

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324957

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF 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>                  |
| Skyllzone LLC   |  | 07/03/2014            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | DKDS Holdings Corp.                                |                       |                                     |
| <b>Street Address:</b>  | 125 Summer Street                                  |                       |                                     |
| <b>Internal Address:</b>  | Suite 510  |                       |                                     |
| <b>City:</b>  | Boston   |                       |                                     |
| <b>State/Country:</b>   | MASSACHUSETTS                                      |                       |                                     |
| <b>Postal Code:</b>   | 02110  |                       |                                     |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                              |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 3982520  | DRAFTSTREET           |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 6179372400   |                       |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                                     |
| <b>Phone:</b>   | 6179372418   |                       |                                     |
| <b>Email:</b>   | aanderson@cooley.com                               |                       |                                     |
| <b>Correspondent Name:</b>  | Anna Anderson c/o Cooley LLP                       |                       |                                     |
| <b>Address Line 1:</b>  | 500 Boylston Street, 14th Floor                    |                       |                                     |
| <b>Address Line 4:</b>  | Boston, MASSACHUSETTS 02116                        |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 315790.100   |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Anna Anderson                                      |                       |                                     |
| <b>SIGNATURE:</b>   | /ABA/  |                       |                                     |
| <b>DATE SIGNED:</b>   | 12/03/2014   |                       |                                     |
| <b>Total Attachments: 8</b>   |  |                       |                                     |
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (the “*IP Assignment Agreement*”), dated as of July 3, 2014, is entered into by and between **Skyllzone LLC**, a Delaware limited liability company (“*Assignor*” or the “*Seller*”), and **DKDS Holdings Corp.**, a Delaware corporation (“*Assignee*” or the “*Buyer*”).

### RECITALS:

*Whereas*, pursuant to the terms and conditions of an Asset Purchase Agreement, of even date herewith (the “*Purchase Agreement*”), by and between the Assignor and the Assignee, the Assignor wishes to sell, transfer, convey, assign and deliver to the Assignee, and the Assignee has agreed to acquire and accept, all of the Assignor’s right, title and interest in and to the Seller Intellectual Property (as defined in the Purchase Agreement);

*Now Therefore*, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor and the Buyer hereby act and agree as follows:

1. Recitals; Defined Terms. The foregoing Recitals are hereby incorporated by reference herein and made a part hereof. All capitalized terms used herein without definition shall have the meanings assigned to them in the Purchase Agreement.

2. Conflicting Terms. This IP Assignment Agreement is being delivered pursuant to the Purchase Agreement and will be construed consistently therewith. Each party acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any Party under the Purchase Agreement shall be deemed to be enlarged, enhanced, limited, modified or altered in any way by this IP Assignment Agreement. The parties agree that this IP Assignment Agreement and assignment and transfer of the Seller Intellectual Property hereunder is subject to the terms and conditions of the Purchase Agreement and shall not be deemed to enhance, limit, enlarge or extinguish any obligation of the Assignor or the Assignee under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this IP Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

3. Assignment of Seller Intellectual Property. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts the transfer and assignment of, all right, title and interest in and to the Seller Intellectual Property as defined in the Purchase Agreement and listed on Exhibit A hereto, all together with the Goodwill of the Business in connection with which the Seller Intellectual Property is used, and with any and all renewals and extensions of the registrations for the Seller Intellectual Property that may be secured under any applicable law now or hereafter in effect. Assignor will provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):

- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Seller Intellectual Property and in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the Seller Intellectual Property, including testifying as to any facts relating to the Seller Intellectual Property or this IP Assignment Agreement; *provided, however*, that Assignee shall (A) reimburse Assignor for any and all documented expenses or disbursements associated with such matters (including, without limitation, reasonable attorney fees); and (B) be entitled to retain the entire amount of any recovery or settlement; and
- (ii) in the implementation or perfection of this IP Assignment Agreement.

4. Priority of IP Rights. The Assignor acknowledges that the Assignee owns and will own all such existing and future right, title and interest in and to the Seller Intellectual Property, including, without limitation, the right to claim priority rights deriving from any of the foregoing and the right to sue for, settle and release past, present and future infringement or wrongful use of any of the foregoing everywhere in the world. Assignor hereby acknowledges that it retains no right to use the Seller Intellectual Property and agrees not to challenge the validity of the Assignee's ownership of the Seller Intellectual Property. Notwithstanding the foregoing and for the avoidance of doubt, the Seller and the Key Stockholder may retain general information and knowledge, ideas, concepts, and know-how which the Seller and the Key Stockholder learned in the operation of the Business prior to the Closing (the "**General Ideas**"), provided that such General Ideas shall not include the Customer List, and the General Ideas shall not be used for or on behalf of a Restricted Business during the Restricted Period except as allowed under Section 6.2(b) of the Purchase Agreement.

