



## ASSET PURCHASE AND ASSIGNMENT AGREEMENT

This **ASSET PURCHASE AND ASSIGNMENT AGREEMENT** (this "**Agreement**") is dated effective as of March 31, 2015 (the "**Effective Date**"), between Jing An Chen ("**Seller**"), an individual whose address is 2274 E 18<sup>th</sup> Street, Brooklyn, NY 11229, and Riot Games, Inc. ("**Purchaser**"), a Delaware corporation, with its principal office at 2450 Broadway Suite 100, Santa Monica, CA 90404.

### RECITALS

WHEREAS, Seller and Purchaser desire to enter into this Agreement for Purchaser to purchase from Seller a certain Asset (defined below) according to the terms and conditions set forth below.

WHEREAS, Seller desires to transfer and assign, and Purchaser desires to accept, all of Seller's right, title and interest in and to the Asset.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties as follows:

#### 1. Definitions.

- a. "**Asset**" means collectively the assets identified in the Asset List set forth on Exhibit A, attached hereto and incorporated herein by reference, which Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller.

#### 2. Purchase of Asset.

- a. Purchase. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Asset. Seller shall have no right of refund with respect to the Asset.
- b. Delivery of Asset. Seller shall deliver to Purchaser the Asset upon full execution of this Agreement in a format to be mutually determined between the parties.

#### 3. Payment Terms.

- a. Purchase Price. The purchase price of the Asset is Four Thousand USD (\$4,000.00) (the "**Purchase Price**").
- b. Invoice and Payment Terms. Payment of the Purchase Price shall be made by Purchaser to Seller upon Seller's delivery of the Asset and within thirty (30) days of Purchaser's receipt from Seller of an invoice for the Purchase Price set forth above.
- c. Taxes. Seller is solely liable for and shall pay all applicable taxes on all amounts earned pursuant to this Agreement.

4. Proprietary Rights

- a. Assignment. Seller hereby irrevocably assigns to Purchaser, exclusively, in perpetuity and throughout the world in all languages, all right, title, and interest, including without limitation all copyrights and all renewals and extensions thereof, and all rights under worldwide copyright laws or treaties, in and to the Asset under this Agreement, together with all ideas, preliminary work, drafts, revisions, versions, polishing, refinements, all copyrights and other intellectual property and all other tangible expressions thereof of whatever kind or nature (hereinafter collectively referred to as the “**Work**”), whether theretofore or thereafter created. Seller further assigns to Purchaser the right to use, adapt, and change the Work and to prepare derivative works therefrom. Seller waives all rights of “droit moral” or “moral rights of authors or creators” and/or any similar rights or principles of law which the Seller may now or hereafter have or allege in relation to the Work. Seller agrees to assist and cooperate with Purchaser, and to execute such documents and do such other acts and deeds consistent herewith as may be required by Purchaser or its assignees or licensees, to further evidence or effectuate Purchaser’s rights as set forth herein. If Seller fails to do so, Purchaser may execute such documents as Seller’s attorney-in-fact, which appointment will be irrevocable and coupled with an interest, with full power of substitution and delegation. All rights granted or agreed to be granted to Purchaser under this Agreement shall vest in Purchaser immediately and shall remain vested whether this Agreement expires in normal course or is terminated for any cause or reason.

