

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACE-O-MATIC, INC.		01/01/2017	Corporation: WYOMING
RECEIVING PARTY DATA			
Name:	SAVVY DOG SYSTEMS, LLC		
Street Address:	735 Champions Club Drive		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3982557	NA-DA-PA-DA GOLD	
Registration Number:	4129631	PRODUCTS DIRECT	
Registration Number:	3182819	TIC-TAC FRUIT	
CORRESPONDENCE DATA			
Fax Number:	4048708176		
<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:	404-962-7527		
Email:	sskinner@wcsr.com		
Correspondent Name:	D. Scott Sudderth		
Address Line 1:	P.O. Box 7037		
Address Line 4:	Atlanta, GEORGIA 30357-0037		
NAME OF SUBMITTER:	D. Scott Sudderth		
SIGNATURE:	/D. Scott Sudderth/		
DATE SIGNED:	06/09/2017		
Total Attachments: 12			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is made and entered into as of the 15 day of June 2017 (the "Effective Date") by and between Pace-O-Matic, Inc., a corporation of the State of Wyoming, having its principal place of business located at 4150-B Blue Ridge Industrial Parkway, Norcross, Georgia 30071, United States of America ("Assignor"), and SAVVY DOG SYSTEMS, LLC, a limited liability company of the State of Wyoming, having its principal place of business located at 735 Champions Club Drive, Alpharetta, Georgia 30004, United States of America. ("Assignee").

WHEREAS, Assignor is the owner of the patents and inventions described and claimed in the patents and patent applications (collectively, the "Patents") and trademarks and trademark registrations, (the "Marks"), collectively the ("Intellectual Property") described in Schedule "A", attached hereto and incorporated by reference herein;

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee, and Assignee desires to receive, all of its right, title, and interest in and to the Intellectual Property.

NOW, THEREFORE, for five dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) Assignor hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to (i) the Intellectual Property in the United States, (ii) all inventions and improvements disclosed and described in the Intellectual Property, (iii) all divisional, continuation, continuation-in-part, and foreign counterpart applications describing in whole or in part the said inventions and improvements, (iv) any issues and extensions of the aforementioned, (v) the Intellectual Property in all jurisdictions outside the United States (including, without limitation, the right to obtain renewals, reissues, and extension of any trademark registrations included in the Intellectual Property, (vi) the right to apply for patent applications or trademark registrations within or outside the United States based in whole or in part upon the Intellectual Property, any priority right that may arise for the Intellectual Property, (vii) all goodwill of the business connected with and symbolized by the Intellectual Property; and (viii) all rights to sue for and recover damages and profits based on any past, present, or future infringement and/or dilution of any of Assignor's rights in or to the Intellectual Property or injury to the goodwill associated with the Intellectual Property, whether known or unknown, all the foregoing to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

(2) Assignee shall pay to Assignor an additional amount based on the value of the foregoing Intellectual Property as determined by an independent valuation thereof conducted by an independent evaluator.

(3) Assignor irrevocably authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the Intellectual Property set forth on Schedule "A" to Assignee as assignee of Assignor's entire right, title, and interest therein. Within ten (30) days after the date hereof, Assignor shall provide Assignee with evidence satisfactory to Assignee that recordation of the transfer of the registrations and/or applications for registration set forth the on Schedule "A" has occurred.

(4) Assignor shall, at any time and from time-to-time after the date hereof, upon the reasonable request of the Assignee, execute, acknowledge and deliver to Assignee all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further actions, as Assignee deems necessary or desirable to give effect to the transactions contemplated by this Assignment. In the event Assignor does not promptly take such action as reasonably requested by Assignee, Assignor shall be deemed to have granted to Assignee as Assignor's true and lawful attorney-in-fact and agent with full power of substitution and reconstitution for Assignor and in its name, place and stead in any and all capacities to execute in the name of Assignor any and all such further reasonable actions as Assignee deems necessary or desirable to give effect to the transactions contemplated by this Assignment, granting unto said attorney-in-fact and agent full power of authority to do and perform each and every reasonable action required or necessary to be done to give effect to the transactions contemplated by this Assignment, as fully as Assignor might or could do in person, hereby ratifying and confirming all actions that said attorney-in-fact and agent or its substitute or substitutes, may lawfully do or cause to be done.

(5) This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to such State's conflict of laws.

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment effective on the date first written above.

BY ASSIGNOR:
PACE-O-MATIC, INC.

BY: [Signature]

NAME: Michael R. Pace

TITLE: President + CEO

DATE: Jan. 1, 2017

BY ASSIGNEE:
SAVVY DOG SYSTEMS, LLC

BY: Wellington Advisors, LLC as Trustee for Bacajo Trust, Member

NAME: [Signature]

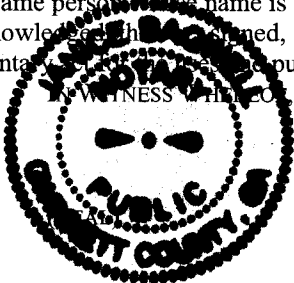
TITLE: Member

DATE: Jan. 1, 2017

ATTESTATION FOR ASSIGNOR - PACE-O-MATIC, INC.

