

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376877

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skee Ball, Inc.		02/23/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bay Tek Games, Inc.		
Street Address:	1077 E Glenbrook Drive		
City:	Pulaski		
State/Country:	WISCONSIN		
Postal Code:	54162		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	0256496	SKEE-BALL	
Registration Number:	1936818	SKEE BALL LIGHTNING	
Registration Number:	1972355	SKEE BALL LIGHTNING	
Registration Number:	2022639	SITTIN' DUCKS	
Registration Number:	2055153	SUPER SHOT	
Registration Number:	2081663	SKEE BALL TOO!	
Registration Number:	4627972	8 SKEE-BALL	
CORRESPONDENCE DATA			
Fax Number:	4142715770		
<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:	414-271-7590		
Email:	jennyf@andruslaw.com		
Correspondent Name:	ANDRUS INTELLECTUAL PROPERTY LAW, LLP		
Address Line 1:	100 EAST WISCONSIN AVENUE		
Address Line 2:	SUITE 1100		
Address Line 4:	MILWAUKEE, WISCONSIN 53202		
NAME OF SUBMITTER:	Joseph D. Kuborn		
SIGNATURE:	/Joseph D. Kuborn/		
DATE SIGNED:	03/16/2016		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS Skee Ball, Inc., a corporation organized and registered in Pennsylvania and located at 121 Liberty Lane, Chalfont Bucks, Pennsylvania 18914 ("Skee Ball") has adopted and used the trademarks set forth on the attached Appendix A and is the owner of the U.S. and international trademark registrations listed on Appendix A (the "Trademarks") and has used in commerce the unregistered trademarks listed on Appendix A ("the Unregistered Trademarks"); and

WHEREAS Bay Tek Games, Inc., a corporation registered in Wisconsin and located at 1077 E Glenbrook Drive, Pulaski, WI 54162 ("Bay Tek") is desirous of acquiring all of the rights associated with the Trademarks and the Unregistered Trademarks; and

WHEREAS Skee Ball and Bay Tek have entered into that certain Asset Purchase Agreement under the same date hereof whereby the parties have agreed that Skee Ball will transfer and assign to Bay Tek all of its right title and interest in and to the Trademarks and Unregistered Trademarks set forth on Appendix A; and

WHEREAS Skee Ball represents and warrants as to the Trademarks only that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Trademarks, free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Bay Tek the rights to the Trademarks assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith;

WHEREAS Skee Ball represents and warrants as to the Unregistered Trademarks only that it has in the past used the Unregistered Trademarks in commerce without incident, claim or suit from any third party; and

WHEREAS Skee Ball shall as to the Trademarks take all further actions, and provide to Bay Tek, Bay Tek's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by Bay Tek to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world; and

WHEREAS Skee Ball shall as to the Unregistered Trademarks take all further actions, and provide to Bay Tek, Bay Tek's successors, assigns or other legal representatives, all such cooperation and assistance (including, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by Bay Tek to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the execution of any application for registration, which is prepared by Bay Tek relating to any of the rights assigned herein; (2) offering limited assistance to Bay Tek in its prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, testifying as to any facts relating to the Unregistered Trademarks and this Assignment; (3) offering limited assistance to Bay Tek in obtaining any additional trademark protection relating to rights assigned that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect

in the United States or in any foreign country; and (4) offering limited assistance to Bay Tek in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Skee Ball, Inc. does hereby sell, assign and transfer to Bay Tek Games, Inc. all rights, title and interest in and to the Trademarks and the Unregistered Trademarks, together with the good will of the business symbolized by the Trademarks and Unregistered Trademarks, and the identified registrations of the Trademarks thereof.

For such good and valuable consideration, Skee Ball hereby further sells, assigns, and transfers to Bay Tek all rights and interest in, to and arising from any infringement of the Trademarks, including all claims for damages and profits for any infringements that occurred prior to the date of this Assignment, including the right to sue for any infringements in its own name and stead and for its own benefit.

Executed and delivered this 23rd day of February, 2016.

Assignor:
Skee Ball, Inc.

Assignee:
Bay Tek Games, Inc.

By: *Joseph W. Sladek*
Joseph W. Sladek
CEO, Skee Ball, Inc.

By: *Gaeton J. Philippon*
Gaeton Philippon
CEO, Bay Tek Games, Inc.

Assignor Notary

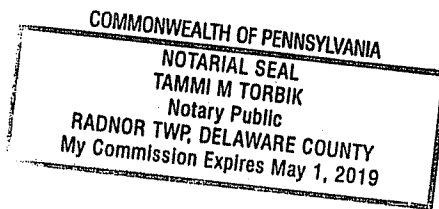
State of Pennsylvania

County of Chester

Sworn to before me this



23rd day of February 2016

Tammi M. Torbik
Notary Public
(SEAL)




APPENDIX A

U.S. Trademark Registrations

Mark	Appl. No.	Reg. No.	Reg. Date
Skee-Ball	71/276901	0256496	5/21/1929
Skee Ball Lightning	74/572698	1936818	11/21/1995
Skee Ball Lightning (logo)	74/584430	1972355	5/7/1996
			
Sittin' Ducks	74/715428	2022639	12/10/1996
Super Shot	75/106911	2055153	4/22/1997
Skee Ball Too!	75/162312	2081663	7/22/1997
8 Skee-Ball (logo)	86/208216	4627972	10/28/2014
			

International Trademark Registrations

Mark	Appl. No.	Reg. No.	Reg. Date
<u>Skee Ball</u>			
(European Union)	235796	235796	5/13/1998
(India)	738492	1332-1	7/15/2005
(Australia)	624860	624860	11/1/1994
(Australia)	372239	372239	3/1/1982
			
<u>Skee-Ball</u>			
(Canada)	643207	TMA0376921	12/7/1990
(China)	94069571	837444	5/7/1996
(Japan)	H01-111619	2462138	9/30/1992
<u>Super Shot</u>			
(European Union)	232314	232314	2/1/1999
(India)	738493	1336-1	11/15/2005

Unregistered Trademarks

Centennial Alley
 Crazy Curves
 Hot Shot
 Killer Beez
 Nothin' But Net
 Skee Daddle
 Skee-Ball 2010 Alley
 Spin-N-Win
 Strike It Rich
 Super Shot
 Super Shot Deluxe
 Tower of Power