

TRADEMARK ASSIGNMENT

Electronic 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
Rational Entertainment Enterprises Limited		04/17/2013	Limited Company: ISLE OF MAN

RECEIVING PARTY DATA

Name:	Rational Intellectual Holdings Limited
Street Address:	Douglas Bay Complex
Internal Address:	King Edward Road
City:	Onchan
State/Country:	ISLE OF MAN
Postal Code:	IM3 1DZ
Entity Type:	Limited Company: ISLE OF MAN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3381727	POKERSTARS
Registration Number:	3951135	
Registration Number:	3409172	WCP
Registration Number:	3876319	WORLD CUP OF POKER
Registration Number:	3173160	WCOOP
Registration Number:	4144611	WORLD CHAMPIONSHIP OF ONLINE POKER
Registration Number:	3270627	SUNDAY MILLION

CORRESPONDENCE DATA

Fax Number: 2128135901
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 212-813-5900
 Email: assignments@fzlz.com

900254024

**TRADEMARK
 REEL: 005018 FRAME: 0890**

CH \$190.00 3381727

Correspondent Name: Susan Upton Douglass
Address Line 1: Fross Zelnick Lehrman & Zissu, P.C.
Address Line 2: 866 United Nations Plaza
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

RATI 1305323

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Susan Upton Douglass

Signature:

/joseph gerber/

Date:

05/01/2013

Total Attachments: 3

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TRADE MARK ASSIGNMENT

This Assignment is made on 17 April 2013 ("the Effective Date")

BETWEEN:

- 1) **Rational Entertainment Enterprises Limited**, a company incorporated and existing under the laws of the Isle of Man with company number 006483V whose registered office is at Douglas Bay Complex, King Edward Road, Onchan, Isle of Man, IM3 1DZ (the "Assignor"); and
- 2) **Rational Intellectual Holdings Limited**, a company incorporated and existing under the laws of the Isle of Man with company number 006470V whose registered office is at Douglas Bay Complex, King Edward Road, Onchan, Isle of Man, IM3 1DZ (the "Assignee").

IT IS HEREBY AGREED AS FOLLOWS:

1. TRADE MARKS

"Trade Marks" means the United States trademark registrations and applications listed in the Schedule to this Assignment.

2. ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely, and the Assignee hereby accepts, all its right, title and interest in and to the Trade Marks together with all rights, powers, privileges and immunities arising thereunder or conferred thereby, including without limitation:

- a) the absolute entitlement to any registrations that may be granted pursuant to any of the applications comprised in the Trade Marks and all rights of priority relating to the Trade Marks and any registrations that may be granted thereon;
- b) any goodwill in the business of the Assignor attaching to the Trade Marks and relating to the goods and/or services in respect of which the Trade Marks are registered or used; and
- c) the right to bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including without limitation passing off, unfair competition or any similar or equivalent right in any jurisdiction) arising from ownership, of any of the Trade Marks in any jurisdiction whether occurring before, on, or after the Effective Date.

3. FUTHER ASSURANCE

The Assignor agrees to do and/or procure the doing of all things and to sign and execute and/or procure the signing and execution of all such documents and deeds as may be required in order to perfect and protect or enforce any of the Trade Marks assigned to the Assignee or otherwise to give full effect to this Assignment.

4. WARRANTY

Each party warrants that it has full capacity and authority to enter into and perform this Assignment, and that those signing this Assignment are duly authorised to bind the party for whom they sign.

5. SEVERABILITY

Each provision contained in each clause and sub-clause of this Assignment is enforceable independently of each of the others and a provision's validity will not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted or modified, the provision in question shall apply with such modification as may be necessary to make it valid.

6. GOVERNING LAW AND JURISDICTION

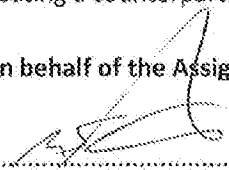
6.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Isle of Man.

6.2 The Assignor irrevocably agrees that, subject as provided below, the courts of the Isle of Man shall have exclusive jurisdiction in relation to any matter concerning this Assignment. The Assignee may take proceedings against the Assignor in any other court of competent jurisdiction, and the taking by the Assignee of proceedings in any one or more jurisdiction(s) shall not preclude the taking of proceedings by the Assignee in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

7. COUNTERPARTS

This Assignment may be executed in any number of counterparts, all of which taken together will constitute one and the same Assignment, and any party may enter into this Assignment by executing a counterpart.

For and on behalf of the Assignor:

Signed: 

Name: Mark Scheinberg

Title: Director

Date: 17.04.13

For and on behalf of the Assignee:


Signed: 

Name: Pinhas Schapira

Title: Director

Date: 17.04.13

SCHEDULE

Mark	Type	Class	Application Number	Application Date	Registration Number	Registration Date	Status
PokerStars	Word	9,41	78542627	05-Jan-05	3381727	12-Feb-08	Registered
	Device	9,41	77293147	01-Oct-07	3951135	26-Apr-11	Registered
WCP	Word	41	78902778	07-Jun-06	3409172	08-Apr-08	Registered
World Cup of Poker	Word	41	78922309	05-Jul-06	3876319	16-Nov-10	Registered
WCOOP	Word	41	78542605	05-Jan-05	3173160	21-Nov-06	Registered Sec. 8 & 15
World Championship of Online Poker	Word	41	78542563	05-Jan-05	4144611	22-May-12	Registered
Sunday Million	Word	41	78902827	07-Jun-06	3270627	24-Jul-07	Registered