

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544468

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

This Contribution Agreement (this "Agreement"), effective as of September 13th, 2019 ("Effective Date"), is entered into by and between Perfected Player Solutions LLC, a Delaware limited liability company ("Company"), and Jack Entertainment LLC, a Delaware limited liability company ("Jack Entertainment"), referred to herein collectively as the "Parties" and individually as a "Party".

WHEREAS, Jack Entertainment is the sole member of the Company.

WHEREAS, Jack Entertainment desires to contribute the Contributed Assets (as hereinafter defined) to the Company.

NOW, THEREFORE, in consideration of the mutual obligations and duties of the parties hereto and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Contribution of the Assets. For value received, as of the Effective Date, Jack Entertainment hereby contributes, assigns, sells, conveys, transfers and delivers to Company, its successors and assigns, and Company agrees to accept and assume from Jack Entertainment, all of its rights, title, and interest in (i) that certain platform commonly referred to as "GT Connect" and the intellectual property related including the patent applications as set forth on Exhibit A together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith and counterparts thereof and all international and other rights associated therewith; all trademarks, service marks, tradenames, brands, brand names and slogans including those set forth on Exhibit A and all issuances, extensions and renewals thereof, together with the goodwill connected with the use of, and symbolized by, the foregoing; all copyrights in any work subject to the copyright laws of the United States or any other country; all computer software, including source code, executable code, firmware, systems, tools, data, databases and other collections of data and all documentation relating thereto (collectively, "GT Connect Intellectual Property"); and (ii) all contracts, licenses and purchase orders related to GT Connect, including, without limitation, those set forth on Exhibit B hereto, and all obligations and liabilities arising thereunder (collectively, the "Contributed Assets"), upon and subject to the terms and conditions hereafter set forth, to have and to hold the Contributed Assets conveyed unto Company, its successors and assigns, forever.

2. Other Actions. Jack Entertainment and its successors and assigns hereby agree, at any time and from time to time after the date hereof, upon the written request of Company and without further consideration, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, conveyances, powers of attorney, and assurances as may be considered by Company or its successors and assigns to be necessary or proper for the better assigning, transferring and conveying to Company any and all of the Contributed Assets or collecting and reducing the same to possession.

3. Survival. All representations, warranties and covenants by Jack Entertainment contained in this Agreement will survive the execution and delivery of this Agreement and will be

binding upon, and fully enforceable against, Jack Entertainment and each of its successors and assigns.

4. Further Assurances. Each party will take all actions that may be reasonably requested by another party in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby.

5. Amendments. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

6. Waivers. The parties may waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.


7. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

(Signature page follows)

[SIGNATURE PAGE TO GT CONNECT CONTRIBUTION AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Contribution Agreement as of the date first above written.

JACK ENTERTAINMENT LLC

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

PERFECTED PLAYER SOLUTIONS LLC


By: 
Name: Mark Dunkeson
Title: Authorized Representative

Exhibit A

GT Connect Intellectual Property

1. Patents

Title	Country	Serial No.	App. Date	Pub. No.	Pub. Date
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

2. Marks

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