

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
9218-2161 Quebec Inc.		04/08/2010	COMPANY: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Everest Gaming Limited		
<b>Street Address:</b>	Office 95, Suite A		
<b>Internal Address:</b>	Dolphin Court A, Embassy Way		
<b>City:</b>	Ta'Xbiex		
<b>State/Country:</b>	MALTA		
<b>Postal Code:</b>	XBX 1071		
<b>Entity Type:</b>	COMPANY: MALTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3168530	EVEREST CASINO	
<b>Registration Number:</b>	3168529	EVEREST POKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(877)769-7945		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	1-617-542-5070		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Debra S. Serota, Fish & Richardson P.C.		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	20106-0003001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			

CH \$65.00 3168530

**900163744**

**TRADEMARK  
 REEL: 004218 FRAME: 0209**

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Debra S Serota
Signature:	/debra s serota/
Date:	06/04/2010

**Total Attachments: 6**

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**ASSIGNMENT OF TRADEMARK AND DOMAIN NAME RIGHTS**  
**(UNITED STATES)**

This Assignment of Trademark and Domain Name Rights (the “Assignment”) is made effective as of April 8, 2010 (the “Effective Date”), by and between 9218-2161 Quebec Inc., a company organized under the laws of Canada, having a principal place of business at 1155 Rene-Levesque Boulevard West, 40th Floor, Montreal, Quebec, Canada H3B 3V2 (“Assignor”), and Everest Gaming Limited, a company organized under the laws of Malta, having a principal place of business at Office 95, Suite A, Dolphin Court A, Embassy Way, Ta’ Xbiex XBX 1071 (“Assignee”).

WHEREAS, Assignor is the owner, by assignment or otherwise, of the entire right, title, and interest in the trademark registrations and applications shown in Schedule A (“Trademarks”) and of the domain name registrations shown in Schedule B (“Domain Names”); and

WHEREAS, pursuant to that certain Transfer Agreement, dated as of April 8, 2010, by and between Assignor and Assignee, Assignor has agreed to transfer, sell, convey, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all right, title and interest of Assignor in, to and under the UIM Trademarks (as defined therein), including the Trademarks and Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, sells, conveys, assigns and delivers to Assignee its entire right, title and interest in, to and under the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the Domain Names.

2. From time to time, and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Assignee may reasonably deem necessary or desirable to consummate and record this Assignment in any and all jurisdictions throughout the world, including promptly executing and delivering to Assignee such assignments and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose, and cooperating with Assignee and any registrar of domain names associated therewith to facilitate the filing and processing of all forms and other formalities (including changing passwords, user names, and IP addresses) necessary to complete the transfer of the Domain Names in a timely manner.

3. As of the transfer date of each Domain Name, Assignor shall cease and desist from use of the Domain Name for any purpose, and shall not use or apply to register a domain name, trademark, or service mark that includes, whether alone or in combination with other words, the Domain Name. For

purposes of clarity, nothing in this Paragraph 3 or otherwise in this Assignment shall preclude the use of any domain names, trademarks or service marks by Assignor that are required or otherwise not prohibited under applicable law, including uses of any domain names, trademark or service marks not in commerce, uses that would not cause confusion as to the origin of a good or service, and references to any domain names, trademarks or service marks in historical, tax, and similar records.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties. This Assignment shall become effective on the Effective Date.

5. This Assignment shall be governed by and construed in accordance with the internal laws of the Province of Quebec applicable to agreements made and to be performed entirely within such province, without regard to the conflicts of law principles of such province to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

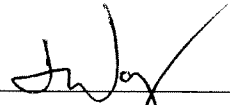
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**SCHEDULE A**

MARK	JURISDICTION	REG. NO.	REG. DATE
EVEREST CASINO			
	UNITED STATES	3,168,530	11/7/2006
EVEREST POKER			
	UNITED STATES	3,168,529	11/7/2006

IN WITNESS WHEREOF, the undersigned have executed this  
Assignment of Trademark and Domain Name Rights.

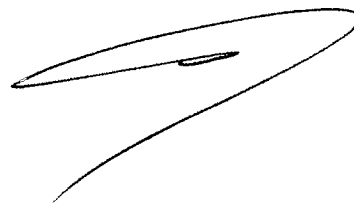
9218-2161 Quebec Inc.  
As Assignor

BY:   
NAME: Lester A. Wong  
TITLE: Director

Everest Gaming Limited  
As Assignee

BY: \_\_\_\_\_  
NAME: Carole Isabelle  
TITLE: Director

31/15/2010



**ACKNOWLEDGEMENT:**

**COUNTRY OF U.S.A.** )

**STATE OF NEW YORK** )

) SS:

**COUNTY OF NEW YORK** )

On \_\_\_\_\_ before me Lévar Broham, personally appeared Lester A. Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lévar Broham

(Seal)

**NOTARY PUBLIC**  
**STATE OF NEW YORK**  
**IN SENATE**  
**CONFIRMED**  
**COMMISSION EXPIRES** 13

**ACKNOWLEDGEMENT:**

**COUNTRY OF** \_\_\_\_\_ )

**STATE OF** \_\_\_\_\_ )

) SS:

**COUNTY OF** \_\_\_\_\_ )

On 31 May 2010 before me Maxime Vinatier personally appeared Danielle PARIZE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of FRANCE that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Hervé ECLANCHER  
et  
Maxime VINATIER  
Notaires  
33, Bd Malesherbes  
75008 PARIS  
☎ 01 42 68 47 55

(Seal)



Signature Maxime Vinatier