

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rational Instruction Services Limited		09/18/2018	Limited Company: ISLE OF MAN
RECEIVING PARTY DATA			
Name:	Rational Intellectual Holdings Limited		
Street Address:	Douglas Bay Complex		
Internal Address:	King Edwards Road		
City:	Onchan		
State/Country:	NEW YORK		
Postal Code:	IM3 1DZ		
Entity Type:	Limited Company: ISLE OF MAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3578779	INTELLIPOKER	
CORRESPONDENCE DATA			
Fax Number:	2124843990		
<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:	212.484.3900		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Michelle Mancino Marsh, Esq.		
Address Line 1:	Arent Fox LLP		
Address Line 2:	1301 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	037611.00011		
DOMESTIC REPRESENTATIVE			
Name:	Michelle Mancino Marsh, Esq.		
Address Line 1:	Arent Fox LLP		
Address Line 2:	1301 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Michelle Mancino Marsh, Esq.		

OP \$40.00 3578779

SIGNATURE:	/MMM/
DATE SIGNED:	09/26/2018
Total Attachments: 4 source=Rational Instruction to Rational Intellectual Holdings#page1.tif source=Rational Instruction to Rational Intellectual Holdings#page2.tif source=Rational Instruction to Rational Intellectual Holdings#page3.tif source=Rational Instruction to Rational Intellectual Holdings#page4.tif	

TRADE MARK ASSIGNMENT

This Assignment is made on 6 June 2018 (“the Effective Date”)

BETWEEN:

- 1) **Rational Instruction Services Limited**, a company incorporated and existing under the laws of the Isle of Man with company number 006479V whose registered office is at Douglas Bay Complex, King Edward Road, Onchan, Isle of Man, IM3 1DZ (the “Assignor”); and
- 2) **Rational Intellectual Holdings Limited**, a company incorporated and existing under the laws of the Isle of Man with company number 006470V whose registered office is at Douglas Bay Complex, King Edward Road, Onchan, Isle of Man, IM3 1DZ (the “Assignee”).

BACKGROUND

On 10th April 2013 Assignor and Assignee executed an assignment of intellectual property rights (the “2013 Assignment”) which assigned all intellectual property rights except for specified trade marks, namely trade marks registered in Europe and Germany for the mark INTELLIPOKER, which were assigned on under separate trade mark assignments (the “2013 Trade Mark Assignments”) on the same day for administrative purposes of updating formal trade mark registry records.

At the time of executing the 2013 Assignment and the 2013 Trade Mark Assignments, Assignor was the owner of the Trade Marks (as defined below). Due to administrative oversight, the Assignor and Assignee did not carve out of the 2013 Assignment and execute a separate trade mark assignment for the Trade Marks.

In order to meet the assignment requirements of the United States Patent and Trademark Office (“USPTO”) for updating the register of trade marks to list the Assignee as the owner of the Trade Marks, Assignor and Assignee have agreed to execute this Trade Mark Assignment and demonstrate that the Trade Marks are owned by Assignee.

IT IS HEREBY AGREED AS FOLLOWS:

1. TRADE MARKS

“Trade Marks” means the United States trademark registration listed in the Schedule to this Assignment.

2. ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely, and the Assignee hereby accepts, all its right, title and interest in and to the Trade Marks together with all rights, powers, privileges and immunities arising thereunder or conferred thereby, including without limitation:

- a) the absolute entitlement to any registrations that may be granted pursuant to any of the applications comprised in the Trade Marks and all rights of priority relating to the Trade Marks and any registrations that may be granted thereon;

- b) any goodwill in the business of the Assignor attaching to the Trade Marks and relating to the goods and/or services in respect of which the Trade Marks are registered or used; and
- c) the right to bring, make, oppose, defend or 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 (including without limitation passing off, unfair competition or any similar or equivalent right in any jurisdiction) arising from ownership, of any of the Trade Marks in any jurisdiction whether occurring before, on, or after the Effective Date.

3. FUTHER ASSURANCE

The Assignor agrees to do and/or procure the doing of all things and to sign and execute and/or procure the signing and execution of all such documents and deeds as may be required in order to perfect and protect or enforce any of the Trade Marks assigned to the Assignee or otherwise to give full effect to this Assignment.

4. WARRANTY

Each party warrants that it has full capacity and authority to enter into and perform this Assignment, and that those signing this Assignment are duly authorised to bind the party for whom they sign.

5. SEVERABILITY

Each provision contained in each clause and sub-clause of this Assignment is enforceable independently of each of the others and a provision's validity will not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted or modified, the provision in question shall apply with such modification as may be necessary to make it valid.

6. GOVERNING LAW AND JURISDICTION


6.1 This Assignment 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 the Isle of Man.

6.2 The Assignor irrevocably agrees that, subject as provided below, the courts of the Isle of Man shall have exclusive jurisdiction in relation to any matter concerning this Assignment. The Assignee may take proceedings against the Assignor in any other court of competent jurisdiction, and the taking by the Assignee of proceedings in any one or more jurisdiction(s) shall not preclude the taking of proceedings by the Assignee in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

7. COUNTERPARTS

This Assignment may be executed in any number of counterparts, all of which taken together will constitute one and the same Assignment, and any party may enter into this Assignment by executing a counterpart.

For and on behalf of the Assignor:


Signed: 

Name: Guy Templer

Title: Director

Date: ..18/09/18.....

For and on behalf of the Assignee:

Signed: 

Name: Guy Templer

Title: Director

Date: ..18/09/18.....

SCHEDULE

Mark	Type	Class	Application Number	Application Date	Registration Number	Registration Date	Status
INTELLIPOKER	Word	41	77362622	2 January 2008	3578779	24 February 2009	Registered