

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Desert Rock Enterprises II, LLC		08/01/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	3 Corners LLC		
Street Address:	One Fremont Street		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89101		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4393403	KEEP AMERICA ROLLING	
Registration Number:	5504324	THE ONE CARD YOU NEED IN VEGAS	
Registration Number:	5664647	DANCING DEALERS	
Registration Number:	5770133	THE ONE: YOUR EXPERIENCE CARD	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	248-433-7262		
Email:	DWTrademarks@dickinson-wright.com		
Correspondent Name:	John S. Artz		
Address Line 1:	350 S. Main Street		
Address Line 2:	Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	John S. Artz		
SIGNATURE:	/John S. Artz/		
DATE SIGNED:	08/14/2019		
Total Attachments: 5			
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OP \$115.00 4393403

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of August 1, 2019 is made by Desert Rock Enterprises II, LLC, a Nevada limited liability company (“**Assignor**”) and 3 Corners LLC, a Nevada limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee have common, direct or indirect ownership;

WHEREAS, Assignor has developed certain intellectual property for the benefit of Assignee;

WHEREAS, Assignor desires to convey, transfer and assign to Assignee, and Assignee desires to accept, all of Assignor’s right, title, and interest in and to the Assigned IP (as defined below);

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to better align the ownership of the Assigned IP (as defined below) with the primary beneficial user, the parties agree:

1. Assignment. 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 following intellectual property (the “**Assigned IP**”):

(a) the intellectual property and intellectual property rights set forth on Schedule 1 including: (i) patents and patent applications on Schedule 1 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”); (ii) the trademarks on Schedule 1 and all issuances, extensions, and renewals thereof (the “**Trademarks**”), with the goodwill of the business connected with using, and symbolized by, the Trademarks; (iii) the copyright and exclusive copyright licenses on Schedule 1 and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(b) all non-registered intellectual property relating to the Assigned IP scheduled on Schedule 1, with the goodwill of the business connected with using, and symbolized by, all such non-registered intellectual property to the extent applicable;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable regarding all of the foregoing; and

(d) any and all claims and causes of action, regarding any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office and, if applicable, the officials of corresponding entities or agencies in any jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor will take such steps and actions, and provide such 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

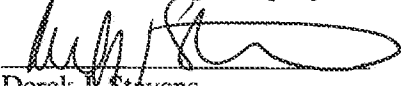
5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated will be governed by, and construed under, the laws of the United States and the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

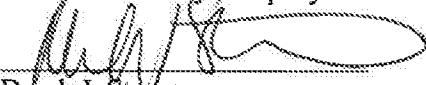
ASSIGNOR:

DESERT ROCK ENTERPRISES II, LLC,
a Nevada limited liability company

By: 
Name: Derek J. Stevens
Its: Manager

ASSIGNEE:

3 CORNERS LLC,
a Nevada limited liability company

By: 
Name: Derek J. Stevens
Its: Manager

SCHEDULE 1

ASSIGNED IP

COPYRIGHTS

1. None.

COPYRIGHT LICENSES

1. None.

PATENTS

1. None.

PATENT LICENSES

1. None.

TRADEMARKS

U.S. TRADEMARKS

Mark	Registration Number	Current Owner	Assignee
KEEP AMERICA ROLLING	4393403	Desert Rock Enterprises II, LLC	3 Corners LLC
THE ONE CARD YOU NEED IN VEGAS	5504324	Desert Rock Enterprises II, LLC	3 Corners LLC
DANCING DEALERS	5664647	Desert Rock Enterprises II, LLC	3 Corners LLC
THE ONE: YOUR EXPERIENCE CARD	5770133	Desert Rock Enterprises II, LLC	3 Corners LLC

NEVADA TRADEMARKS

Mark	Registration Number	Current Owner	Assignee
CLUB ONE	E0048632018-5	Desert Rock Enterprises II, LLC	3 Corners LLC

[Schedule 1 to Intellectual Property Assignment Agreement]

TRADEMARK LICENSES

1. None.

TRADE SECRET LICENSES

1. None.

[Schedule 1 to Intellectual Property Assignment Agreement]