Domain Name	Owner entity*
Midwinterchina.com	Improbable
Midwinter.com.cn	Improbable
Midwinterchina.cn	Improbable
Midwinter.net	Midwinter

* **Note to draft:** Where Improbable (W/L) currently owns IP, this will be assigned to the purchaser of Midwinter under a separate agreement.

Social Media Pages

Platform	URL
YouTube	www.youtube.com/c/MidwinterEntertainment
Twitter	twitter.com/midwintergames
LinkedIn	www.linkedin.com/company/midwinter-entertainment
Facebook	www.facebook.com/midwinterentertainment/
Vimeo	https://vimeo.com/user82776930
Medium	https://medium.com/midwinter-entertainment
Facebook - Social Midwinter	https://www.facebook.com/angel.midwinter.12

The Scavenger Brand

Trademarks

Territory	Trademark	Owner entity	Classes	Status	App. no.	Reg. no.	App. date	Reg. date
United States	SCAVENGERS	MW	9	Live	87463973	6309192	25-May-2017	30-Mar-2021
Australia	SCAVENGERS	IWL	9, 41, 42	Live	2228990 (IR1626906)	2228990 (IR1626906)	08-July-2021	08-July-2021
EUIPO	SCAVENGERS	IWL	9, 41, 42	Pending - Advertised	IR1626906	N/A	08-July-2021	N/A
Japan	SCAVENGERS	IWL	9, 41, 42	Pending	IR1626906	N/A	08-July-2021	N/A
South Korea	SCAVENGERS	IWL	9, 41, 42	Pending	IR1626906	N/A	08-July-2021	N/A
United Kingdom	SCAVENGERS	IWL	9, 41, 42	Live	UK00003577942	UK00003577942	12-Jan-2021	18-June-2021
Brazil	SCAVENGERS	IWL	9, 41, 42	Pending	IR1626906	N/A	08-July-2021	N/A
Hong Kong	SCAVENGERS	IWL	9, 41, 42	Live	305682691	305682691	12-July-2021	12-July-2021
WIPO	SCAVENGERS	IWL	9, 41, 42	Live	IR1626906	IR1626906	08-July-2021	08-July-2021
EUIPO	SCAVENGER	IWL	9, 25, 28, 41	Live	015113939	015113939	2016-02-16	2016-06-06

Australia	SCAVENGER	IWL	9, 25, 28, 41	Live	1768388 (IR1293246)	1768388	2016-02-19	2016-02-19
UKIPO	SCAVENGER	IWL	9, 25, 28, 41	Live	UK00915113939	UK00915113939	2016-02-19	2016-06-06
China	SCAVENGER	IWL	9, 25, 28, 41	Live	IR1293246	IR1293246	2016-02-19	2016-02-19
Japan	SCAVENGER	IWL	9, 25, 28, 41	Live	IR1293246	IR1293246	2016-02-19	2016-02-19
South Korea	SCAVENGER	IWL	9, 25, 28, 41	Live	IR1293246	IR1293246	2016-02-19	2016-02-19
Norway	SCAVENGER	IWL	9, 25, 28, 41	Live	1293246	1293246	2016-02-19	2016-02-19
Russia	SCAVENGER	IWL	9, 25, 28, 41	Live	IR1293246	IR1293246	2016-02-19	2016-02-19
Switzerland	SCAVENGER	IWL	9, 25, 28, 41	Live	IR1293246	IR1293246	2016-02-19	2016-02-19
WIPO	SCAVENGER	IWL	9, 25, 28, 41	Live	IR1293246	IR1293246	2016-02-19	2016-02-19
China	“狐星纪年” (Scavengers in Chinese version)	IWL	9	Live	51019013	51019013	5-Nov-2020	14-Aug-2021
China	“狐星纪年” (Scavengers in Chinese version)	IWL	41	Live	51036380	51036380	5-Nov-2020	21-July-2021
China	“狐星纪年” (Scavengers in Chinese version)	IWL	42	Live	51014868	51014868	5-Nov-2020	7-Aug-2021
China	“雪猎传奇” (Scavengers in Chinese version)	IWL	9	Live	51023896	51023896	5-Nov-2020	7-Aug-2021

China	“雪猎传奇” (Scavengers in Chinese version)	IWL	41	Live	51017763	51017763	5-Nov-2020	21-July-2021
China	“雪猎传奇” (Scavengers in Chinese version)	IWL	42	Live	51031534	51031534	5-Nov-2020	7-Aug - 2021
United Kingdom	Winter's Fury	IWL	9, 41, 42	Live	UK00003682425	UK00003682425	17-Aug-2021	26-Nov-2021

The Domains

Domain Name	Owner entity
<u>playscavengers.co.uk</u>	IWL
<u>playscavengers.com</u>	IWL
<u>playscavengers.net</u>	IWL
<u>playscavengers.org</u>	IWL
<u>promguard.io</u>	IWL
<u>scavengers.app</u>	IWL
<u>scavengers.dev</u>	IWL
<u>scavengers.eu</u>	IWL
<u>scavengers.game</u>	IWL
<u>scavengers.it</u>	IWL

<u>scavengers.jp</u>	IWL
scavengers.online	IWL
<u>scavengers.pl</u>	IWL
<u>scavengers.ru</u>	IWL
scavengers.site	IWL
scavengers.store	IWL
scavengers.tech	IWL
<u>scavengers.us</u>	IWL
scavengers.website	IWL
scavengersgame.app	IWL
<u>scavengersgame.cn</u>	IWL
<u>scavengersgame.co.uk</u>	IWL
<u>scavengersgame.de</u>	IWL
scavengersgame.dev	IWL
<u>scavengersgame.fr</u>	IWL
<u>scavengersgame.io</u>	IWL
<u>scavengersgame.it</u>	IWL
<u>scavengersgame.jp</u>	IWL
<u>scavengersgame.net</u>	IWL
scavengersgame.online	IWL

scavengersgame.org	IWL
scavengersgame.pl	IWL
scavengersgame.ru	IWL
scavengersgame.shop	IWL
scavengersgame.site	IWL
scavengersgame.tech	IWL
scavengersgame.uk	IWL

Social Media Pages

Platform	URL
YouTube	https://www.youtube.com/channel/UCsJk2osfGwaQk9sYAfH5NCw
Twitter	https://twitter.com/play_savengers
Facebook	https://www.facebook.com/playscavengers/
Instagram	https://instagram.com/scavengersgame

Reddit	https://www.reddit.com/user/midwinter_CM
Twitch	https://www.twitch.tv/playscavengers
Discord	discord.gg/playscavengers
Imgur	https://imgur.com/user/PlayScavengers
Steam	https://partner.steamgames.com/and/steam store
Spotify	https://www.spotify.com/
Spotify Ads	https://adstudio.spotify.com/
TIKTok	https://www.tiktok.com/@playscavengers
Improbable Facebook Manager	https://business.facebook.com/

TRADEMARK

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