

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEGA Entertainment U.S.A., Inc.		05/01/2016	Corporation:
RECEIVING PARTY DATA			
Name:	GameWorks Entertainment, LLC		
Street Address:	9737 Lurline Ave		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77545452	GAMEWORKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8183505700		
Email:	pleblanc@gameworks.com		
Correspondent Name:	Paul Leblanc		
Address Line 1:	9737 Lurline Ave		
Address Line 4:	Chatsworth, CALIFORNIA 91311		
NAME OF SUBMITTER:	Ryan Stibor		
SIGNATURE:	/Ryan Stibor/		
DATE SIGNED:	08/24/2016		
Total Attachments: 5			
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**Stock Purchase Agreement
(GameWorks Entertainment, LLC - Sega Holdings U.S.A., Inc.)**

This Stock Purchase Agreement ("Agreement") is made as of March 31, 2011 (Tokyo time), by and between GameWorks Entertainment, LLC, a Nevada limited liability company located at 157 E. Warm Springs Road, Las Vegas, NV 89119 ("Buyer"), and Sega Holdings U.S.A, Inc., a California corporation located at 350 Rhode Island Street, Suite 400, San Francisco, CA 94103 ("Seller").

RECITALS

WHEREAS, Seller currently owns and operates a series of retail establishments, which sell food, drink, and conventional arcade to the general public under the trade name "GameWorks." There are seven (7) locations located across the country, which Seller operates through three (3) separate legal entities; and

WHEREAS, the GameWorks locations in Seattle, Washington, Las Vegas, Nevada, Schaumburg (Chicago), Illinois, and Tucson, Arizona (dba World Sports Grille), are owned and operated by Sega GameWorks U.S.A., Inc., a Delaware corporation ("SGUI"). Seller owns directly, beneficially and of record, one hundred percent (100%) of the issued and outstanding shares of capital stock of SGUI; and

WHEREAS, the GameWorks locations in Ontario, California and Tempe, Arizona are owned and operated by SGW Entertainment, Inc., a Delaware corporation ("SGW"). SGUI owns directly, beneficially and of record, one hundred percent (100%) of the issued and outstanding common shares of capital stock of SGW; and

WHEREAS, the GameWorks location in Newport, Kentucky is owned and operated by GameWorks Cincinnati, LLC, a Delaware limited liability company ("GWC"). SGUI owns directly, beneficially and of record, one hundred percent (100%) of the issued and outstanding membership units ("Units") of GWC; and

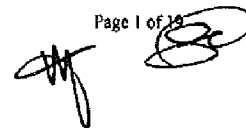
WHEREAS, Seller and Wet Holdings, Inc., a Nevada Corporation ("WHI"), entered into a Letter of Intent for the purchase and sale of stock, which has been assigned by WHI to GameWorks Entertainment, LLC with the consent of Seller; and

WHEREAS, Buyer desires to acquire the Shares from Seller, and Seller desires to sell the Shares to Buyer, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement and for other valuable consideration, Buyer and Seller agree as follows:

1. **Definitions:** The following terms as used in this Agreement shall have the following meanings:

- 1.1. "Closing" shall mean the execution of this Agreement.
- 1.2. "Closing Date" shall mean March 31, 2011 (Pacific Time).
- 1.3. "Delivery Date" shall mean April 30, 2011.
- 1.4. "Delivery Documents" shall mean, collectively:
 - 1.4.1. Consents from the Landlords of each GameWorks location, other than Las Vegas, to the material change in ownership of GameWorks, if required in the existing lease; and
 - 1.4.2. Written confirmation of the cancellation of any SOJ lease guaranty for each GameWorks location, other than Las Vegas.



2.4.5. Seller will provide copies of all modifications to all lease agreements for so long as there is any balance remaining of the Seller's letters of credit.

2.5. Certain Expenses

2.5.1. Neither Buyer nor Company shall pay or be liable for any of the following fees, expenses, taxes or liabilities incurred by Seller or Company, all of which shall be borne and paid by Seller:

2.5.1.1. the fees and expenses, if any, of any person retained by Seller or Company for brokerage, financial advisory or investment banking services or services as a finder rendered to Seller or Company in connection with the proposed sale of the Shares and Assets, including without limitation the transactions contemplated by this Agreement;

2.5.1.2. any fees and expenses of legal counsel, auditors and accountants retained or employed by Seller or Company for services rendered to Seller or Company in connection with the proposed sale of the Shares and Assets, including without limitation the transactions contemplated by this Agreement; or

2.5.1.3. any income, capital gains or other related tax incurred by Seller or otherwise payable as a result of the consummation of the transactions contemplated hereby.

