

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590237

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900555810
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WPT Enterprises, Inc.		11/02/2009	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Peerless Media Ltd.
Street Address:	1920 Main Stre, Suite 1150
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Private Limited Company: GIBRALTAR

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2783420	WORLD POKER TOUR
Registration Number:	2783439	WORLD POKER TOUR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8057655413
Email: angie@angiesmall.org
Correspondent Name: Angela Booth, Attorney at Law
Address Line 1: 143 Figueroa Street, #14
Address Line 4: Ventura, CALIFORNIA 93001

NAME OF SUBMITTER:	Angela Small Booth, Attorney at Law
SIGNATURE:	/Angela Small Booth/
DATE SIGNED:	08/04/2020

Total Attachments: 11

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SHORT FORM TRADEMARK ASSIGNMENT

THIS SHORT FORM TRADEMARK ASSIGNMENT is subject to all the terms and conditions of that certain Asset Purchase Agreement, by and between Peerless Media Ltd., a Gibraltar private limited company ("Assignee"), and WPT Enterprises Inc., a Delaware corporation ("Assignor") dated as of August 24, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement"). In the event of a conflict between this Short Form Trademark Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, grants, transfers, and conveys to the Assignee all of the Assignor's right, title and interest of every kind and nature, throughout the universe, in perpetuity, in and to the trademarks owned by, registered to or assigned to Assignor (other than the Excluded Assets, as such term is defined in the Asset Purchase Agreement), including, without limitation, those trademarks set forth on Schedule A attached hereto and incorporated herein by this reference;

Assignor's foregoing assignment, grant, transfer, and conveyance of its rights to its trademarks shall include all registrations, applications for registrations and renewals and extensions thereof.

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IN WITNESS WHEREOF, Assignor has executed this Short Form Trademark Assignment as of November 2, 2009.


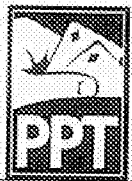
WPT ENTERPRISES, INC.,
a Delaware corporation



By: 



Name: Steven Lipscomb





Title: CEO

SCHEDULE A
TRADEMARKS

No.	Mark	Country	Registration Number	Date	Symbol
1.	BATTLE OF CHAMPIONS	U.S.	2,902,211	11/9/04	®
2.	Card Design 	Argentina	2075028	2/23/06	®
		Mexico	665,387	12/16/04	"Marca Registrada," "Marc. Reg." or "M.R."
		Peru	00073924	4/27/05	®
		Puerto Rico	62,325	3/7/05	®
		Brazil	326790127	9/9/08	®
		Chile	716,109	1/27/05	"Marca Registrada" or "M.R."
		Colombia	299,149	8/2/05	®
		Venezuela	S031388	6/19/06	®
3.	DOYLE BRUNSON NORTH AMERICAN POKER CHAMPIONSHIP	U.S.	3,213,935	2/27/07	®
4.	HOLLYWOOD HOME GAME	U.S.	3,159,890	10/17/06	®
5.	LADIES' NIGHT	U.S.	3,231,225	4/17/07	®
		U.S.	3,016,278	11/15/05	®
6.	LATIN AMERICAN POKER TOUR	Peru	00037259	2/11/05	®
7.	POKER DETENTE	European Commission	006337571	10/5/08	®
		European Commission	Same	10/5/08	®
8.	POKER WALK OF FAME	U.S.	3,006,589	10/11/05	®
9.	PPT	European Commission	004376422	5/24/06	®
		European Commission	Same	5/24/06	®
		European Commission	Same	5/24/06	®
		U.S.	3,188,006	12/19/06	®
10.a	PPT & Design 	U.S.	3,225,661	4/3/07	®
		U.S.	3,188,022	12/19/06	®
		Canada	710,373	3/27/08	®
11.	PROFESSIONAL POKER TOUR	U.S.	3,216,619	3/6/07	®

No.	Mark	Country	Registration Number	Date	Symbol
12.	PROFESSIONAL POKER TOUR PPT & Design 	U.S.	3,319,656	10/23/07	®
13.	WHRT	U.S.			SM - abandoned
14.	WORLD POKER TOUR	U.S.	3,047,106	1/17/06	®
		Canada	690,621	6/21/07	®
		European Commission	002996726	12/21/04	®
		U.S.	3,090,881	5/9/06	®
		U.S.	3,021,662	11/29/05	®
		European Commission	002996726	12/21/04	®
		European Commission	002996726	12/21/04	®
		U.S.	3,024,303	12/6/05	®
		Canada	690,621	5/5/06	®
		European Commission	002996726	7/26/05	®
		U.S.	3,146,321	9/19/06	®
		European Commission	3,767,019	7/26/05	®
		Argentina	2,518,812	2/2/06	®
		U.S.	Prime: 3,214,517 Supp. #1: 2,783,420 Supp. #1: 2,783,439	5/12/03 and 11/11/03; (Supplemental) and 3/6/07 (Principal)	®
		Australia	App #: 1234009	N/A	SM
		Brazil	App #: 826790135	N/A	SM
		Canada	690,621	6/21/07	®
		Chile (less descriptn)	721,503	3/29/05	"Marca Registrada" or "M.R."
		Colombia	295,779	3/31/05	®
		Costa Rica		N/A	SM
		European Commission	002996726	12/21/04	®
		Mexico	915694	1/16/06	SM
		Peru	0037126	1/27/05	®
		Puerto Rico	63,649	6/6/05	®
		Venezuela	S029789	12/19/05	SM
		India	Reg. No. 1276041	4/1/04	®
15.	WORLD POKER TOUR & Design (Dk. Bkgmd.) 	U.S.	3,068,901	3/14/06	®
		Canada	688,070	5/23/07	®
		European Commission	003027125	6/30/04	®
16.	WORLD POKER	U.S.	3,230,545	4/17/07	®