5. Documentation of Seller Intellectual Property; Delivery of Tangible Media. Assignor further agrees to deliver to the Assignee upon execution of this IP Assignment Agreement any and all tangible manifestations of the Seller Intellectual Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Seller Intellectual Property, except for any such tangible manifestation that Assignor is specifically allowed to retain pursuant to the Purchase Agreement. Such delivery shall include all present and predecessor versions, to the extent such versions exist and are in Assignor's possession or under its control.

6. Domain Names. At its own expense, the Assignor will promptly and properly complete and submit, to its registrar for the Domain Names, any and all instructions necessary to transfer ownership as registrant of the Domain Names to the Assignee.

7. Perfection of Intellectual Property Rights. Upon a request of and expense by the Assignee, Assignor agrees to promptly execute documents, testify and take other acts as the Assignee may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Seller Intellectual Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued copyrights, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Seller Intellectual Property, in the Assignee's name and for its benefit. In the event the Assignee is

unable for any reason to secure the Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignors. Assignors hereby waive and quitclaim to the Assignee any and all claims, of any nature whatsoever, which Assignors now or may hereafter have for infringement of any Seller Intellectual Property assigned hereunder.

8. Irrevocable and Binding Assignment. The Assignor acknowledges that this Assignment is irrevocable and binding on the Assignor's successors and assigns. The Assignor does not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder the Assignee's exercise of any of the rights granted herein; or (c) enjoin, restrain, or otherwise hinder, by court order or otherwise, the use, sale, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the Seller Intellectual Property and any derivative works thereof.

9. Entire Agreement. This IP Assignment Agreement, together with the Purchase Agreement and the agreements and instruments contemplated hereby and thereby, constitutes the entire agreement between the parties with respect to the subject matter of this IP Assignment Agreement, supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto, and may not be modified, amended or otherwise changed in any manner except by a writing executed by a duly authorized representative of the party to be charged.

10. Counterparts. This IP Assignment Agreement may be executed in counterparts and by facsimile signatures, any one of which need not contain the signatures of more than one party and each of which shall be an original, but all such counterparts taken together shall constitute one and the same original instrument. This IP Assignment Agreement may be delivered by hand delivery, overnight courier, electronic or facsimile transmission (including portable document format, PDF), or by any other means of ensuring swift delivery.

11. No Third Party Rights. Nothing in this IP Assignment Agreement, express or implied, is intended to confer upon any third party any rights or remedies.

12. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this IP Assignment Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York, including all matters of construction, validity and performance.

13. Miscellaneous. This IP Assignment Agreement shall bind the Assignor and its successors and assigns and inure to the benefit of the Buyer and its successors and assigns. The descriptive headings of the several paragraphs, subparagraphs and clauses of this IP Assignment Agreement were inserted for convenience only and shall not be deemed to affect the meaning or

construction of any of the provisions hereof. All controversies, disputes and Claims arising among the parties hereto in connection with, or with respect to, this IP Assignment Agreement shall be resolved pursuant to the provisions set forth in Section 10.9 of the Purchase Agreement. Whenever possible, each provision of this IP Assignment Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this IP Assignment Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this IP Assignment Agreement. No party may assign, delegate or otherwise transfer either this IP Assignment Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party; provided, however, that the Buyer may (a) assign any or all of its rights and interests hereunder to one or more of its affiliated entities, including DraftKings Inc., (b) assign any or all of its rights and interests hereunder to one or more of its lenders, (c) designate one or more of its affiliated entities, including DraftKings Inc., to perform its obligations hereunder, in each case, so long as the Buyer is not relieved of any liability hereunder. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns and administrators of the parties hereto.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

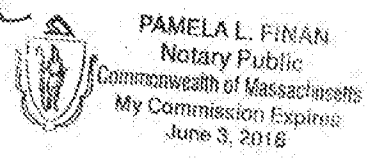
DKDS Holdings Corp.

By: [Signature]  
Name: Jason Robins  
Title: President & CEO

STATE OF Massachusetts  
COUNTY OF Suffolk

On this    day of July, 2014, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Jason Robins, known by me to be the person above named and an  
officer of DKDS Holdings Inc., who is duly authorized to execute this Assignment on behalf of  
DKDS Holdings Inc. and who signed and executed the foregoing instrument on behalf of DKDS  
Holdings Inc.

