

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gamesys Limited		08/12/2018	private limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Gamesys Social Games Limited		
Street Address:	4th Floor, 10 Piccadilly		
City:	London		
State/Country:	D.C.		
Postal Code:	W1J0DD		
Entity Type:	private limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4409951	BINGO LANE	
CORRESPONDENCE DATA			
Fax Number:	2026375619		
<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:	2026375600		
Email:	DCPTOTrademarkMail@hoganlovells.com		
Correspondent Name:	Anna Kurian Shaw, Hogan Lovells US LLP		
Address Line 1:	555 13th St. NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	142616.000022		
DOMESTIC REPRESENTATIVE			
Name:	Anna Kurian Shaw, Hogan Lovells US LLP		
Address Line 1:	555 13th St. NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Julia Anne Matheson		
SIGNATURE:	/Julia Anne Matheson/		
DATE SIGNED:	08/24/2018		

CH \$40.00 4409951

Total Attachments: 18

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DATE: 12 AUGUST 2018

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Between

GAMESYS LIMITED

and

GAMESYS SOCIAL GAMES LIMITED

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

This deed is dated: 12 AUGUST 2018

August 2018

BETWEEN:

- (1) **GAMESYS LIMITED**, a company incorporated in England and Wales (registered number 04042931) whose registered office is at 4th Floor, 10 Piccadilly, London, W1J 0DD (“the Assignor”); and
- (2) **GAMESYS SOCIAL GAMES LIMITED**, a company incorporated in England and Wales (registered number 11199607) whose registered office is at 4th Floor, 10 Piccadilly, London, W1J 0DD (the “Assignee”).

BACKGROUND:

- (A) The Assignor has agreed to sell and transfer, and the Assignee has agreed to buy, the Business as a going concern on the terms set out in the Asset and Business Sale Agreement.
- (B) Accordingly, the Assignor and the Assignee have agreed to enter into this deed to formally assign the Assigned IP from the Assignor to the Assignee.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this deed.

“**Applications**” means applications (whether accessed via a mobile device or via a Third Party Platform) which enable consumers to access social gaming services remotely, and “**Application**” shall mean any one of them;

“**Asset and Business Sale Agreement**” means the agreement for the sale of the Assignor’s Business to the Assignee on terms agreed between the parties;

“**Assigned IP**” means all Intellectual Property Rights owned by the Assignor prior to the date of this deed vesting in and relating to the intellectual property assets listed in Schedule 1 to this deed but expressly excluding any of the assets listed in Schedule 2 to this deed;

“**BL Brand**” means the BL Registrable IP, any registered or unregistered rights in the trade mark BINGO LANE and all affiliated goodwill in the same;

“**BL Games**” means the online social free-to-play or virtual currency slots games which are made available on the BL Branded Apps;

“**BP Registrable IP**” means the Intellectual Property Rights identified in part (A) of Schedule 1 of this deed;

“**BL Branded Apps**” means Applications branded with BINGO LANE and powered by the BL Social Platform and which offer BL Games and related social gaming services to customers;

“**BL Business**” means the business comprised of the activities of making available and operating the BL Branded Apps on a B2C basis carried on by the Assignor immediately prior to the date of this deed;

“**Branded Graphical Assets**” means any and all rights or assets to be licensed to the Assignee or Bagelcode Co. Ltd under the JPJ Brand Licence Agreement and all graphics relating to the

JPJ Brand, Jackpotjoy brand, Star Spins Brand or Star Spins brand which, for the avoidance of doubt, may or may not feature the Jackpotjoy or Star Spins trade marks including, but not limited to, the assets which appear at Schedule 4;

“**Business**” means the social gaming business carried on by the Assignor at the Effective Time, comprising of the BL Business and the JPJ and SS Business;