5. Confidential Relationship.

- a. Confidential Information. Each party acknowledges that by reason of its relationship to the other party under this Agreement, it will have access to and acquire knowledge from, material, data, systems and other information concerning the operation, business, financial affairs, and intellectual property of the other party that may not be accessible or known to the general public, including, but not limited to, the terms of this Agreement (referred to as “**Confidential Information**”).
- b. No Disclosure/Use. Each party agrees to: (i) maintain and preserve the confidentiality of all Confidential Information received from the other, both orally and in writing, including, without limitation, taking such steps to protect and preserve the confidentiality of the Confidential Information as it takes to preserve and protect the confidentiality of its own confidential information; (ii) that it will disclose such Confidential Information only to its own employees on a “need-to-know” basis; and (iii) that it will not disclose such Confidential Information to any third party without the express written consent of the disclosing party, provided, however that each party may disclose the financial terms set forth hereunder to its legal and business advisors so long as such third parties agree to maintain the confidentiality of such Confidential Information. Each receiving party further agrees to use the Confidential Information of the disclosing party only for the purpose of performing this Agreement.
- c. Exclusions. The parties’ obligations under Section 5.c above shall not apply to Confidential Information which the receiving party can prove: (i) has become a matter of public knowledge through no fault of or action by the receiving party; (ii) was rightfully in the receiving party’s possession prior to disclosure by the disclosing party; (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the receiving party without resort to the disclosing party’s Confidential Information; or (v) is required by law or judicial order or stock exchange regulation, provided that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.
- d. Additional Obligations. Each party agrees to notify the other party of the circumstances surrounding any possession, use or knowledge of the Confidential Information by any person or entity other than those authorized by this Agreement.

- e. Publicity. Seller shall not disclose or make reference to this Agreement or the relationship between Seller and Purchaser without the prior written consent of Purchaser for any purpose, including for marketing or promotional activities.
6. Term.
- a. Term. The term of this Agreement shall begin on the Effective Date set forth in the preamble of this Agreement and shall terminate upon Seller's delivery of the Asset and Purchaser's payment of the Purchase Price to Seller.
7. Representations and Warranties.
- a. Representations and Warranties. Seller represents and warrants solely for the benefit of Purchaser that: (i) Seller has the right, power and authority to enter into this Agreement and to fully perform obligations hereunder; (ii) the right, title and interest in and to the Asset is fully assignable and Seller is the lawful owner of the Asset; (iii) except to the extent that it is based upon material of Purchaser, the Asset provided to Purchaser hereunder is original with Seller, does not and shall not infringe the copyright, trademark, trade secret, privacy, publicity rights or any other rights of any third person or entity and is not the subject of any litigation or of any claim that might give rise to litigation; (iv) the Asset is free from encumbrances; and (v) Seller has not entered into nor will Seller enter into any commitment which will conflict in any way with Seller's contractual obligations under any of the provisions hereunder.
8. Indemnification.
- a. Indemnification. Seller agrees to defend, hold harmless and indemnify Purchaser from any and all causes of action, damages, demands, liabilities, attorney's fees and/or penalties arising out of or related to Seller's breach of any representation, warranty or covenant made by Seller pursuant to this Agreement.
9. General.
- a. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date when personally delivered, confirmed e-mail, or express courier, or deposited in the mail, registered or certified, postage prepaid, return receipt requested, to the parties' respective addresses set forth in the preamble of this Agreement. Notice of change of address shall be given by written notice in the manner detailed in this section.
  - b. Waiver and Modification. The terms of this Agreement may not be waived or modified except by an agreement in writing executed by the parties hereto. A waiver of any breach of this Agreement must be in writing and shall not be deemed to be a waiver of any prior or succeeding breach.
  - c. Remedies and Limitation of Liability. Except as otherwise expressly provided herein, no remedy granted to either party herein shall be exclusive of any other remedy, and each remedy shall be cumulative with every other remedy herein or now or hereafter existing at law, in equity, by statute or otherwise. Purchaser acknowledges that any breach by Seller shall cause Purchaser irreparable harm for which there is no adequate remedy at law and, in the event of such breach, Purchaser shall be entitled to injunctive or other equitable relief, including without limitation, interim or emergency relief, including, without limitation, a temporary restraining order or injunction, before any court with applicable jurisdiction, to protect or enforce its rights. Seller further agrees and confirms that forbearance by Purchaser to enforce any right or remedy following any breach shall not be a waiver of any of their respective rights to elect or enforce the same right or remedy for later breaches. Seller recognizes and confirms that, in the event of a breach by Purchaser, the damage to Seller, if any, shall not be irreparable and does not entitle Seller to injunctive or other equitable relief. Consequently, Seller's rights and remedies shall be limited to the right, if any, to seek damages at law and Seller shall not enjoin, restrain or interfere with Purchaser's exploitation of its rights in the Work or any other

