

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eucalyptus Investments Limited		07/31/2015	COMPANY: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Trafalgar Media Limited		
Street Address:	Sovereign House, 14-16 Nelson Street		
City:	Douglas		
State/Country:	ISLE OF MAN		
Postal Code:	IM1 2AL		
Entity Type:	COMPANY: ISLE OF MAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4366751	CS CASINO SPLENDIDO	
Serial Number:	85714721	LUCKY CLICK	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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>			
Phone:	312-372-2000		
Email:	jmikulina@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	073985-0033		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	08/12/2015		
Total Attachments: 5			
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DATED 31 JULY 2015

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

EUCALYPTUS INVESTMENTS LIMITED

and

TRAFALGAR MEDIA LIMITED

McDERMOTT WILL & EMERY UK LLP

**110 Bishopsgate
London EC2N 4AY
DX 42619 Cheapside**

Tel: +44 20 7577 6900

Fax: +44 20 7577 6950

THIS DEED OF ASSIGNMENT is dated 31 JULY 2015

PARTIES

- (1) **EUCALYPTUS INVESTMENTS LIMITED** registered in the British Virgin Islands with company number 1853448 whose registered office is at 2nd Floor, O'Neal Marketing Associates Building, Wickhams Cay II, Road Town, Tortola, British Virgin Islands (**Assignor**).
- (2) **TRAFALGAR MEDIA LIMITED** incorporated and registered in the Isle of Man with company number 011400V whose registered office is at Sovereign House, 14-16 Nelson Street, Douglas, Isle of Man, IM1 2AL (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this assignment.

AGREED TERMS

1. **Interpretation**

The following definitions and rules of interpretation apply in this assignment.

1.1 **Definitions:**

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Trade Marks: means the trade mark registrations and application owned by the Assignor and all goodwill attaching thereto, whether arising before or after the date of this Agreement, the full details of which are set out in the 0.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this assignment.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this assignment and shall have effect as if set out in full in the body of this assignment. Any reference to this assignment includes the Schedule.
- 1.5 References to clauses and Schedule are to the clauses and Schedule of this assignment.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 This assignment shall be binding on, and ensure to the benefit of, the parties to this assignment and their respective personal representatives, successors and permitted

assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

- 1.8 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Assignment

- 2.1 The Assignor hereby assigns to the Assignee, absolutely with full title guarantee and free from all encumbrances, all its right, title and interest in and to the Trade Marks, including:

2.1.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;

2.1.2 all statutory and common law rights attaching to the Trade Marks and all similar such rights in any applicable jurisdiction attaching to the Trade Marks, together with the goodwill of the business relating to the goods and services in respect of which the Trade Marks are registered or used; and

2.1.3 the right to bring, make, oppose, defend, 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 passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this assignment.

3. Further assurance

- 3.1 At the Assignee's request and expense, the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this assignment.

- 3.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks to the Assignee:

3.2.1 if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;

3.2.2 if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;

3.2.3 provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);

3.2.4 ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee; and

3.2.5 provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or

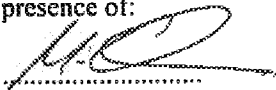
proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

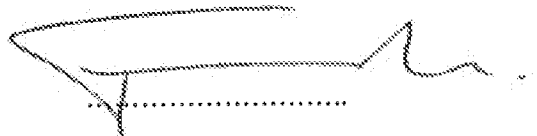
4. Governing law

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 English law.

This assignment has been executed as a deed but is not delivered until it has been dated.

Executed as a deed by **EUCALYPTUS INVESTMENTS LIMITED** acting by **TONI WALE** a director, in the presence of:


.....


.....

Director

Signature of witness

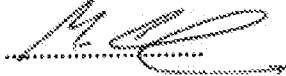
Name of witness (in block capitals): **MARK QUINLE**

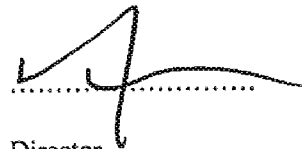
Address of witness: **904 SERENITY, MAJESTIC OCEAN PLACE, LISBURN**

Occupation of witness: **HEAD OF MARKETING**

Executed as a deed by **TRAFALGAR MEDIA LIMITED** acting

by **ED WARE** a director, in the presence of:


.....


.....

Director

Signature of witness

Name of witness (in block capitals): **MARK QUINLE**

Address of witness: **904 SERENITY, MAJESTIC OCEAN PLACE, LISBURN**

Occupation of witness: **HEAD OF MARKETING**

Schedule

Trade marks

Mark	Goods/Services Classes	Territory	Registration/ Application Number	Filing Date	Status
ROXYPALACE	41	Canada	TMA 643,841	8 January 2002	Registered
ROXYPALACE	41	European Union	2540292	16 January 2002	Registered
ROXYPALACE & Device (colour)	41	European Union	13394614	23 October 2014	Registered
ROXYPALACE (word mark)	41	European Union	13394606	23 October 2014	Registered
ROXY POKER	41	European Union	3418316	20 October 2003	Registered
ROXY POKER		Canada	833,409	22 October 2003	Registered
CASINO SPLENDIDO & Device		Canada	848,770		Registered
CASINO SPLENDIDO & Device	41	European Union	10508406	20 December 2011	Registered
CASINO SPLENDIDO & Device	41	Australia	1466498		Registered
CASINO SPLENDIDO & Device	41	USA	4,366,751		Registered
LUCKYCLIC	41	European Union	010547826	9 January 2012	Registered
LUCKY CLICK	41	Australia	1510348	24 August 2012	Registered
LUCKY CLICK	41	European Union	011137528	23 August 2012	Registered
LUCKY CLICK	41	USA	85714721	28 August 2012	Registered
LUCKY CLICK		Canada	1591651	27 August 2012	Advertised