

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299083

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
iBAHN General Holdings Corporation		03/18/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Guest-Tek Interactive Entertainment Inc.
Street Address:	3 Goodyear, Suite B
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618-2049
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3166481	IBAHN
Registration Number:	3166482	IBAHN
Registration Number:	3163927	IBAHN
Registration Number:	3163928	IBAHN
Registration Number:	3267556	IBAHN
Registration Number:	3267557	IBAHN
Registration Number:	3267558	IBAHN
Registration Number:	3267603	IBAHN
Registration Number:	3414977	IBAHN SPEED SOLUTION
Registration Number:	3777220	ITRAVELLER

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2158646857

Email: albrights@whiteandwilliams.com

Correspondent Name: Samuel C Albright

Address Line 1: 1650 Market Street

Address Line 2: One Liberty Place, Suite 1800

Address Line 4: Philadelphia, PENNSYLVANIA 19103

TRADEMARK

NAME OF SUBMITTER:	Samuel C Albright
SIGNATURE:	/salbright/
DATE SIGNED:	03/25/2014
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made on this 18th day of March, 2013 by and between iBAHN Corporation, a Delaware corporation, iBAHN General Holdings Corp., a Delaware corporation, and iBAHN Leasing LLC, a Utah limited liability company (collectively, the "Assignors"), and Guest-Tek Interactive Entertainment Inc. ("Assignee"), in favor of Assignee. Assignors and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Assignors and Guest Tek Interactive Entertainment Ltd., an Alberta corporation ("Buyer") are parties to that certain Asset Purchase Agreement, dated February 6, 2014 (the "Purchase Agreement"), pursuant to which Assignors agreed to sell, transfer and assign to Assignee, the Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Assignee will act as designee of Buyer with respect to the Intellectual Property;

WHEREAS, Assignors, each as to themselves only, wish to convey all of their respective right, title and interest in and to those trademarks set forth on Schedule A attached hereto, all applications and registrations pertaining thereto and all common law rights associated therewith, together with any goodwill arising therefrom (collectively, the "Trademarks");

WHEREAS, Assignee desires to acquire the Trademarks and the goodwill represented thereby, all in accordance with and subject to the terms and conditions of the Purchase Agreement.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignors, each as to themselves only, hereby sell, transfer and assign to Assignee and its successors and assigns, all of their respective right, title and interest in and to the Trademarks throughout the world, the right to conduct business under the Trademarks, including their right, if any, to license the Trademarks to others, and all rights to sue and collect damages and/or profits for claims of past or future infringements of the Trademarks.

2. Recordation of Assignment. Assignors hereby authorize and request the United States Commissioner of Patents and Trademarks and any other applicable governmental authority in any applicable jurisdiction to record Assignee as the owner of their respective interests in the Trademarks and to issue to Assignee, in lieu of Assignors, in accordance with this instrument, all future notices and any other communications and documents bearing on the Trademarks.

3. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

4. Amendment; Waiver. This Trademark Assignment shall not be amended or modified except by a written instrument duly executed by each of the Parties hereto. Any extension or waiver by any party of any provision hereto shall be valid only if set forth in an instrument in writing signed on behalf of such party.

5. Counterparts. This Trademark Assignment may be executed in two counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same assignment.

6. Delivery Pursuant to Purchase Agreement. Notwithstanding anything to the contrary herein, Assignors and Assignee are executing and delivering this Trademark Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 7).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignors and Assignee have duly executed this Trademark Assignment on the date first above written.

ASSIGNORS:

iBAHN Corporation

By: _____
Name:
Title:

iBAHN General Holdings Corp.

By: _____
Name:
Title:

iBAHN Leasing LLC

By: _____
Name:
Title:

ASSIGNEE:

Guest-Tek Interactive Entertainment Inc.

By: _____
Name: **Arnon Levy**
Title: **President & CEO**

SCHEDULE A
TRADEMARKS

Trademark	Jurisdiction	Registration/Serial #
iBAHN	USA	3,166,481
IBAHN	USA	3,166,482
iBAHN	USA	3,163,927
iBAHN	USA	3,163,928
iBAHN Logo (Burgundy)	USA	3,267,556
iBAHN Logo (Burgundy)	USA	3,267,557
iBAHN Logo (Burgundy)	USA	3,267,558
iBAHN Logo (Burgundy)	USA	3,267,603
iBAHN Speed Solution	USA	3,414,977
ITRAVELLER	USA	3,777,220
ITRAVELLER	Australia	WO 1 030 863
iBAHN Logo (Burgundy)	China	WO 1 035 406
iBAHN Logo (Yellow)	China	WO 866 407
ITRAVELLER	China	WO 1 030 863
iBAHN Logo (Yellow)	EU/CTM	4,616,074
ITRAVELLER	EU/CTM	WO 1 030 863
iBAHN Logo (Yellow)	Hong Kong	300,489,817
iBAHN Logo (Burgundy)	WIPO	WO 1 035 406
iBAHN Logo (Yellow)	WIPO	WO 866 407
ITRAVELLER	WIPO	WO 1 030 863
iBAHN Logo (Yellow)	Japan	WO 866 407
iBAHN Logo (Yellow)	Singapore	WO 866 407