

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447781

<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>
Ace 5 Games LLC		10/18/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Derek Harper Content, Inc.		
<b>Doing Business As:</b>	Field Level Media Inc.		
<b>Street Address:</b>	10523 115th PI NE		
<b>City:</b>	Kirkland		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98033		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86630688	DAILY ACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4257536939		
<b>Email:</b>	derekharper@comcast.net		
<b>Correspondent Name:</b>	Derek Harper		
<b>Address Line 1:</b>	10523 115th PL NE		
<b>Address Line 4:</b>	Kirkland, WASHINGTON 98033		
<b>NAME OF SUBMITTER:</b>	Derek Harper		
<b>SIGNATURE:</b>	/DH/		
<b>DATE SIGNED:</b>	10/18/2017		
<b>Total Attachments: 2</b>			
source=ACE5-FLM-TrademarkAssignment-101817#page1.tif			
source=ACE5-FLM-TrademarkAssignment-101817#page2.tif			

OP \$40.00 86630688

## Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 18<sup>th</sup> day of October, 2017 (the "Effective Date") by and between ACE 5 Games LLC (the "Assignor"), a Delaware Limited Liability Company located at 16192 Coastal Highway, Lewes, DE, 19958 and Field Level Media Inc. (the "Assignee"), a Washington Corporation located at 10523 115<sup>th</sup> PL NE, Kirkland, Washington 98033.

1. **Mark.** The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all counties and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: Daily Ace

Application or Registration Number: 5020194

State of Registration: Delaware

Date of Application or Registration: August 16, 2016

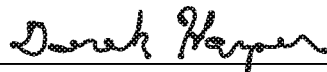
Description of Goods/Services: Entertainment services in the nature of fantasy sports leagues

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
3. **Consideration.** Assignee shall pay Assignor the sum of \$0.00 in consideration for the assignment of the Mark.
4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Mark and any and all related federal and state trademark registrations and/or registration application rights.
5. **Representations and Warranties.** Assignor represents and warrants to the Assignee that the Assignor is the legal and rightful owner of the Mark, has good and marketable title to and full legal right and authority to sell and transfer the same and that the Mark is free of all liens, claims, and encumbrances.

6. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
8. **Modification and waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.
9. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valued and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
10. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Washington for any legal action, suit or proceeding arising out of or in connection with this agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
11. **Successors and Assigns.** This Agreement with inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

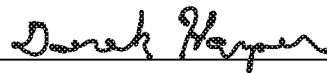
**ACE 5 Games LLC**

By: 

Name: Derek Harper

Title: CEO

**Field Level Media Inc.**

By: 

Name: Derek Harper

Title: CEO