

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
32RED PLC		10/26/2011	Public Limited Company: GIBALTAR
RECEIVING PARTY DATA			
Name:	TRAFALGAR MEDIA LIMITED		
Street Address:	Suite 910		
City:	Eurotowers		
State/Country:	GIBALTAR		
Entity Type:	LIMITED COMPANY: GIBALTAR		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78654867	32RED	
CORRESPONDENCE DATA			
Fax Number:	(310)277-4730		
Phone:	310-551-9306		
Email:	jarciniega@mwe.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	JORGE ARCINIEGA		
Address Line 1:	2049 CENTURY PARK EAST		
Address Line 2:	Suite 3800		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3218		
ATTORNEY DOCKET NUMBER:	073985-0012		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

CH \$40.00 78654867

900208110

**TRADEMARK
 REEL: 004667 FRAME: 0573**

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

NAME OF SUBMITTER:

JORGE ARCINIEGA

Signature:

/JORGE ARCINIEGA/

Date:

11/29/2011

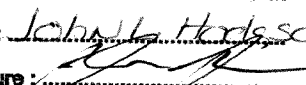
Total Attachments: 7

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26th October 2011

32RED PLC
the Assignor

TRAFALGAR MEDIA LIMITED
the Assignee

Certified True Copy & True Likeness Of Original
Date : 26/10/11
Name : John L. Hodgson
Signature : 
For and on behalf of
.....

John L. Hodgson
Notary Public

Trade Mark Assignment

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THIS TRADE MARK ASSIGNMENT is made on the 26th day of October 2011 (the "Effective Date").

BETWEEN:

- (1) **32RED PLC**, whose registered office is situate at Suite 942, Europort, Gibraltar (the "Assignor"); and
- (2) **TRAFALGAR MEDIA LIMITED**, whose registered office is situate at Suite 910, Eurotowers, Gibraltar (the "Assignee");

WITNESSES as follows:

1. **Definitions**

In this Assignment the following terms shall have the following meanings:

"**Business**" means the Assignor's business of operating and providing remote gambling services.

"**Marks**" means the trade marks set out in the Schedule hereto together with all intellectual property rights associated with them.

"**Trade Names**" means the trade name 32RED and such other trade names as are or have been used by the Assignor from time to time in connection with the Business.

2. **Recitals**

2.1 The Assignor is and has for some years past been carrying on the Business under the Trade Names.

2.2 The Assignor has applied to register or is the registered proprietor of the Marks.

2.3 The Assignor has agreed with the Assignee to sell to the Assignee the Marks and the exclusive right to the Trade Names for the sum of £1.00 (One Pound) subject to the terms and conditions set out below.

3. **Assignment**

3.1 Subject to clauses 3.2 and 3.3, pursuant to this agreement and in consideration of the sum of £1.00 (One Pound) now paid by the Assignee to the Assignor (the receipt of which the Assignor acknowledges) and in further consideration of the agreement hereinafter contained the Assignor with full title guarantee assigns to the Assignee absolutely together with all the Assignor's rights and interests in respect of them:

3.1.1 the Marks.

3.1.2 the exclusive right (so far as the Assignor can confer it) to the Trade Names.

3.2 Notwithstanding the generality of the foregoing clause 3.1, the Assignor expressly reserves the right to continue its action for trade mark infringement

against WHG (International) Limited, WHG Trading Limited and William Hill Plc in the English courts including, without limitation, the right for the Assignor to claim, collect, retain and benefit from any costs, damages or other equitable relief awarded in relation to such proceedings provided that the Assignor remains solely liable for the costs incurred in such proceedings.

- 3.3 Notwithstanding the generality of the foregoing clause 3.1, the Assignor expressly reserves its right to assert its interest in the Marks prior to the Effective Date and in relation to any infringement or alleged infringement by third parties prior to the Effective Date to bring claims for passing off, unfair competition or trade mark infringement, in each case with a right to claim and retain any damages or other equitable relief awarded in settlement and to retain any costs awarded in relation to such proceedings provided that the Assignor remains solely liable for the costs incurred in such proceedings.

4. Assignor's obligations

- 4.1 The Assignor agrees with the Assignee at the direction and expense of the Assignee to execute any further document that the Assignee may reasonably require to enable the Assignee to become registered by the Registrar of Trade Marks as the proprietor of the Marks.
- 4.2 The Assignor will provide the Assignee, at Assignee's cost, with any reasonable assistance the Assignee may request in enforcing its rights in the Marks against third parties following the Effective Date.

5. Assignor's warranties and indemnity

The Assignor warrants that:

- 5.1 the Assignor is the proprietor of the Marks and the Trade Names and has full power to enter into this Assignment.
- 5.2 the Assignor has not granted any assignments by way of security, charges or licences to use the Marks or the Trade Names.
- 5.3 the Assignor has not either by act or omission caused or permitted anything which may endanger the registration of the Marks or the Trade Names.
- 5.4 the Assignor has not knowingly withheld from the Assignee knowledge of any circumstance that may cause the Registrar of Trade Marks to object to the registration of this Assignment.

5.5 the Assignor will keep the Assignee indemnified against all actions claims proceedings costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

6. **Assignee's obligations**

In further consideration of the assignment of the Marks the Assignee agrees to permit the Assignor to have use of the Marks and the Trade Names in connection with the Business on such terms and subject to such conditions as the parties hereto shall negotiate in good faith and agree in writing.

7. **Proper law and jurisdiction**

This Assignment shall be governed by the law of Gibraltar in every particular including formation and interpretation and shall be deemed to have been made in Gibraltar and both parties agree to submit to the jurisdiction of the courts of Gibraltar.

8. **Third parties**

This agreement does not create any right enforceable by any person not a party to it.

THE SCHEDULE

Registered Trade Marks

Mark	Country	App./Reg.No.	Class	Filing date	Registered
32RED	Hong Kong	2004B00604	41	15/02/03	21/01/04
32RED	Community Trade Mark	2814424,	9, 16, 41	16/08/02	06/05/04
32RED logo	Community Trade Mark	2907426,	9, 16, 41	18/10/02	03/01/06
32	Community Trade Mark	8389695	41	01/07/09	01/07/10
32RED	Singapore	0302144E	41	17/02/03	18/08/02
32RED	Japan	4861339	41	01/06/04	28/04/05
32RED	Korea	106238,	41	15/02/03	24/09/04
32RED	USA	78654867	9, 16, 41	21/06/05	
32RED	Canada	TMA727,356	32	24/06/05	29/10/08
32RED	China	6991420	41	09/10/08	
32	UK	8398695	41	29/02/09	01/07/09
32	Australia	1316811	41	25/08/09	27/06/11

Unregistered Trade Marks

The following marks wheresoever and whensoever used:

32RED

DASH

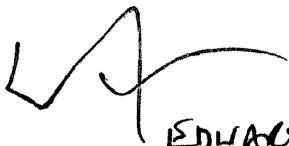
NEDPLAY

GOLDEN LOUNGE

WINZINGO


IN WITNESS WHEREOF the parties hereto have executed these presents this the day month and year first before written.

The Common Seal of
32RED PLC was hereunto
affixed in the presence of:



EDWARD WARE

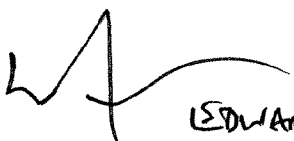
Director



JON HALL

Secretary

The Common Seal of
**TRAFALGAR MEDIA
LIMITED** was hereunto
affixed in the presence of:



EDWARD WARE

Director



JON HALL

Secretary