

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into on 9 July, 2019 (the "Signing Date") by and among:

- (1) Jlc Inc., an exempted company incorporated and existing under the laws of Cayman Islands (the "Company");
- (2) Forgame Holdings Limited, an exempted company incorporated under the laws of the Cayman Islands ("Forgame");
- (3) The Blue Whale Tech Ltd., a company incorporated and existing under the laws of British Virgin Islands ("Blue Whale");
- (4) AP China Unicorn Fund SPC, a closed-ended exempted segregated portfolio company incorporated under the laws of Cayman Islands ("AP China"); and
- (5) Best Hero Investments Limited, a company incorporated under the laws of Hong Kong ("Best Hero").

Each of the foregoing parties is referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Company, Forgame, Blue Whale and AP China entered into the share transfer agreement (the "Share Transfer Agreement") on 26 April, 2019.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings set forth in the Share Transfer Agreement.
2. Assignment.
 - 2.1 The Parties agree and confirm that AP China assigns to Best Hero (the "Assignee") all the rights, privileges, power, title, interest, protections and all benefits accruing to AP China under or pursuant to the Share Transfer Agreement, together with any of AP China's obligations thereunder, to the effect as if the Assignee had been an original party to the Share Transfer Agreement since the date thereof.
 - 2.2 The Parties agree (a) that all the rights and obligations of AP China under the Share Transfer Agreement shall be terminated upon the taking effect of this Agreement; and (b) that each party to the Share Transfer Agreement

does not have any claims or rights of action against AP China under the Share Transfer Agreement.

2.3 The Parties shall cause all necessary actions to be taken by relevant parties as required by law or the Share Transfer Agreement, as applicable, to effect the assignment and other matters contemplated under this Agreement.

3. Amendments to the Share Transfer Agreement.

3.1 The following new Section 2.06 is hereby added immediately following the existing Section 2.05 of the Share Transfer Agreement:

“Section 2.06 *Mortgage of Shares*. Each of Blue Whale and Best Hero shall, by entering into a share mortgage agreement in the form attached hereto as Exhibit A (the “Share Mortgage Agreement”), pledge 70% of the Relevant Target Shares held by it as of the Closing (i.e. 24,181,095 shares with respect to Blue Whale and 14,000,000 shares with respect to Best Hero) in favor of Forgame on or immediately after the Closing to secure Buyers’ obligations to pay the Purchase Price in accordance with this Agreement and their other obligations as provided in this Agreement.”

3.2 The following new Section 8.03 (h) is hereby added immediately following the existing Section 8.03 (g) of the Share Transfer Agreement:

“(h) The Share Mortgage Agreement shall have been executed and delivered to Seller by each of the Buyers.”

3.3 Exhibit A of this Agreement shall be inserted to the end of the Share Transfer Agreement as the Exhibit A to the Share Transfer Agreement.

4. Miscellaneous.

4.1 This Agreement shall be governed by and construed under the laws of Hong Kong, without regard to principles of conflict of laws thereunder.

4.2 The Parties agree that:

- a. If the Parties are unable to settle any dispute arising out of or in connection with this Agreement through negotiations within 30 calendar days of initial notification of such dispute, such dispute shall be submitted to the Hong Kong International Arbitration Centre (the “HKIAC”) for arbitration in Hong Kong. Such arbitration shall be conducted in the English language. Unless otherwise expressly stated herein, the arbitration shall be

conducted in accordance with the HKIAC's arbitration rules as in effect at the time of submission to arbitration.

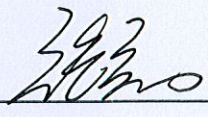
- b. The arbitral tribunal shall consist of three arbitrators; each disputing Party shall appoint one arbitrator and the third arbitrator shall be appointed by the disputing Parties with mutual agreement as the presiding arbitrator. If no agreement can be reached within the time period required by the HKIAC, the presiding arbitrator shall be appointed by the Chairman of the HKIAC. The arbitral award shall be final and binding upon the Parties.
- c. Each Party shall cooperate with the other in making full disclosure of and providing complete access to all information and documents requested by the other in connection with such arbitration proceedings, subject only to any doctrine of legal privilege or any confidentiality obligations binding on such Party.
- d. The costs of arbitration shall be borne by the losing Party, unless otherwise determined by the arbitration tribunal.
- e. When any dispute occurs and when any dispute is under arbitration, except for the matters in dispute, the Parties shall continue to fulfill their respective obligations and shall be entitled to exercise their rights under this Agreement.
- f. The award of the arbitration tribunal shall be final and binding upon the Parties, and the prevailing Party may apply to a court of competent jurisdiction for enforcement of such award.
- g. Regardless of anything else contained herein, any Party shall be entitled to seek preliminary injunctive relief from any court of competent jurisdiction pending the conclusion of the arbitration.

4.3 This Agreement shall only take effect and become binding on and enforceable against relevant Parties hereto subject to and upon the execution by each of the Parties hereof.

[This page has been left intentionally blank]

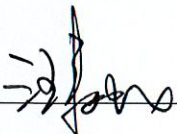
IN WITNESS whereof the undersigned has hereunto executed this assignment agreement on the date first written above.

Jlc Inc.

By:  _____
Name:
Title:

IN WITNESS whereof the undersigned has hereunto executed this assignment agreement on the date first written above.

Forgame Holdings Limited

By:  _____
Name:
Title:

IN WITNESS whereof the undersigned has hereunto executed this assignment agreement on the date first written above.

The Blue Whale Tech Ltd.

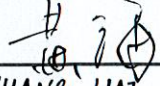
By: 李琦

Name:

Title:


IN WITNESS whereof the undersigned has hereunto executed this assignment agreement on the date first written above.

AP China Unicorn Fund SPC

By: 
Name: HUANG HAI
Title: Director

IN WITNESS whereof the undersigned has hereunto executed this assignment agreement on the date first written above.

Best Hero Investments Limited

By: 

Name:

Title:

EXHIBIT A SHARE MORTGAGE AGREEMENT BY BLUE WHALE

EXHIBIT A SHARE MORTGAGE AGREEMENT BY BEST HERO