

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434953

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| John G. Lovell | | 03/29/2006 | INDIVIDUAL: |
| RECEIVING PARTY DATA | | | |
| Name: | Arrow International, Inc. | | |
| Street Address: | 9900 Clinton Rd | | |
| City: | Cleveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44144 | | |
| Entity Type: | Corporation: OHIO | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1391704 | BONUS LINE | |
| Registration Number: | 1463719 | DOUBLE ACTION BINGO | |
| Registration Number: | 1463717 | TRIANGLE BINGO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8655840104 | | |
| <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: | 865-584-0105 | | |
| Email: | docketing@pittslake.com | | |
| Correspondent Name: | Robert E. Pitts | | |
| Address Line 1: | PO Box 51295 | | |
| Address Line 4: | Knoxville, TENNESSEE 37950-1295 | | |
| NAME OF SUBMITTER: | Robert E. Pitts | | |
| SIGNATURE: | /Robert E. Pitts/ | | |
| DATE SIGNED: | 07/13/2017 | | |
| Total Attachments: 4 | | | |
| source=00431231#page1.tif | | | |
| source=00431231#page2.tif | | | |
| source=00431231#page3.tif | | | |
| source=00431231#page4.tif | | | |

OP \$90.00 1391704

AGREEMENT

This Agreement (the "Agreement") is effective as of June 29, 2006 (the "Effective Date"), between and among ARROW INTERNATIONAL, INC., an Ohio corporation, dba "Trade Products", and its affiliates and subsidiaries (collectively, "TPI"), and JOHN LOVELL, SR. ("Lovell"), an individual residing at _____ dba "BONUS GAMES" (collectively, Lovell and any former entity owned or controlled by Lovell are the "BGI Parties").

WHEREAS, Pursuant to the terms set forth below, the BGI Parties desire to grant to TPI certain rights to intellectual property owned by the BGI Parties.

NOW, THEREFORE, the parties agree as follows:

1. Grant. Subject to the terms and conditions of this Agreement, the BGI Parties hereby assign, transfer, sell and convey all of their respective ownership rights in, and to, the trademarks, copyrights and patents (and all applications therefor and any trademarks, copyrights or patents issuing therefrom) and other intellectual property listed on Exhibit A attached hereto (including know-how related thereto; collectively, the "Intellectual Property") to TPI.
2. Fee. As consideration for this Agreement TPI shall pay to the BGI Parties the following:
 - (a) Ten Thousand Dollars (\$10,000.00) (U.S.), payable immediately upon execution of this Agreement by both parties;
 - (b) For a period of twenty-four (24) months (the "Installment Term") commencing as of the first day of the calendar month immediately succeeding the Effective Date (unless the Effective Date is also the first day of a calendar month, in which case the payment under this Section 2(b) shall commence as of the Effective Date) and continuing for each month of the Installment Term, the amount of Two Thousand Five Hundred Dollars (\$2,500.00) (U.S.). Each such installment payment shall be payable by the seventh (7th) day of the month to which such installment payment relates; and
 - (c) With respect to U.S. Patent No. 5,607,145 (the "Books of Choice Patent") included among the Intellectual Property, a royalty equal to Twenty Cents (\$.20) (U.S.) per set of nine thousand (9,000) faces of bingo paper utilizing the Books of Choice Patent sold by TPI during the Royalty Term. "Royalty Term" shall mean the period commencing as of the third (3rd) anniversary of the Effective Date and continuing until the fifth (5th) anniversary of the Effective Date. Any amounts due pursuant to this Section 2(c) shall be payable quarterly, within thirty (30) days after the end of the applicable calendar quarter. TPI will provide the BGI Parties with a report with each such payment substantiating the calculation thereof.
3. Reversion of Title to Intellectual Property; Termination. If TPI fails to pay the BGI Parties all amounts due and owing pursuant to Section 2 above (other than because of a breach of this Agreement by the BGI Parties), and the BGI Parties have provided TPI with written notice of such violation and TPI shall not have cured such violation within fifteen (15) days after receipt of such written notice, this Agreement shall automatically terminate at the end of such

15-day notice period and all of TPI's ownership rights in and to the Intellectual Property shall automatically revert to the BGI Parties pursuant hereto.

4. Defense/Prosecution of Infringement Claim. If any claim or problem arises with respect to the protection of any of the Intellectual Property, TPI shall have the sole right, but not the obligation, to take any action whatsoever with respect to such Intellectual Property (unless title to such Intellectual Property has reverted back to the BGI Parties pursuant to Section 3 above, in which case the BGI Parties shall have the sole right, but no obligation, with respect thereto), including deciding whether to defend or prosecute any infringement. Provided title to the Intellectual Property remains with TPI, none of the BGI Parties shall have any obligation or responsibility to take any action with respect to any Intellectual Property in the event of any claim or problem (including infringement), alleged or real, with respect thereto. However, the BGI Parties shall cooperate with TPI in any proceedings or litigation related to any Intellectual Property (provided the BGI Parties are reimbursed for their costs of cooperation). So long as title to the Intellectual Property remains with TPI, TPI shall have the right, but not the obligation, to pay any fees, costs and other expenses related to the Intellectual Property necessary to keep it in good standing and valid. The BGI Parties shall have no obligation to pay any fees, costs or expenses associated with the Intellectual Property.

5. TPI's Right to Sell-Off Inventory. Notwithstanding anything to the contrary in this Agreement, in the event this Agreement is terminated by the BGI Parties pursuant to Section 3 above, TPI shall nonetheless have a period of six (6) months (commencing with the effective date of termination) in which to sell-off (on a non-exclusive basis) products utilizing the Intellectual Property which are on hand or in process as of the effective date of termination.

6. BGI Parties' Representations. The BGI Parties represent and warrant to TPI that:

- (a) Any license arrangements or agreements with BK Entertainment, Inc., or any of its affiliates or subsidiaries relating to any of the Intellectual Property, have been terminated and there are no other licenses, contracts, agreements or arrangements of any type relating to any of the Intellectual Property; and
- (b) The BGI Parties have the right to enter into this Agreement and to grant to TPI the rights to the Intellectual Property provided herein.

7. Miscellaneous. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements or understandings relating thereto. This Agreement may be amended only by a written instrument signed by both parties. The terms of this Agreement may be waived only by a written instrument specifically referring to this Agreement, executed by the party waiving compliance. The failure of either party at any time or from time to time to require performance of any of the other party's obligations under this Agreement shall in no manner affect such party's right to enforce any provisions of this Agreement at a subsequent time; and the waiver by a party of any right arising out of any breach shall not be construed as a waiver of any right arising out of any subsequent breach. Any notice required to be given under the terms of this Agreement shall be in writing. Notices to TPI shall be sent to the attention of its "Legal Department". This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective permitted

successors and assigns. The BGI Parties shall not assign this Agreement without the written consent of TPI (but the BGI Parties shall be permitted to assign only their respective rights to payment under Sections 2(b) and 2(c) above). This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to the conflict of law principles thereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

ARROW INTERNATIONAL, INC.
(dba Trade Products)

By: [Signature]
Its: _____
himself and the BGI Parties

[Signature]
John F. Lovell, Sr., on behalf of
G. Inc.

{Exhibit A is attached hereto}

EXHIBIT A

Intellectual Property

"Bonus Line" trademarks and marks (and applications therefor)

Bonus Line Bingo Paper

Triangle Bingo

Double Action

Poker Flush Bingo (includes Jacks or Better)

Big Bong Bingo

U.S. Patent No. 5,607,145 ("Books of Choice") and related know-how, trademarks and copyrights (and applications therefor)