

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388080

<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>
GENESIS IP LTD.		01/01/2016	Corporation: HONG KONG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gamesys Limited		
<b>Street Address:</b>	4th Floor, 10 Piccadilly		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	W1J0DD		
<b>Entity Type:</b>	Limited Liability Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3979377	RAY GUNN VERSUS GALAX E. GREED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156597357		
<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>	415.836.2557		
<b>Email:</b>	tmdocket@dlapiper.com		
<b>Correspondent Name:</b>	Heather Dunn		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>NAME OF SUBMITTER:</b>	Stephanie L. Hall, Esq.		
<b>SIGNATURE:</b>	/Stephanie L. Hall/		
<b>DATE SIGNED:</b>	06/15/2016		
<b>Total Attachments: 6</b>			
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CH \$40.00 3979377

Registered Trade Mark Assignment

THIS DEED is dated 4<sup>th</sup> FEBRUARY 2016

BETWEEN

- 1) GENESIS IP LTD, a company incorporated in Hong Kong, whose registered office is at 6/F Kwan Chart Tower, 6 Tonnochy Road, Wanchai, Hong Kong ("**Assignor**"); and
- 2) GAMESYS LIMITED a company registered in England and Wales with company number 04042931 and whose registered office is at 4th Floor, 10 Piccadilly, London, England W1J 0DD ("**Gamesys**").

INTRODUCTION

- A. The Assignor is the proprietor of the Trade Mark (as defined below).
- B. The Assignor has agreed to assign the Trade Mark, together with the common law rights and goodwill associated therewith, to Gamesys on the terms set out in this Deed of assignment.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (including the Introduction) the following words and expressions shall have the following meanings, unless the context requires otherwise:

"**Business Day**" means a day (excluding Saturdays and Sundays) on which banks are generally open in London, England, for the transaction of normal banking business.

"**Effective Date**" means 1 January 2016.

"**Group Company**" means in relation to any party, any subsidiary or ultimate holding company of such party, or any subsidiary of such ultimate holding company, or any other entity controlling or controlled by such party from time to time (and "Group Companies" shall be construed accordingly).

"**Trade Mark**" means US registered trade mark number 3,979,377 for RAY GUNN VERSUS GALAX E. GREED (word mark) covering goods in class 9.

"**VAT**" means value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 In this Deed (except where the context otherwise requires):

- 1.2.1 any reference to a "**party**" means a party to this Deed and includes its permitted assignees and/or the respective successors in title to substantially the whole of its undertaking;

- 1.2.2 any reference to a "person" includes any person, individual, company, firm, corporation, association, organisation, foundation, trust, government, state or agency of a state or any undertaking (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
  - 1.2.3 any reference to a statute, statutory instrument, rule or regulation or any of its provisions is to be construed as a reference to that statute, statutory instrument, rule or regulation or such provision as the same may have been or may from time to time hereafter be amended or re-enacted;
  - 1.2.4 a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute;
  - 1.2.5 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
  - 1.2.6 any reference to recitals, clauses, or paragraphs is to recitals, clauses or paragraphs of this Deed;
  - 1.2.7 any phrase introduced by the terms "**including**", "**include**", "**in particular**", "**for example**", "**such as**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
  - 1.2.8 any reference to "**writing**" includes any methods of representing words in a legible form including writing on an electronic or visual display screen, such as email (and "**written**" shall be construed accordingly);
  - 1.2.9 the clause headings are included for convenience only and shall not affect the interpretation of this Deed.
- 1.3 This Deed shall be binding on, and enure to the benefit of, the parties to this Deed 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.

## **2. ASSIGNMENT**

- 2.1 In consideration of the sum of £1 (one pound) (receipt of which the Assignor expressly acknowledges) the Assignor hereby irrevocably assigns to Gamesys absolutely with full title guarantee all right, title and interest in and to the Trade Mark including:
- (a) all statutory and common law rights attaching to the Trade Mark, together with the goodwill of the business relating to the goods or services in respect of which the Trade Mark is registered or used; and

- (b) 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 arising from ownership, of the Trade Mark whether occurring before, on, or after the Effective Date.

### 3. VAT

All payments made by Gamesys under this Deed are inclusive of VAT.

### 4. WARRANTIES

The Assignor warrants, represents and undertakes that:

- (a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Mark;
- (b) it is properly registered as the registered proprietor of the Trade Mark;
- (c) all application, registration and renewal and other fees in respect of the Trade Mark have been paid and no further fees are due within six months of the Effective Date of this Deed;
- (d) it has not given any third party (other than Gamesys or any Group Company of Gamesys or Group Company of Assignor) permission to use the Trade Mark or otherwise licensed or assigned any of the rights under the Trade Mark;
- (e) the Trade Mark is free from any security interest, option, mortgage, charge or lien;
- (f) it has not acquiesced in any unauthorised infringement of the Trade Mark;
- (g) it is unaware of any infringement or likely infringement of any of the Trade Mark;
- (h) so far as it is aware, the Trade Mark is valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of the Trade Mark;
- (i) so far as it is aware, neither the Trade Mark nor the exploitation of the Trade Mark will infringe the rights of any third party; and
- (j) so far as it is aware the Trade Mark is valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of the Trade Mark.

