

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Linq3 Technologies, LLC		03/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LINQ3 Acquisition LLC		
Street Address:	250 Williams Street		
Internal Address:	Suite M-100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85961548	LINQ3	
Serial Number:	85961591	LINQ3	
Serial Number:	87945237	LOTTERY CARD	
Serial Number:	88235696	LOTTO.FUN	
Serial Number:	87945217	PLAY AT THE CHECKOUT	
Serial Number:	85721377	PLAY AT THE PUMP	
Serial Number:	85962725	PLAY AT THE PUMP	
Serial Number:	87953104	QUICKTICKET	
Serial Number:	87980795	LOTTERY CARD	
CORRESPONDENCE DATA			
Fax Number:	2149655988		
<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:	214-965-7293		
Email:	denis.shamo@bakermckenzie.com		
Correspondent Name:	Denis Shamo		
Address Line 1:	1900 North Pearl Street; Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		

CH \$240.00 85961548



ATTORNEY DOCKET NUMBER:	24201535-100001
NAME OF SUBMITTER:	Denis V. Shamo
SIGNATURE:	/Denis V. Shamo/
DATE SIGNED:	12/20/2019
Total Attachments: 4 source=Linq3 - Trademark Assignment#page1.tif source=Linq3 - Trademark Assignment#page2.tif source=Linq3 - Trademark Assignment#page3.tif source=Linq3 - Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is made by and between Linq3 Technologies, LLC, a Delaware limited liability company, having a place of business at 3060 Peachtree Road NW, Suite 1500, Atlanta, Georgia, 10017 (herein “**Assignor**”), and LINQ3 Acquisition LLC, a Florida limited liability company, having a place of business at 250 Williams Street, Suite M-100, Atlanta, Georgia, 30303 (herein “**Assignee**”).

Recitals

Whereas Assignor represents and warrants that it has good and valid title, in and to the trademarks, including any pending applications for registration therefor, identified below (the “**TRADEMARKS**”):

Jurisdiction	Trademark	App. No	App. Date	Reg. No	Reg. Date	Status
Australia	LINQ3	1584734	10/9/13	1584734	11/11/15	Registered
Canada	LINQ3	1647102	10/9/13	N/A	N/A	Pending
European Union	LINQ3	12208393	10/9/13	12208393	3/6/14	Registered
South Africa	LINQ3	201328065	10/9/13	201328065	9/28/15	Registered
South Africa	LINQ3	201328066	10/9/13	201328066	9/28/15	Registered
US	LINQ3	85961548	6/17/13	4748522	6/2/15	Registered
US		85961591	6/17/13	4841779	10/27/15	Registered
US	LOTTERY CARD	87945237	6/1/18	N/A	N/A	Pending
US	LOTTO.FUN	88235696	12/19/18	N/A	N/A	Pending
US	PLAY AT THE CHECKOUT	87945217	6/1/18	N/A	N/A	Pending
US	PLAY AT THE PUMP	85721377	9/5/12	4397978	9/3/13	Registered
US		85962725	6/18/13	4653744	12/9/14	Registered
US	QUICKTICKET	87953104	6/7/18	N/A	N/A	Pending

WHEREAS, LINQ3 Acquisition LLC desires to acquire all worldwide rights, title and interest, including all common law rights that may exist therein, in and to the TRADEMARKS and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith; and

WHEREAS, Assignor represents and warrants that it has the right to sell, assign, and transfer the TRADEMARKS to Assignee.

Assignment

NOW THEREFORE, BE IT KNOWN, that for good and valuable consideration related to that certain Asset Purchase Agreement dated as of the date hereof (the "**Asset Purchase Agreement**") entered into by and among Assignor and Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers, and conveys to Assignee, its successors and assigns, free and clear of all liens and encumbrances (other than Permitted Liens, as defined in the Asset Purchase Agreement), all of Assignor's rights, title and interest, including all common law rights that may exist therein and all corresponding rights that, now or hereafter, may be secured throughout the world, in and to the TRADEMARKS and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and/or symbolized thereby.

Assignor also hereby sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, the right to sue and recover damages and payments for any and all past, present, or future infringements or misappropriations of or other conflicts with the TRADEMARKS, if any, as such rights would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor covenants and agrees to, promptly at any time upon the request of the Assignee and its successors and assigns, at Assignee's cost and expense, provide such further information, execute such further assignments and documents, and do all lawful acts as reasonably necessary to secure Assignee's rights in the TRADEMARKS or any derivative marks therefrom.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall be controlling.

This Assignment may be executed in counterparts (including by electronic transmission, including in ".PDF"), each of which shall be an original and all of which taken together shall constitute one instrument.

[Remainder of page left intentionally blank. Signatures on following pages.]

IN WITNESS WHEREOF, the undersigned has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ASSIGNEE:

LINQ5 ACQUISITION, LLC

By: 

Name: Scott Meyerhoff

Title: CEO

Date: March 1, 2019

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006823 FRAME: 0448

IN WITNESS WHEREOF, the undersigned has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ASSIGNOR:

LINQ3 TECHNOLOGIES LLC

By: _____

Name: Thomas Spiegel

Title: Chief Executive Officer

Date: March 1, 2019

[Signature Page to Trademark Assignment]