

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544465

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Athens Acquisition LLC		09/13/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jack Entertainment LLC		
<b>Street Address:</b>	580 Monroe Ave.		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48226		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5069165	GT CONNECT	
<b>Registration Number:</b>	5206623	VIRTUAL PLAYERS CARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7344184289		
<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>			
<b>Phone:</b>	734-418-4288		
<b>Email:</b>	trademark@honigman.com		
<b>Correspondent Name:</b>	Julie E. Reitz		
<b>Address Line 1:</b>	Honigman LLP		
<b>Address Line 2:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304-5151		
<b>ATTORNEY DOCKET NUMBER:</b>	233711-397119		
<b>NAME OF SUBMITTER:</b>	Amanda M Blackburn		
<b>SIGNATURE:</b>	/Amanda M Blackburn/		
<b>DATE SIGNED:</b>	10/09/2019		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated effective as of September 13<sup>th</sup>, 2019, is between ATHENS ACQUISITION LLC, a Delaware limited liability company ("Assignor"), and JACK ENTERTAINMENT LLC, a Delaware limited liability company ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

### RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement as of the effective date hereof (the "Agreement") whereby Assignor has agreed to sell the Assets (as defined in the Agreement) to Assignee and Assignee has agreed to acquire the Assets from Assignor;

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks and Patents of Assignor associated with the Assets as set forth below.

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, State trademark offices, other applicable governmental authorities and other registrars the transfer and assignment of the Marks (as defined in the Agreement) and Patents (as defined in the Agreement) by the Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Marks, together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in the attached Exhibit A, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Patents.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to any and all worldwide patent rights and rights of similar nature that are used in connection with the Patents, including those items set forth on the attached Exhibit B, along with its entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of said Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed

by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

3. **Rights.** The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Marks and Patents and all rights to sue for past, present or future infringement, misappropriation or other violation of the Marks and Patents, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks or Patents, or assist any third party in any of the foregoing.

4. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks and Patents assigned herein.

5. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Assignor agrees that this Assignment and any of its rights, interests or obligations hereunder shall not be assigned, directly or indirectly, including without limitation, by operation of law, without the prior written consent of Assignee. Assignee may freely assign this Assignment and any of its rights, interests or obligations hereunder to any direct or indirect parent, subsidiary, or affiliate, any entity that is approved by any Gaming Commission as its qualifier, or to any successor-in-interest in connection with any merger, reorganization, or sale of all or substantially all its assets or stock or equity interests.

6. **Conflict With Agreement.** This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Electronic Signatures.** A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

9. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

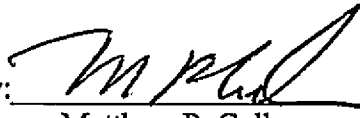
10. **Amendment.** This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.


**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT – GT  
CONNECT]**

IN WITNESS WHEREOF, each of the Parties has caused this Intellectual Property Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:  
ATHENS ACQUISITION LLC**

**ASSIGNEE:  
JACK ENTERTAINMENT LLC**

By:   
Name: Matthew P. Cullen.  
Title: President

By:   
Name: Glen Tomaszewski  
Title: Executive Vice President and Chief  
Financial Officer

**EXHIBIT A**

**Marks**

<b>Mark/Name</b>	<b>Jurisdiction</b>	<b>Registration Date</b>	<b>Registration Number</b>
GT CONNECT	US	October 25, 2016	5,069,165
VIRTUAL PLAYERS CARD	US	May 16, 2017	5,206,623

**EXHIBIT B  
PATENTS**

<b>Title</b>	<b>Country</b>	<b>Serial No.</b>	<b>App. Date</b>	<b>Pub. No.</b>	<b>Pub. Date</b>
Gaming Device, Electronic Device Interface Supported by a Gaming Device and Methodologies for Utilizing the Same	US	14/873,619	10/2/2015	10,037,652	7/31/2018
Gaming Device, Electronic Device Interface Supported by a Gaming Device And Methodologies for Utilizing the Same	US	14/873,662	10/2/2015	2016 0098892	4/7/2016
Slot Machine with Charging Ports for Mobile Phones	US	16/031,757	7/10/2018	N/A	N/A