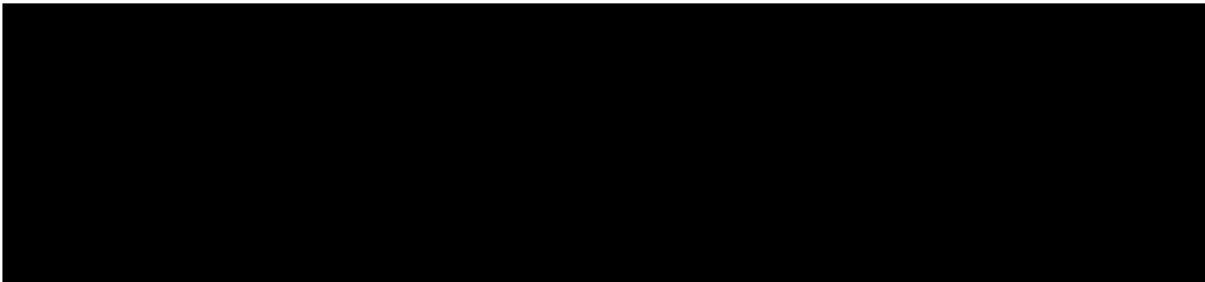
“**Effective Time**” means 5.30 p.m. UK time on the date of the Asset and Business Sale Agreement;

“**Gamesys Brand**” means any registered or unregistered rights in the trade mark GAMESYS and the ‘G’ logo trade mark (including, but not limited to, EU Registered Trade Mark No. 011729068), or anything confusingly similar thereto (other than the BL Brand), including all affiliated goodwill in the same and any domain names containing the name ‘gamesys’;

“**Games Licence Agreement**” means a games licence to be entered into between the Assignor and the Assignee on or around the date of this deed;

“**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Patent Licence**” means the standalone agreement in a format agreed between the Assignee and the Assignor which will be entered into on Completion, which acts to provide the Assignee with a non-exclusive licence over certain listed patents pursuant to the Asset and Business Sale Agreement;



“**Third Party Graphics**” means all Intellectual Property Rights in any graphical assets owned by any third party platform or operating system provider or social media operator, including, but not limited to, Google, Facebook and Apple;

“**User Interface Agreement**” means the agreement to be entered into between the Assignee and the Assignor which will be entered into on or around the date of this deed, which acts to provide the Licensee with a non-exclusive licence over certain user interface elements of the BL Branded Apps;

- 1.2 Any words following the terms “including”, “include” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. ASSIGNMENT

- 2.1 The Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned IP, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned IP whether occurring before, on, or after the date of this deed.
- 2.2 The Assignee shall bear the cost of the Assignor’s application to the relevant intellectual property offices in order to transfer the ownership of the registered Assigned IP listed in Schedule 1 (but excluding the assets in Schedule 2) pursuant to the terms of this deed.

3.

3.1




4. MORAL RIGHTS

- 4.1 The Assignor hereby waives all moral rights which subsist in respect of the subject matter of this deed under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, as far as is legally possible, any broadly equivalent rights in any territory anywhere in the world.

5. LIMITATION ON LIABILITY

- 5.1
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6. FURTHER ASSURANCE

- 6.1 The Assignor agrees at the request and cost of the Assignee that it will at all times after the date of this deed do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee under this deed.

7. WAIVER

- 7.1 No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

8. ENTIRE AGREEMENT AND VARIATION

- 8.1 This deed, together with the Asset and Business Sale Agreement, constitutes the entire agreement between the parties relating to the subject matter of this deed and supersedes and extinguishes any prior drafts, agreements, undertakings, and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the subject matter of this deed.
- 8.2 Each party agrees that it shall have no remedies in respect of any statement or representation, (whether made innocently or negligently) that is not set out in this deed. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this deed.
- 8.3 No variation of this deed shall be valid unless it is in writing and signed by or on behalf of each of the parties to this deed.

9. SEVERABILITY

- 9.1 If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall

be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this deed.

- 9.2 If any provision or part-provision of this deed is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with the laws of England and Wales.

- 10.2 In the event that any claim, dispute or matter arising under or in connection with this deed (including non-contractual disputes or claims), including its existence, validity, enforceability, termination or the legal relationships established by this deed, is not resolved within ninety (90) days of receipt of a dispute notice, such dispute shall be finally resolved by arbitration under the Rules of the London Court of International Arbitration. The applicable Rules shall be those in force as at the date of this Agreement, except for Article 9B which does not apply (specifically Articles 9.4 through 9.14). The number of arbitrators shall be three (3) and the seat of the arbitration will be London. The language to be used in the arbitral proceedings shall be English. The arbitral award shall be final and binding upon the parties.