STATE OF GA
COUNTY OF GWINNETT

BEFORE ME, a Notary Public in and for the County and State aforesaid, on this 1 day of January, 2017 personally appeared Michael R. Pace, known to me to be the same person whose name is subscribed to the foregoing Patent and Invention Assignment, who being duly sworn acknowledged that he signed, sealed and delivered the said Intellectual Property Assignment as his free and voluntary act for the uses and purposes therein set forth.



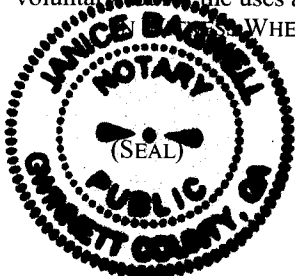
[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-6-2020
W-00292207
Janice Bagwell

ATTESTATION FOR ASSIGNEE - SAVVY DOG SYSTEMS, LLC

STATE OF GA
COUNTY OF GWINNETT

BEFORE ME, a Notary Public in and for the County and State aforesaid, on this 1 day of January, 2017 personally appeared Karmin Pace, known to me to be the same person whose name is subscribed to the foregoing Patent and Invention Assignment, who being duly sworn acknowledged that he signed, sealed and delivered the said Intellectual Property Assignment as his free and voluntary act for the uses and purposes therein set forth.



[Signature]
NOTARY PUBLIC

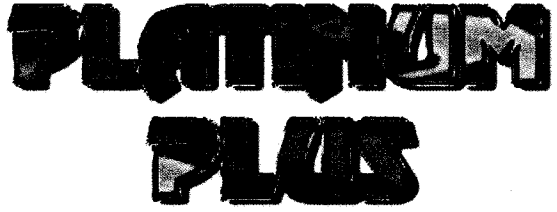


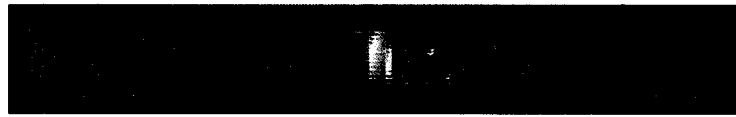

MY COMMISSION EXPIRES: 8-2-2020
W-00292207
Janice Bagwell







SCHEDULE "A"

PATENTS					
JURISDICTION	APP NO	APP DATE	PUB/PAT NO	PUB/PAT DATE	TITLE
U.S.	11/430,770	05.09/2006	8,118,660	02/21/2012	System and Method for Controlling the Number of Plays of an Electronic Game
U.S.	11/694,343	03/30/2007	8,469,792	06/25/2013	Electronic Gaming Method and System Having Variable Game Display Timer
U.S.	11/428,026	06/30/2006	7,736,223	06/15/2010	Electronic Gaming Method and System Having Preview Screen
U.S.	11/694,283	03/30/2007	8,920,231	12/30/2014	System and Method for Securely Controlling Operation and Configuration of an Electronic Game Having Virtual Refills
U.S.	14/584,430	12/29/2014	9,501,896	11/22/2016	Security Method and System for Electronic Game Virtual Refill Cartridge
U.S.	15/357,755	11/21/2016			Security Method and System for Electronic Game Virtual Refill Cartridge

TRADEMARKS

JURISDICTION	SER NO	APP DATE	REG NO	REG DATE	MARK
U.S.	85/024,362	04/27/2010	3,982,557	06/21/2011	NA-DA-PA-DA GOLD
U.S.	85/234/561	02/04/2011	4,129,631	04/17/2012	PRODUCTS DIRECT
U.S.	78/638,332	05/26/2005	3,182,819	12/12/2006	TIC-TAC FRUIT
					TECHNOLOGY THAT WINS – Stylized
					INNOVATION THAT EARNS - Stylized
					PLATINUM PLUS - Stylized
					PLATINUM PLUS

				<p>PLATINUM PLUS CHROME – 2-LINE – Stylized</p> 
				<p>CUTTING EDGE – Stylized (EDGE Stands for Electronically Driven Gaming Entertainment)</p> 
				<p>PENNSYLVANIA SKILL – Stylized & Logo</p> 
				<p>NEXPLAY</p>
				<p>PLAYER'S CHOICE – Stylized & Logo</p> 
				<p>PLAYER'S PROPHECY – Stylized & Logo</p> 

				<p>KNOW IT ALL – Stylized & Logo</p> 
				<p>COUPON PROMO – Stylized & Logo</p> 
				<p>COUPON PROMO NOW – Stylized & Logo</p> 
				<p>MISSOURI E-RAFLE – Stylized & Logo</p> 
				<p>LUCY GOOSEY -- Stylized & Logo</p> 
				<p>PANIKKA PROMOTIONS & Logo</p> 

