

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIVERSAL GAMING GROUP, LLC		03/23/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	EUREKA ENTERTAINMENT, LLC		
Street Address:	240 W. LAURA DRIVE		
City:	ADDISON		
State/Country:	ILLINOIS		
Postal Code:	60101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4800265	YOU CAN'T WIN IT - IF YOU DON'T SPIN IT!	
Registration Number:	4800272	THE RIGHT OPERATOR IS EVERYTHING	
Registration Number:	4909462	COME ON TAKE A \$PIN!	
Registration Number:	4939525	CHOOSING THE RIGHT OPERATOR IS EVERYTHIN	
Registration Number:	5155887	YOU HAVE TO HIT IT TO WIN IT!	
Registration Number:	5261451	COME ON TAKE A \$PIN!	
Registration Number:	5261452	COME ON TAKE A SPIN!	
Serial Number:	86686507	IT'S OKAY TO BE A PLAYER	
Registration Number:	5425745	UNIVERSAL GAMING GROUP	
Registration Number:	5425746	UNIVERSAL GAMING GROUP GU	
CORRESPONDENCE DATA			
Fax Number:	6173424001		
<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:	6173424000		
Email:	bcorbin@foley.com		
Correspondent Name:	NICOLE GAGE		
Address Line 1:	FOLEY & LARDNER LLP		
Address Line 2:	3000 K STREET N.W., SUITE 600		

OP \$265.00 4800265

Address Line 4:	WASHINGTON, D.C. 20007
ATTORNEY DOCKET NUMBER:	118675-0101
NAME OF SUBMITTER:	BOBBIE-JEAN CORBIN
SIGNATURE:	/bobbie-jean corbin/
DATE SIGNED:	07/09/2018
Total Attachments: 5 source=118675-0101 2018-07-09 Assignment#page1.tif source=118675-0101 2018-07-09 Assignment#page2.tif source=118675-0101 2018-07-09 Assignment#page3.tif source=118675-0101 2018-07-09 Assignment#page4.tif source=118675-0101 2018-07-09 Assignment#page5.tif	

ASSIGNMENT OF U.S. TRADEMARKS

This Assignment of U.S. Trademarks (this “**Assignment**”), effective as of March 23, 2018 (the “**Effective Date**”), is made by Universal Gaming Group, LLC, an Illinois limited liability company (“**Gaming**”), Universal Amusement Group, LLC, an Illinois limited liability company (“**Amusement**”, and together with Gaming, the “**Company**”), Monica Breslow and Robert Breslow (each, a “**Seller**” and collectively, the “**Sellers**”, and together with the Company, the “**Assignor**”), in favor of Eureka Entertainment, LLC, a Delaware limited liability company (the “**Assignee**”), the purchaser of certain assets of Assignor pursuant to that certain Asset Purchase Agreement by and among Assignor and Assignee, dated as of September 14, 2017 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Assignor agreed to transfer all of its rights, title and interest to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Definitions. Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Purchase Agreement.
2. Assignment and Acceptance. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the trademark registrations and applications set forth on Exhibit A hereto and all renewals thereof (the “**U.S. Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the U.S. Trademarks.
3. Recordation and Further Actions. Assignor hereby authorizes the officials of the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee’s reasonable request and at Assignee’s sole cost and expense, Assignor shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the U.S. Trademarks to Assignee, or any assignee or successor thereto.
4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the U.S. Trademarks are incorporated herein by this reference and the parties hereto acknowledge and agree that such representations, warranties, covenants, agreements and indemnities shall not be superseded hereby, but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between

the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Binding Effect; Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware. All actions brought to interpret or enforce this Assignment shall be brought exclusively in the state and federal courts located in the State of Delaware, and the parties hereto agree not to assert any defenses for lack of personal jurisdiction, inappropriate venue or forum non conveniens. Each party agrees to accept service of process by mail served either on Assignee or Assignor.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Assignment delivered by facsimile, email, portable document format (PDF) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

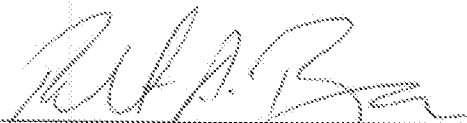
ASSIGNOR:

UNIVERSAL GAMING GROUP, LLC



By: Monica J. Breslow
Its: Chief Executive Officer

UNIVERSAL AMUSEMENT GROUP, LLC



By: Robert A. Breslow
Its: Chief Executive Officer



MONICA J. BRESLOW



ROBERT A. BRESLOW

ASSIGNEE:

EUREKA ENTERTAINMENT, LLC

Russell Poore

By: Russell Poore

Its: Chief Executive Officer

EXHIBIT A

Trademarks Registered with the United States Patent and Trademark Office

Mark	Reg. No. / (Serial No.)	Reg. Date / (Filing Date)
YOU CAN'T WIN IT – IF YOU DON'T SPIN IT!	4800265	August 25, 2015
THE RIGHT OPERATOR IS EVERYTHING	4800272	August 25, 2015
COME ON TAKE A \$PIN!	4909462	March 1, 2016
CHOOSING THE RIGHT OPERATOR IS EVERYTHING	4939525	April 19, 2016
YOU HAVE TO HIT IT TO WIN IT!	5155887	March 7, 2017
COME ON TAKE A \$PIN! and Design	5261451	August 8, 2017
COME ON TAKE A SPIN!	5261452	August 8, 2017
IT'S OKAY TO BE A PLAYER and Design	(86686507)	(July 8, 2015)
UNIVERSAL GAMING GROUP	5425745	March 20, 2018
U G UNIVERSAL GAMING GROUP GU and Design (UGG globe logo)	5425746	March 20, 2018