11. COUNTERPARTS

- 11.1 This deed may be executed in any number of counterparts each of which when executed and delivered by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same deed.

12. THIRD PARTY RIGHTS

- 12.1 This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by)
GAMESYS LIMITED)
 on being signed by)
 ..MICHAEL MEE.....) Director
 in the presence of:)

Name of witness: ..VICTORIA COOMBS.....

Signature of witness: ~~..Victoria Coombs.....~~

Address: ..10 Piccadilly.....

..London, UK.....

Occupation: ..Solicitor.....

Executed as a deed by)
GAMESYS SOCIAL GAMES LIMITED)
 on being signed by)
 ..MICHAEL MEE.....) Director
 in the presence of:)

Name of witness: ..VICTORIA COOMBS.....

Signature of witness: ~~..Victoria Coombs.....~~

Address: 10 Piccadilly
London, UK

Occupation: Solicitor

SCHEDULE 1 - LIST OF ASSIGNED IP

The following is a list of intellectual property assets constituting the Assigned IP, as defined in this deed:










(A) REGISTERED ASSIGNED IP










i. Trade Marks






Trade mark	Status	Registration / Application No.	Jurisdiction	Renewal date
BINGO LANE	Registered	11251279	EU	09/10/2022
BINGO LANE	Registered	1165736	International (IR)	08/04/2023
BINGO LANE	Registered	1567953	International Registration designating Australia	08/04/2023
BINGO LANE	Registered	4409951	United States	01/10/2023
BINGO LANE	<i>Applied-for</i>	1621860-00	Canada	<i>N/A</i>

ii. Design Rights


Design	Jurisdiction	Status	Registration / Application No.	Class Indication	Expiry date
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	EU	Registered	002408914-0003	32	20/02/2019
	EU	Registered	002408914-0001	32	20/02/2019
	EU	Registered	002408914-0014	32	20/02/2019
	EU	Registered	002408914-0007	32	20/02/2019
	EU	Registered	002408914-0020	32	20/02/2019
	EU	Registered	002408914-0017	32	20/02/2019
	EU	Registered	002408914-0019	32	20/02/2019
	EU	Registered	002408914-0012	32	20/02/2019
	EU	Registered	002408914-0008	32	20/02/2019

	EU	Registered	002408914-0021	32	20/02/2019
	EU	Registered	002408914-0010	32	20/02/2019
	EU	Registered	002408914-0022	32	20/02/2019
	EU	Registered	002408914-0006	32	20/02/2019
	EU	Registered	002408914-0009	32	20/02/2019
	EU	Registered	002408914-0011	32	20/02/2019
	EU	Registered	002408914-0002	32	20/02/2019
	EU	Registered	002408914-0016	32	20/02/2019
	EU	Registered	002408914-0013	32	20/02/2019

	EU	Registered	002408914-0004	32	20/02/2019
	EU	Registered	002408914-0015	32	20/02/2019
	EU	Registered	002408914-0018	32	20/02/2019
	EU	Registered	002408914-0005	32	20/02/2019
	EU	Registered	002408914-0023	32	20/02/2019