GUAHAN GOLD – Stylized & Logo



GUMBALLS – Stylized & Logo



SKEETER SKILL – Stylized & Logo



TOBACCO ROAD – Stylized & Logo



LIBERTY E-RAFFLE – Stylized & Logo








OMNIDONGLE -- Logo

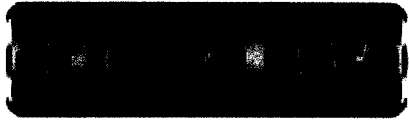












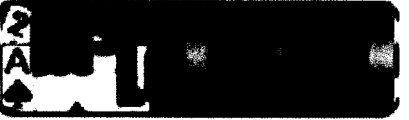
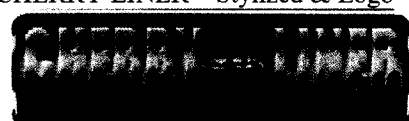
TAPCADE – Stylized & Logo



					<p>UNITED SKILL OF AMERICA – Stylized & Logo</p> 
					<p>PIRATES – Stylized & Logo</p> 
					<p>CLOWING AROUND – Stylized & Logo</p> 
					<p>BOMBS and BOMBSHELLS – Stylized & Logo</p> 
					<p>LUCKY EDDIE - Stylized</p>
					<p>AMERICAN PRIZE - Stylized</p>
					<p>BANDITO BROTHERS - Stylized</p>
					<p>CLASSIC FRUIT - Stylized</p>
					<p>HI-WAY 50's - Stylized</p>
					<p>HI-WAY 50's OVERHAULED – Stylized & Logo</p> 

					<p>COCKTAIL COVE – Stylized & Logo</p> 
					<p>STARBURST - Stylized</p>
					<p>SPACE STATION 7 - Stylized</p>
					<p>PIRATE'S PRIZE - Stylized</p>
					<p>KICKERS - Stylized</p>
					<p>ICY-HOT - Stylized</p>
					<p>AMIGOS LOCOS - Stylized</p>
					<p>GRAVEYARD GOLD - Stylized</p>
					<p>LUCKY FRUIT - Stylized</p>
					<p>LIVING LARGE - Stylized</p>
					<p>JACKS OR BETTER – Stylized & Logo</p> 
					<p>DEUCES WILD – Stylized & Logo</p> 
					<p>SHAMROCK SHILLINGS – Stylized & Logo</p> 

					<p>SPINNER ACES – Stylized & Logo</p> 
					<p>5 CARD STUD – Stylized & Logo</p> 
					<p>BOUNCY BALL KENO – Stylized & Logo</p> 
					<p>PATRIOT 7's – Stylized & Logo</p> 
					<p>MEGA-PICK 6 LOTTO – Stylized & Logo</p> 
					<p>BIG BONIUS BINGO – Stylized & Logo</p> 
					<p>SUPER 90 BINGO – Stylized & Logo</p> 
					<p>SUPPER KEENO BINGO – Stylized & Logo</p> 

					CLASSIC FRUIT – Stylized & Logo 
					SUPER 7's – Stylized & Logo 
					BLACK JACK – Stylized & Logo 
					HI-LO STUD – Stylized & Logo 
					CHERRY LINER – Stylized & Logo 
					NUDGE BUGS – Stylized
					STAR STUDD 77 – Stylized
					FARM'EM - Stylized
					HOOK'EM - Stylized
					PIRATE FLIP - Stylized
					GOLF FILP - Stylized
					DIXIE DAWGS - Stylized
					BUCKEYE BUMP – Stylized
					SUPER SLIDE EDITION - Stylized
					SWEET FUN EDITION - Stylized
					ROAD TRIP EDITION - Stylized
					ALABAMA GOLD - Stylized
					ISLAND FRUIT - Stylized
					TIC TAC PRO II - Stylized
					OHIO GOLD - Stylized
					CAROLINA COWBOY - Stylized

				TITANIUM BARS - Stylized
				PIC-TAC-TOE – Stylized
				\$10 FRUIT - Stylized
				TENNESSEE TAP-IT! - Stylized
				TIC TAC TRIO - Stylized
				TIC TAC DOUGH - Stylized
				TIC-TAC GOLD - Stylized
				TOWN HOUSE - Stylized
				FLIP, SPIN & WIN - Stylized
				FLIP, SPIN & WIN TROPICAL EDITION - Stylized
				LOTZ-O-STARZ - Stylized
				FROOTY 7'S - Stylized
				GOLF FRENZY - Stylized
				BARBELLS - Stylized
				GAS PAIN - Stylized
				MOXIE MANIA EMPIRE EDITION - Stylized
				NO MACKE - Stylized
				19 th HOLE - Stylized
				PLOT THE SPOT - Stylized
				TOP TEN FEVER – Stylized
				POOL SHARK - Stylized
				SKILL FRUIT BAY STATE EDITION - Stylized
				SKILL FRUIT CORN HUSKERS - Stylized
				SKINO - Stylized
				NUGGETS-O-GOLD - Stylized
				TIC-TAC FRUIT SKY HIGH EDITION - Stylized
				TIC-TAC FRUIT BURNING SANDS EDITION - Stylized
				TIC-TAC FRUIT BUCKEYE STATE EDITION- Stylized
				TIC-TAC FRUIT FARM FUNNIES EDITION - Stylized
				TIC-TAC FRUIT SPACED OUT EDITION - Stylized
				TIC-TAC FRUIT WESTWARD HO! EDITION - Stylized