### 5. INDEMNITY

5.1 The Assignor shall defend, indemnify and keep indemnified Gamesys and hold Gamesys harmless forthwith on demand against any liability, damage, expense, loss, claim, action, proceeding or cost (including reasonable legal fees) suffered by such Gamesys in respect of:

- (a) any breach of Assignor's warranties, representations and undertakings set out in clause 4; and
- (b) the enforcement of this Deed.

5.2 At the request of Gamesys and at the Assignor's own expense, the Assignor shall provide all reasonable assistance to enable Gamesys to resist any claim, action or proceedings brought against Gamesys as a consequence of that breach contemplated in clause 5.1.

5.3 Gamesys shall defend, indemnify and keep indemnified Assignor and hold Assignor harmless forthwith on demand against any liability, damage, expense, loss, claim, action, proceeding or cost (including reasonable legal fees) suffered by Assignor in respect of any breach by Gamesys of or any inaccuracy of any representation or warranty of Gamesys contained in this Agreement, or in any agreement, certificate or other document delivered by Gamesys to Assignor pursuant hereto.

## **6. FURTHER ASSURANCE**

6.1 Notwithstanding the covenants for title made in clause 2.1, the Assignor shall execute or cause to be executed all such other documents and do or cause to be done all such further acts and things consistent with the terms of this Deed as Gamesys may from time to time reasonably require in order to vest in and secure to Gamesys and its successors in title the full benefit of the assets, rights and benefits to be transferred or granted to Gamesys under this Deed and for the protection and enforcement of the same and otherwise to give full effect to the terms of this Deed.

6.2 The Assignor shall deliver to Gamesys (or the Assignee's nominated representative) as soon as practicable after the date of this Deed all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.

## **7. DISCLAIMERS**

7.1 The covenants for title set out in clause 2.1 and the warranties by the Assignor set forth in clause 4 are the Assignor's sole and exclusive warranties pertaining to the Trade Mark and any other subject matter contemplated herein, and any other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, not expressly granted by assignor herein are hereby disclaimed.

## **8. GENERAL**

8.1 No modification or variation of this Deed (or any document entered into pursuant to or in connection with this Deed) shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Deed. For the avoidance of doubt, no modification or variation of this Deed shall be valid if made by email.

8.2 Unless expressly so agreed, no modification or variation of this Deed shall constitute or be construed as a general waiver of any provisions of this Deed, nor shall it affect any rights, obligations or liabilities under this Deed which have already accrued up to the date of such modification or waiver, and the rights and obligations of the parties under this Deed shall remain in full force and effect, except and only to the extent that they are so modified or varied.

- 8.3 Any waiver of a breach of any of the terms of this Deed shall not be deemed a waiver of any subsequent breach and shall in no way affect the other terms of this Deed. In no event will any course of dealing between the parties or any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Deed or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 8.4 This Deed constitutes the entire agreement and understanding of the parties relating to the subject matter of this Deed and supersedes any previous agreement or understanding, whether oral or written, between the parties (or any of them) in relation to such subject matter. In entering into this Deed, the parties have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Deed or not) other than as expressly set out in this Deed. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. Nothing in this clause shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.
- 8.5 The rights and remedies provided by this Deed are cumulative and (unless otherwise provided in this Deed) do not exclude any other rights or remedies available in law.
- 8.6 If any provision of this Deed shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Deed which shall remain in full force and effect. If any provision of this Deed is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 8.7 The parties agree, in the circumstances referred to in clause 8.6, to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
- 8.8 Except insofar as this Deed expressly provides that a third party may in his own right enforce a term of this Deed, any person (other than a Group Company of Gamesys) who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act. Neither party may declare itself a trustee of the rights under this Deed for the benefit of any third party.
- 8.9 Nothing in this Deed is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise any party to act as agent for any other, or create an employee-employer relationship, and no party shall have authority to act in the name or on behalf of or otherwise to bind any other in any way or to hold itself out in its advertising or

otherwise in any manner which would indicate or imply any such relationship with the other unless expressly provided otherwise in this Deed.

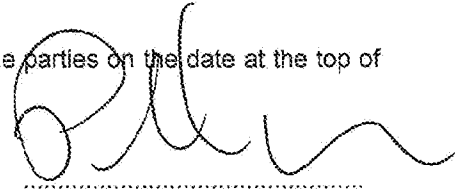
8.10 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one instrument. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

8.11 The validity, construction and performance of this Deed (and any claim, dispute or matter arising under or in connection with it or its enforceability or formation) shall be governed by and construed in accordance with the law of England.

8.12 Each party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this Deed (including non-contractual disputes or claims) or its enforceability or formation or the legal relationships established by this Deed and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

THIS DEED has been executed and delivered by or on behalf of the parties on the date at the top of page 1.

Signed as a deed on behalf of GENESIS IP LTD, a company incorporated in Hong Kong, by Peter Lee, being a person who, in accordance with the laws of that territory, is acting under the authority of the company, in the presence of:



Sole Director and Authorised signatory

Date: 4/2/2016

~~Victoria Coombs~~

VICTORIA COOMBS  
SOLICITOR  
GAMESYS LIMITED  
10 PICCADILLY, LONDON

Executed as a deed by GAMESYS LTD acting by DAVID CARTER, a director, in the presence of:



Director

Date: 4/2/2016

~~Victoria Coombs~~

VICTORIA COOMBS  
SOLICITOR  
GAMESYS LIMITED  
10 PICCADILLY  
LONDON