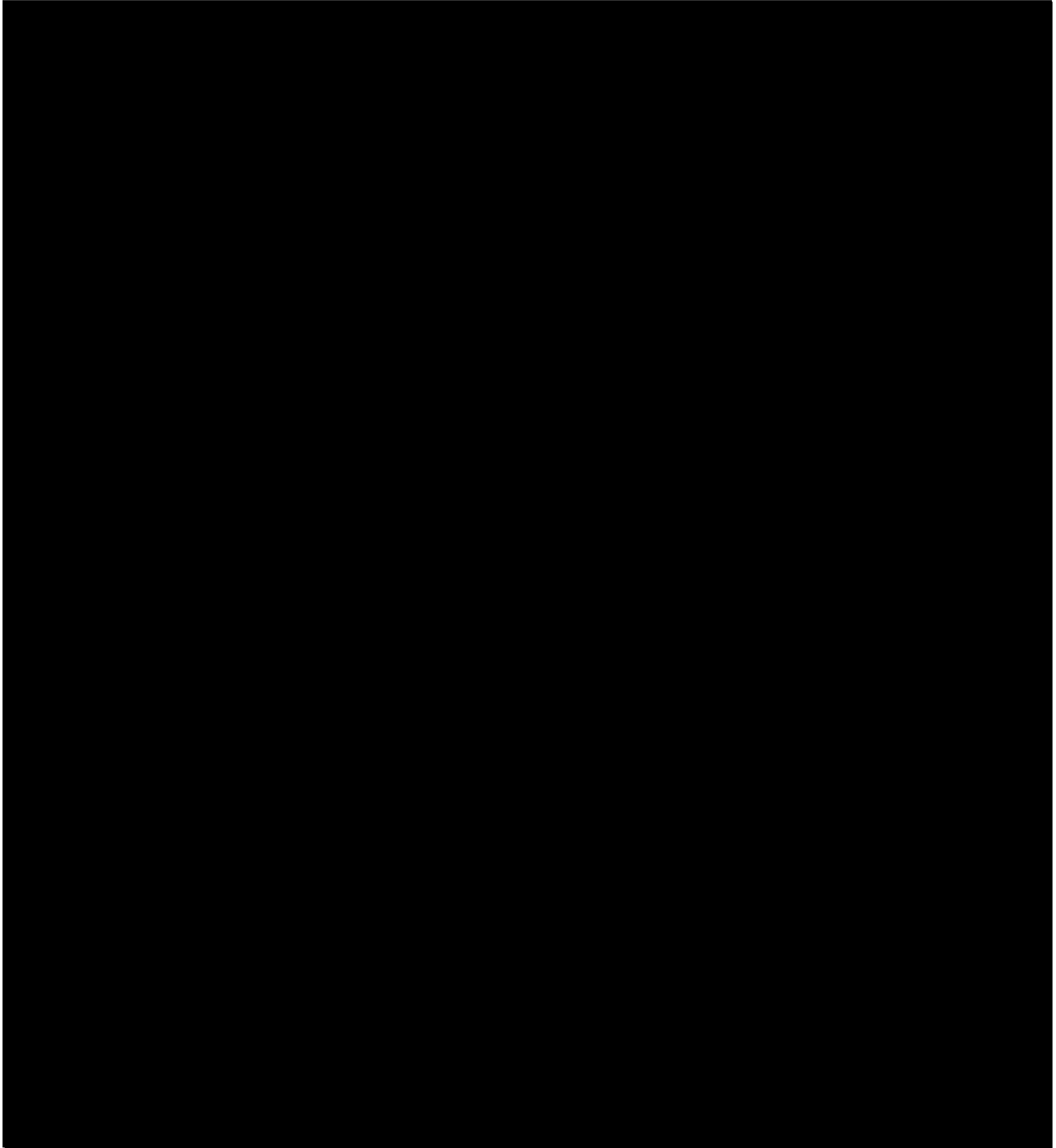
iii. US Design Patent Rights

	US	Registered	D768194	32	04/10/2030
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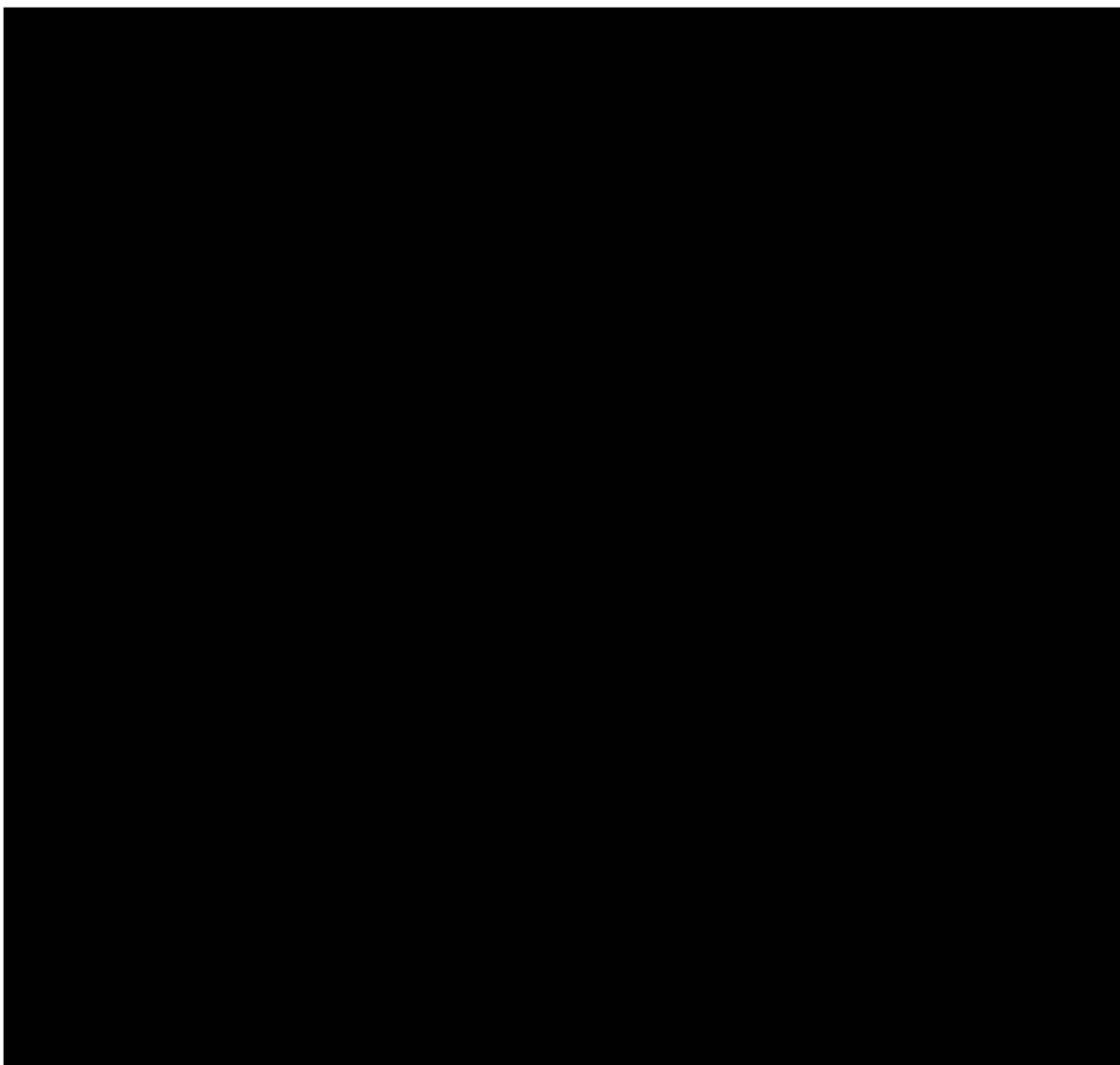
iv. Domain Names

Domain name	Expiration date
Bingolane.bingo	12/05/2019
Bingolane.ca	01/09/2018
Bingolane.casino	26/05/2019

Bingolane.cn	02/09/2018
Bingolane.com	18/09/2018
Bingolane.com.au	01/09/2019
Bingolane.download	04/08/2019
Bingolane.es	01/09/2019
Bingolane.eu	01/09/2018
Bingolane.game	10/05/2019
Bingolane.games	12/09/2018
Bingolane.info	01/09/2018
Bingolane.me	01/09/2019
Bingolane.mobi	01/09/2018
Bingolane.net	17/10/2018
Bingolane.nl	01/06/2019
Bingolane.online	19/08/2019
Bingolane.org	01/09/2018
Bingolane.pt	30/07/2019
Bingolane.sc	01/09/2018
Bingolane.tech	29/07/2019
Bingolane.tv	01/09/2018
Bingolane.us	31/08/2018
Bingolane.win	02/08/2019



SCHEDULE 2 – EXCLUDED ASSETS
REDACTED





SCHEDULE 3 – JPJ BRAND LICENCE AGREEMENT

REDACTED

**SCHEDULE 4 -- BRANDED GRAPHICAL ASSETS
REDACTED**