2.6. If Company shall pay or be liable for any fee, expense, tax or liability described in Section 2.5, the sum of all such payments or liabilities shall be paid by Seller to Buyer upon demand or Buyer may reduce the Purchase Price accordingly.

3. Closing

3.1. Closing of the purchase and sale of the Shares shall be done in counterparts, with exchange scanned pdf versions of documents to be exchanged via email at 9:00 A.M., local time, on the Closing Date or on such other date as the parties may agree upon, with original signatures to be circulated

3.2. Obligations of Seller:

3.2.1. At a time no more than 10 business days prior to the Effective Date Seller and Buyer shall agree on a procedure to transfer all Company liquor licenses to Buyer, effective as of the Effective Date, and to co-operate with all applicable rules, regulations and law related to such transfer, and to execute such documents and provide such information as is reasonable and/or necessary to effectuate such transfer.

3.2.2. Within ten (10) business days after the Closing, Seller shall furnish Buyer with the following documents:

3.2.2.1. Articles of Incorporation and by-laws for each company and all amendments thereto, duly certified by the proper officials of the jurisdiction in which such company is organized and duly certified by the Secretary of each company as being in full force and effect on the Closing Date;

3.2.2.2. Certificates as to the good standing of company and payment of all applicable state taxes thereby, executed by the appropriate officials of the State of Delaware and of each other state in which Company is qualified as a foreign corporation;

- 3.2.2.3. Complete and correct corporate minute books, stock ledgers, stock transfer records and corporate seals of each company;
 - 3.2.2.4. Originals, or copies certified to the satisfaction of Buyer, of all Property Leases and title documents relating to Real Property;
 - 3.2.2.5. All schedules and attachments required as noted in this Agreement.
 - 3.2.2.6. All Employee handbooks, policies and procedure manuals, and/or other documents related to the terms and condition of employment with Company.
- 3.2.3. On or before the Effective Date, Seller shall deliver to Buyer the following:
- 3.2.3.1. Resignations of all directors and all officers of Company and its subsidiary(ies) from their respective positions as directors and officers effective as of the Effective Date;
 - 3.2.3.2. Cash in Company bank accounts at the time of the Effective Date shall be neither more nor less than three million, five hundred thousand U.S. dollars (\$3,500,000) modified by the working capital adjustment.
 - 3.2.3.3. **Bill of Sale:** Seller shall provide Buyer with Bills of Sale for all property transferred to Buyer.
 - 3.2.3.4. **Assignment of Intellectual Property:** Seller shall execute the agreements necessary to transfer the "GameWorks" and "World Sports Grille" trademarks to Buyer.
 - 3.2.3.5. **Assignment of Contracts:** Seller shall provide Buyer with appropriate assignments of appropriate service contracts or intangibles.
- 3.3. **Normal Course of Business:** Between the Closing Date and the Effective Date, Seller shall cause the Company to operate in its normal course of business, as more fully set forth in Section 4.16. The parties acknowledge that the acts specified in Section 4.16 are illustrative only and not exhaustive.
- 3.4. **Delivery Date:** On or before the Delivery Date, Buyer will deliver to Seller the Delivery Documents. This Section 3.4 is a Condition Subsequent to Closing and a Condition Precedent to the Effective Date. Seller may terminate this Agreement if Buyer fails to deliver the Deliver Documents by the Delivery Date.
- 3.5. **Effective Date:** Upon delivery of the Delivery Documents (or waiver of such delivery in whole or in part by Seller) the Transfers will take place.
- 3.6. **Obligations of Buyer:** No later than the Effective Date, Buyer shall accomplish and/or furnish Seller with the following:
- 3.6.1. Buyer shall have received financing under terms acceptable to Buyer to complete the Transaction.
 - 3.6.2. Buyer has concluded agreements with the landlords regarding amendments to or replacement of the leases which, at a minimum will cause the removal of the corporate guarantees of SOJ for Ontario, Tempe, Seattle and Tucson.