intellectual property rights or other right of Purchaser whatsoever. TO THE MAXIMUM EXTENT PERMISSABLE UNDER APPLICABLE LAW, PURCHASER WILL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY LOSS OF BUSINESS OR REVENUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL PURCHASER'S LIABILITY TO SELLER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PURCHASER'S PURCHASE OF THE ASSET, OR PURCHASER'S USE THEREOF, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL COST OF THE ASSET PAID BY PURCHASER TO SELLER.

- d. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California, United States of America without giving effect to any choice of law principles. The parties agree to personal jurisdiction and venue in Los Angeles County, California.
- e. Severability. If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, in whole or in part, the remaining terms, covenants and provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. If any provision in this Agreement is determined to be unenforceable in equity because of its scope, duration, geographical area or other factor, then the court making that determination will have the power to reduce or limit such scope, duration, area or other factor, and such provision will be then enforceable in equity in its reduced or limited form.
- f. No Third Party Beneficiaries. This Agreement is entered into for the express benefit of the parties hereto, their successors and permitted assigns and is not intended, and shall not be deemed, to create in any other person or entity, any rights or interest whatsoever, including, without limitation, any right to enforce the terms hereof. The relationship between Seller and Purchaser hereunder is only that of seller and purchaser, respectively, and this Agreement shall not, and shall not be deemed to, create or be construed to create an agency, partnership, joint venture, franchise, or employment relationship between the parties. Neither party will have the authority to: (i) make any statements, representations or commitments of any kind; or (ii) take action binding on the other except to the extent (if any) provided for in this Agreement. Neither party will be liable for any personal or business expense of the other, except as except as expressly contemplated by this Agreement, and both parties are prohibited from incurring any liabilities or expenses on behalf of the other except as expressly provide in this Agreement.
- g. Attorneys' Fees. Should either party hereto initiate a legal or administrative action or proceeding (an "Action") to enforce any of the terms or conditions of this Agreement, the prevailing party (as determined by the court or other fact-finder) shall be entitled to recover from the losing party all reasonable costs of the Action, including without limitation attorneys' fees and costs.
- h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one agreement binding on all parties hereto notwithstanding that all of the parties hereto are not signatories to the same counterpart. Each of the parties agrees that an electronic or facsimile copy of the signature evidencing a party's execution of this Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- i. Assignment. This Agreement, or any portion hereof, may not be assigned, sublicensed or transferred by Seller to any other person or entity without the prior written approval of Purchaser. Any attempt at assignment by Seller in violation of this Section 9.i shall be null and void. Purchaser may assign its rights and obligations under this Agreement, in whole or in part, to any person or entity.

- j. Miscellaneous. This instrument and any exhibits attached hereto contain the entire agreement between the parties, and all prior agreements and negotiations are merged into this Agreement. This Agreement may not be changed, modified, amended or supplemented, except in writing signed by the parties hereto. Any headings contained herein are for convenience only and shall not affect the construction hereof.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Dates set forth above.

RIOT GAMES, INC.

JING AN CHEN

By: Ted Aronson

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

Name: TED ARONSON

Name: Jing An Chen

Title: FINANCE DIR

Title: \_\_\_\_\_

Execution Date: 5/13/15

Execution Date: 2015.04.03

**EXHIBIT A**

**Asset List**

1. Lore Management Tool which shall provide a central management and storage system for all lore-related content.
2. Film Project Management Tool which shall provide a central management and storage system for all film research and development projects, with the purpose of better organizing all such research and development projects.