Notary Public: Pamela L. Finan  
My Commission Expires: 6/3/16



Skylzone LLC

By: \_\_\_\_\_  
Name: Brian Schwartz  
Title: President & CEO

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this    day of   , 2014, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Brian Schwartz, known by me to be the person above named and  
an officer of Skylzone LLC, who is duly authorized to execute this Assignment on behalf of  
Skylzone LLC and who signed and executed the foregoing instrument on behalf of Skylzone  
LLC.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed as of the day and year first above written.

**DKDS Holdings Corp.**

By: \_\_\_\_\_  
Name: Jason Robins  
Title: President & CEO

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_ 2014, before me, a Notary Public in and for the State and County foresaid, personally appeared Jason Robins, known by me to be the person above named and an officer of DKDS Holdings Corp., who is duly authorized to execute this Assignment on behalf of DKDS Holdings Corp. and who signed and executed the foregoing instrument on behalf of DKDS Holdings Corp.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Skyllzone, LLC**

By: [Signature]  
Name: Brian Schwartz  
Title: CEO

STATE OF New York  
COUNTY OF Danvers

On this 3 day of July, 2014, before me, a Notary Public in and for the State and County foresaid, personally appeared Brian Schwartz, known by me to be the person above named and an officer of Skyllzone, LLC, who is duly authorized to execute this Assignment on behalf of Skyllzone, LLC and who signed and executed the foregoing instrument on behalf of Skyllzone, LLC.

Notary Public: [Signature]  
My Commission Expires: 4/6/17

JARETT SAUL  
Notary Public, State of New York  
No. 01SA6203432  
Qualified in New York County  
Commission Expires April 6, 2017



## Exhibit A

### **Seller Intellectual Property**

The Seller Intellectual Property consists of the following Purchased Assets. Terms used herein but not defined herein have the meaning set forth in the Purchase Agreement.

- (a) Confidential Information of the Seller;
- (b) Company Website or Company Websites;
- (c) All rights under the Assigned Contracts, including the right of enforcement and prosecution for breaches or violations;
- (d) Goodwill, provided that the Goodwill shall not include any goodwill of the Excluded Assets or the business related to the Excluded Assets;
- (e) Seller Intellectual Property;
- (f) Internet Names;
- (g) Open Source Materials;
- (h) Personal Data;
- (i) Software and Systems;
- (j) User Data;
- (k) Seller Database and Customer Lists; and
- (l) all other Intellectual Property and Confidential Information owned, licensed or used by the Seller in the Business, as currently conducted or as currently proposed to be conducted by the Seller, and any Intellectual Property currently under development by or for Seller and used in the Business (whether or not in collaboration with another Person).

## Schedule 4.21(a)

### Intellectual Property – Patents, Trademarks, Copyrights

#### Trademark Applications / Registrations

U.S. Trademark Registration Number 3,982,520 (“DraftStreet”). Issued June 21, 2011 by the United States Patent and Trademark Office. Section 8 renewal window opens June 21, 2016 and closes June 21, 2017.

#### Patents / Patent Applications

None.

#### Copyright Applications / Registrations

None.

#### URLs (Registered Domain Names)

(all registered with [www.GoDaddy.com](http://www.GoDaddy.com))

[www.draftstreet.com](http://www.draftstreet.com) (expiration date 2015-10-28)

[www.draftstreak.com](http://www.draftstreak.com) (expiration date 2014-10-01)

[www.draftst.com](http://www.draftst.com) (expiration date 2015-09-25)

[www.draftstreet.info](http://www.draftstreet.info) (expiration date 2015-10-28)

[www.windoughsports.com](http://www.windoughsports.com) (expiration date 2015-10-28)

[www.windowssports.com](http://www.windowssports.com) (expiration date 2015-10-28)

[www.dsrecruiter.com](http://www.dsrecruiter.com) (expiration date 2015-10-28)

[www.lefttacklellc.com](http://www.lefttacklellc.com) (expiration date 2015-10-28)

[www.sportslunatic.com](http://www.sportslunatic.com) (expiration date 2015-10-28)

1. See those Licensing Agreements with STATS LLC, Parker Software, Red Gate Software and Apache described in items 61, 63, 64 and 75 of Schedule 4.18(a).
2. The Business has entered into an oral arrangement with Fan vs Machine permitting Fan vs Machine to use DraftStreet API free of charge, which will be disabled at time of closing.