

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bepong, LLC | | 04/02/2009 | LIMITED LIABILITY COMPANY: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | BPONG, LLC | | |
| Street Address: | 1350 N. Lakeshore Drive | | |
| Internal Address: | #702 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60610 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78867904 | BEPONG | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (317)637-7561 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 317-634-3456 | | |
| Email: | DocketDept@uspatent.com | | |
| Correspondent Name: | Holiday W. Banta | | |
| Address Line 1: | 111 Monument Circle | | |
| Address Line 2: | Suite 3700 | | |
| Address Line 4: | INDIANAPOLIS, INDIANA 46204 | | |
| ATTORNEY DOCKET NUMBER: | 30099-3 | | |
| NAME OF SUBMITTER: | Suzette Davis | | |
| Signature: | /Suzette Davis/ | | |

OP \$40.00 78867904

Date:

04/13/2009

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made effective as of this 2 day of April, 2009, by and between Bepong, LLC, a Maryland limited liability company having a principal place of business at 1403 Dartmouth Avenue, Parkville, Maryland, 21234 ("Assignor"), and BPONG, LLC, an Illinois limited liability company, with its principal place of business at 1350 North Lakeshore Drive, #702, Chicago, Illinois, 60610 ("Assignee").

WHEREAS, Assignor is the record owner of United States Trademark Registration No. 3,232,965 on the Principal Register for the mark BEPONG (in stylized form), filed April 24, 2006, assigned Serial No. 78/867,904, for "gaming tables" in International Class 28 (hereinafter "the Mark") and has been using the Mark, including all variants and stylizations, alone or in combination with logos and/or designs and acquiring rights therein; and

WHEREAS, Assignee is desirous of acquiring the Mark,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor hereby assigns to the Assignee, with full title guarantee, its entire legal and beneficial interest in and to the Mark, together with the goodwill associated therewith; as well as all "registered user" or analogous agreements held by Assignor in connection with the Mark; the right to sue for all causes of action related to the Mark, including but not limited to infringement, dilution, unfair competition, priority, concurrent use, and cybersquatting; and the right to recover remedies, including but not limited to damages, injunctive and other equitable relief, seizure, interest, attorneys' fees, and costs, relative to those causes of action, TO HOLD unto the Assignee absolutely.

The Assignor shall, at the Assignee's cost and expense, execute all such documents and render all such assistance as the Assignee may reasonably request from time to time for the purpose of perfecting the Assignee's title to the Mark.

The Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into with respect to the Mark that would conflict with this Trademark Assignment.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Trademark Assignment, has caused this Trademark Assignment to be executed and delivered as of the date first stated above.

Assignor: **Bepong, LLC**

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

SS: _____

Before me, a Notary Public, in and for said County and State, personally appeared Christopher Ewing an authorized representative of Bepong, LLC, to me personally known, and who executed the foregoing Assignment in my presence and acknowledged the execution thereof as his or her free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Notary Public

My Commission Expires:

11-05-11

County of Residence:

Harford