

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adrenalin Gaming, LLC		12/14/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Video Gaming Technologies, Inc.		
Street Address:	308 Mallory Station Road		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3234410	CASH INN	
CORRESPONDENCE DATA			
Fax Number:	3146122301		
<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:	3146215070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Armstrong Teasdale LLP		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	Saint Louis, MISSOURI 63110		
ATTORNEY DOCKET NUMBER:	30711-1333		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	12/28/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of December 14th, 2015 (this "Effective Date") is made and entered into by and among Adrenalin Gaming, LLC, a Nevada corporation (the "Assignor") with an address at 36 Lewiston Court, Lareda Ranch, California 92694, and Video Gaming Technologies, Inc., a Tennessee corporation (the "Assignee") with an address at 308 Mallory Station Road, Franklin, Tennessee 37067. Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor desires to assign all right, title and interest in and to U.S. Trademark Registration No. 3,234,410 for the mark CASH INN for use in connection with *video and slot machines* in Class 9 (the "Mark"), together with all goodwill arising from or relating thereto, to Assignee; and

WHEREAS, Assignee desires to acquire same.

NOW, THEREFORE, in consideration of USD \$4,000.00 (Four Thousand U.S. Dollars) (the "Payment"), the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Mark, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Mark, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Mark, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Mark herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Mark from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Mark as Assignee shall reasonably request. Assignor further agrees that it will not use, register, or seek to register, or oppose, cancel, or otherwise interfere with Assignee in maintaining registration of the Mark, with Assignee's U.S. Trademark Registration No. 3,723,792 for the mark CASHIN' IN, or with any mark similar thereto.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the

Mark and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

4. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to the Mark as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

5. Release. In addition to the Assignment and in further consideration of the Payment, Assignor does hereby release and forever discharge Assignee from any and every right and cause of action, claim, demand of whatsoever kind, nature or description, and arising out of or resulting from Assignee's use of either the Mark or its own U.S. Trademark Registration No. 3,723,792 for the mark CASHIN' IN, or any mark similar thereto.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law. The law of the State of Tennessee shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Tennessee.

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

13. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

ASSIGNOR:

ADRENALIN GAMING, LLC

By: Scott Duvarzo
Name: SCOTT DUVARZO
Title: CEO

ATTEST:

CERTIFICATE OF ACKNOWLEDGEMENT

I, Mans Anand, a Notary Public in and for Oceano County Ca do hereby certify that SCOTT DUVARZO personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified limited liability company, _____, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

[Signature Page 1 of 2 to Trademark Assignment Agreement]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ORANGE

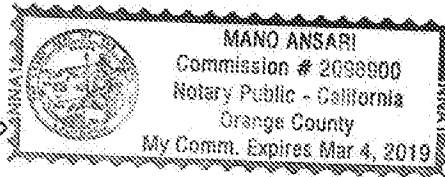
On 12-15-15 before me, Mano Ansari A Notary Public
(Insert name and title of the officer)

personally appeared SCOTT DAVANZO, who proved to me on the basis of the satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mano Ansari



(SEAL)

~~ASSIGNOR:~~
~~ASSIGNEE:~~

VIDEO GAMING TECHNOLOGIES, INC.

By: [Signature]
Name: Keith Moore
Title: Director, Intellectual Property

ATTEST:

CERTIFICATE OF ACKNOWLEDGEMENT

I, Jami Smith, a Notary Public in and for Tennessee do hereby certify that Keith Moore, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified company, Video Gaming Technologies, Inc. with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 16th day of December, 2015.

[Signature]
Notary Public

My Commission Expires: Sept. 11, 2017



[Signature Page 2 of 2 to Trademark Assignment Agreement]