3.7. **Further Assurances:**Seller, at its sole cost and expense and without expense to Buyer, will do such further acts and execute and deliver such further documents regarding their obligations hereunder as may be required solely for the purpose of: (i) accomplishing the purposes of this Agreement; or (ii) assuring and confirming unto Buyer the validity of any documents of conveyance to be delivered at Closing.

4. **Representations And Warranties of Seller:**Sellerrepresents and warrants to Buyer as follows:

4.1. **Power and Capacity:** Seller has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by and is valid, binding and enforceable against Seller.

4.2. **Conflicting Instruments; Consents:** The execution, delivery and performance of this Agreement does not and will not violate any provision of the articles of incorporation or the by-laws of Company, create any lien, security interest, charge or encumbrance on the Shares or any assets of Company, or conflict with or result in a breach of, create an event of default under, or give any third party the right to accelerate any obligation under, any agreement, mortgage, order, arbitration award, judgment or decree to which any Seller or Company is a party or by which any Seller, the Shares, Company, or any assets or properties of Company, are bound or affected. There is no pending or threatened action, suit, proceeding or investigation before or by any court, governmental body or agency (each, a "Proceeding") to restrain or prevent the consummation of the transactions contemplated herein ("Transactions") or that might affect the right of Buyer to own and vote the Shares or the right of Company to operate the business of Company, other than that which is disclosed in Schedule 3.2.

4.3. **Shares:** Seller is the beneficial and record owner of the number of Shares set forth opposite its name on Schedule "C." The Shares are transferable and held by Seller as record owner, free of all liens, charges, encumbrances, and claims ("Adverse Claims"). No third party, including any former owner of the Shares or any other capital stock of Company, has the basis for any claims against the Shares, Company, Seller or Buyer with respect to the Transactions. Buyer, by this Agreement, will acquire good and marketable title to all of the capital stock of Company, free of all Adverse Claims.

4.4. **Organization and Authority:**All entities of Companyare duly organized, validly existing and in good standing under the laws of the State of Delaware.They have all requisite corporate power and authority to own or lease and operate its properties and assets and to carry on its business. They do not own any interest in any other entity of any type.

4.5. **Compliance with Law:**Seller and Company have complied with all federal, state and local laws, regulations, restrictions, orders, ordinances, codes, injunctions and decrees (collectively, "Applicable Law"). There is no (nor any basis for) a Proceeding pending or threatened affecting Company, its assets or business or involving this Agreement.

4.6. **Financial Statements**

4.6.1. Sellerhas furnished Buyer with copies of the unaudited interim financial statements of Company for the period from April 1, 2010 to February 28, 2011, including a balance sheet as at February 28, 2011 ("Interim Balance Sheet" and such date, the "Interim Balance Sheet Date") (collectively, "Financial Statements").

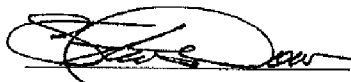
amended or waived other than by in writing signed by both parties. Notwithstanding any oral agreement of the parties or their representatives to the contrary, no party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been signed by both of the parties.


- 10.5. **Binding Effect:** This Agreement shall be binding upon the parties hereto and respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Seller may not assign or transfer any right hereunder without the prior written consent of Buyer. Buyer may assign or transfer its rights hereunder to an Affiliate.
- 10.6. **Attorneys' Fees:** In the event that any action or proceeding, including arbitration, is commenced by any party hereto for the purpose of enforcing any provision of this Agreement, the parties to such action, proceeding or arbitration may receive as part of any award, judgment, decision or other resolution of such action, proceeding or arbitration their costs and reasonable attorneys' fees as determined by the person or body making such award, judgment, decision or resolution. Should any claim hereunder be settled short of the commencement of any such action or proceeding, including arbitration, the parties in such settlement shall be entitled to include as part of the damages alleged to have been incurred reasonable costs of attorneys or other professionals in investigating or counseling on such claim.
- 10.7. **Counterparts:** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 10.8. **Each person executing this Agreement on behalf of an entity warrants and represents that they have the full power and authority to bind the entity to this Agreement.**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

GameWorks Entertainment, LLC

Sega Holdings U.S.A., Inc.

Signature: 
Name: STEVEN DONNER
Title: PRESIDENT
Date: 3/30/11

Signature: 
Name: Atsuya Terada
Title: CEO
Date: 3.31.2011