

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Everest Gaming Limited		08/31/2011	CORPORATION: MALTA
<b>RECEIVING PARTY DATA</b>			
Name:	Everest IP Limited		
Street Address:	57-63 Line Wall Road		
City:	Gibraltar		
State/Country:	GIBRALTAR		
Entity Type:	CORPORATION: GIBRALTAR		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3168530	EVEREST CASINO	
Registration Number:	3168529	EVEREST POKER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	8777697945		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-542-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Debra Serota, FISH & RICHARDSON P.C.		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	20106-0001001		
<b>DOMESTIC REPRESENTATIVE</b>			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Debra S. Serota

Signature:

/Debra S. Serota/

Date:

09/18/2013

**Total Attachments: 6**

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## **PURCHASE OF INTELLECTUAL PROPERTY**

This Purchase of Intellectual Property (the "Agreement") is entered into by and between Everest Gaming Limited, a company organized under the laws of Malta, registered office at 114, The Strand, Gzira, GZR 1027, Malta (hereafter the "Seller"), and Everest IP Limited, a Gibraltar corporation having its registered office at 57-63 Line Wall Road, Gibraltar ("Buyer"), and is intended to be effective as of August 31, 2011 ("Effective Date").

WHEREAS, Seller is the owner 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").

WHEREAS, Seller is the owner of the entire right, title, and interest in and to the Software as defined herein.

WHEREAS the Seller desires to transfer and to sell to the Buyer, and the Buyer accepts to purchase all right, title and interest to such Trademarks, Domain Names and Software;

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

1. The following capitalized terms shall have the meaning set out below in this Agreement:

"Business" shall mean, for the purposes of this Agreement, the business of operating and promoting Internet-based poker rooms and casinos carried on by the Seller at or prior to the Effective Date on the .com and .fr websites and platforms owned by the Seller;

"Domain Names" shall have the meaning set out in the recitals to this Agreement;

"Excluded IP" shall mean the domain name www.everestpoker.fr which domain name shall remain the exclusive property of the Seller;

"Software" shall mean that computer software programs known as "Everest Poker Software" and "Everest Casino Software", including their respective operating systems, application programs, software tools, support programming, integrated vendor-based data gathering elements, affiliate marketing technology and data tracking, and all related third party licenses, including both object code and source code owned by the Seller. The term "Software" shall also include all written or electronic data, documentation and materials that explain the structure or use of the Software including logic

diagrams, flow charts, procedural diagrams, error reports, manuals and training materials, look-up tables and databases, but specifically excludes any software, license or operating system embedded within personal or office computers owned by Seller.

“Trademarks” shall mean as defined in the recital to this Agreement;

2. In exchange for €100 Seller hereby transfers, sells, conveys, assigns and delivers to Buyer its entire right, title and interest in and to the Software, Trademarks and Domain Names and any accompanying logos and service marks, trade names, or any other logo, service mark, trade name, trademark (whether registered or unregistered) used in the Business of the Seller with the exception of the Excluded IP, together with the goodwill which is or may become attached to, the Software, Trademarks, and the Domain Names, logos and service marks, any applications, registrations and renewals in connection therewith, as well as any and all proprietary rights in and to the Software, Trademarks, and Domain names, and all similar proprietary rights in any of the foregoing, excluding, in each case, generally available software.

3. From time to time, and when requested by Buyer, Seller 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 Buyer may reasonably deem necessary or desirable to consummate and record this Agreement in any and all jurisdictions throughout the world, including promptly executing and delivering to Buyer such assignments and other instruments as Buyer or its counsel may reasonably request as necessary or desirable for such purpose, and cooperating with Buyer 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 name registrations in a timely manner.

4. As of the transfer date of each domain name, Seller 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 4 or otherwise in this Agreement shall preclude the use of any domain names, trademarks or service marks by Seller 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.

5. This Agreement 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 Agreement to produce or account for more than one set of


counterparts signed by all of the parties. This Agreement shall become effective on the Effective Date.

6. This Agreement shall be governed by and construed in accordance with the internal laws of Malta without regard to the conflicts of law principles of such jurisdiction to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.


[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement  
on the date written below.

EVEREST GAMING LIMITED  
As Seller

BY:   
NAME: ANGELO DALL'Z  
TITLE: DIRECTOR  
DATE: 31/08/2011

EVEREST IP LIMITED  
As Buyer

BY:   
NAME: Peter Marcus  
TITLE: Director  
DATE: 31/08/11

## **SCHEDULE A**

### **Trademark Registrations**

#### **Casino Lux**

<b><u>Jurisdiction</u></b>	<b><u>Registration Number</u></b>
Australia	917956
Canada	649047
European Union (CTM)	2756013
South Korea	96838
United States	2,804,726

#### **Casino Elegance**

(Registration pending)

#### **Everest Poker**

<b><u>Jurisdiction</u></b>	<b><u>Registration Number</u></b>
Argentina	2149391
Australia	1093753
Brazil	828197822
Canada	695364
China	Pending
European Union	4833109
Hong Kong	300562086
Japan	5009111
Mexico	Pending
Norway	240237
Peru	44385
Russian Federation	Pending
Switzerland	543556
Taiwan	123708
United States	3,168,529

#### **Everest Casino**

<b><u>Jurisdiction</u></b>	<b><u>Registration Number</u></b>
Argentina	2152333
Australia	1094296
Brazil	828197849
Canada	695365

China	Pending
European Union	4833182
Hong Kong	300562077
Japan	5009112
Mexico	Pending
Norway	240238
Peru	44386
Russian Federation	Pending
Switzerland	543.555
Taiwan	1237807
United States	3,168,530