

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536481

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:	DROCK Gaming LLC		
Street Address:	One Fremont Street		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89101		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4377179	D BAR	
Registration Number:	4378791	THE D SHOP	
Registration Number:	4508203	THE D	
Registration Number:	4508202	THE D HOTEL & CASINO	
Registration Number:	4511227	THE D LAS VEGAS	
Registration Number:	4597541	THE D LAS VEGAS	
Registration Number:	4617920	CLUB D	
Registration Number:	4808849	D SHOWROOM	
Registration Number:	4885789	KNOCKOUT NIGHT AT THE D	
Registration Number:	4329051	LONGBAR	
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		

OP \$265.00 4377179

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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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 DROCK Gaming, 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.

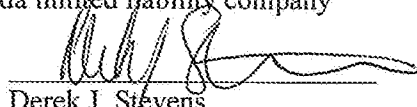
5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated will be governed by, and construed under, the laws of the United States 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:

DROCK GAMING LLC,
a Nevada limited liability company

By: **DESERT ROCK ENTERPRISES
II, LLC,**
a Nevada limited liability company, its
sole member

By: 
Name: Derek J. Stevens
Its: Manager

[Signature Page to Intellectual Property Assignment Agreement – Desert Rock Enterprises II,
LLC and DROCK Gaming LLC]

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
D BAR	4377179	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
THE D SHOP	4378791	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
THE D	4508203	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
THE D CASINO & HOTEL	4508202	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
 THE D LAS VEGAS LOGO	4511227	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
THE D LAS VEGAS	4597541	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC

[Schedule 1 to Intellectual Property Assignment Agreement]

CLUB D	4617920	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
D SHOWROOM	4808849	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
KNOCKOUT NIGHT AT THE D	4885789	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
LONGBAR	4329051	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC

NEVADA TRADEMARKS

Mark	Registration Number	Current Owner	Assignee
THE D	E0146912017-7	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
THE D LAS VEGAS	E0146882017-2	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
KNOCKOUT NIGHT	E0106692017-1	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
CLUB D	E0146842017-8	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
THE D LAS VEGAS	E0146852017-9	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC
THE D SHOP	E0146802017-4	Desert Rock Enterprises II, LLC	DROCK Gaming, LLC

TRADEMARK LICENSES

- None.

TRADE SECRET LICENSES

- None.

[Schedule 1 to Intellectual Property Assignment Agreement]