No.	Mark	Country	Registration Number	Date	Symbol
	TOUR & Design (Lt. Bkgrnd.) 	Canada	686,972	5/4/07	®
		European Commission	3766979	7/26/05	®
		U.S.	3,146,322	9/19/06	®
		Canada	686972	5/4/07	®
		European Commission (less lottery tickets)	3766961	7/26/05	®
		European Commission (Lottery tickets)	3766961	7/26/05	®
17.	WPT	U.S.	3,234,308	4/24/07	®
		U.S.	3,146,382	9/19/06	®
		U.S.	3,146,383	9/19/06	®
		U.S.	3,146,384	9/19/06	®
		Argentina	2064802	2/2/06	®
		Australia	1234010	11/17/08	®
		Brazil	826790119	3/11/08	®
		Chile	716,110	1/27/05	"Marca Registrada" or "M.R."
		Colombia	304909	9/26/05	®
		Costa Rica	154075	9/23/05	®
		Mexico	876930	4/21/04	®
		Peru	002996726	1/27/05	®
		Puerto Rico	61,837	3/23/05	®
Venezuela	5029788	12/19/05	®		
18.	WPT ACADEMY	European Commission	004,962,114	9/20/07	®
		European Commission	004,962,114	9/20/07	®
19.	WPT BOOT CAMP	U.S.	3,115,160	7/11/06	®
20.	WPT POKER CORNER	U.S.	3,197,314	1/9/07	®
		Canada	710,046	3/20/08	®
		European Commission	3846086	7/26/05	®
21.	WPT WORLD POKER TOUR & Design (Dk. Bkgrnd.) 	Canada	688,069	5/23/07	®
		European Commission	003119906	6/17/04	®
22.	WPT WORLD POKER TOUR & Design (Lt. Bkgrnd.)	U.S.	3,146,324	9/19/06	®
		Canada	686973	5/4/07	®
		European Commission	3767035	7/26/05	®
		U.S.	3,146,323	9/19/06	®
		Canada	686,973	5/4/07	®
		European	37670001	7/25/05	®

No.	Mark	Country	Registration Number	Date	Symbol
		Commission (less lottery tickets)			
		European Commission	37670001	7/25/05	®
		U.S.	2,934,677; 3,009,315	3/22/05 (Internet); and 10/25/05 (TV/Internet)	®
		Korea	131478	5/8/06	®
23.	WPT WORLD POKER TOUR & Design (Horiz) 	Australia	1234012	11/17/08	®
24.	WPTONLINE.COM	European Commission	004534327	7/31/06	®
		European Commission	004534921	7/31/06	®
		U.S.	3,252,428	7/31/06	®
		European Commission	004534921	6/12/07	®
25.	WPTONLINE.NET	European Commission	004534921	7/31/06	®
		U.S.	3,235,063	4/24/07	®
		European Commission	004534921	7/31/06	®
		European Commission	004534921	7/31/06	®
26.	WORLD POKER TOUR	China	App. No. 6117143	N/A	SM
27.	WPT	China	App. No. 6114243	N/A	SM
28.	WPT SPADE CARD Design (China) -- Horizontal 	China	App. No. 6319274	N/A	SM
29.	WPT SPADE CARD Design (China) -- Vertical 	China	App. No. 6319281	N/A	SM

WPT Enterprises, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

Peerless Media Ltd. (“Buyer”) and the Company entered into an asset purchase agreement, dated as of August 24, 2009, pursuant to which the Company will, subject to specified terms and conditions, including approval of the asset sale by the Company’s stockholders at the Special Meeting, sell substantially all of the Company’s operating assets other than cash, investments and certain other assets to Buyer. Buyer has agreed to pay the Company \$12.3 million for the Company’s operating assets less the amount of certain obligations of an affiliate of PartyGaming accruing or paid to the Company under the PartyGaming sponsorship agreement for Seasons Four, Five and Six of the World Poker Tour and Season One of the Professional Poker Tour from July 10, 2009 through the close of the asset sale. Buyer has also agreed to pay the Company 5% of future gross gaming revenues less certain taxes and 5% of other future gross revenues less certain taxes and costs earned with the purchased assets in perpetuity. Buyer has agreed that the future gaming and other revenue-based participation amount will be at least \$3 million over the three year period following the close of the asset purchase agreement, or otherwise Buyer will make up the shortfall to \$3 million at the end of the period. ElectraWorks Ltd. has guaranteed all of Buyer’s covenants, agreements and other obligations under the asset purchase agreement.

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Annex A

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of August 24, 2009, by and between Peerless Media Ltd., a Gibraltar private limited company (“**Buyer**”), and **WPT Enterprises Inc.**, a Delaware corporation (“**Seller**”).

A. Seller engages in the business of developing, producing, marketing and licensing televised programming based on poker themes, including through (i) providing multi-media entertainment services through the domestic and international licensing of television broadcasts, international television sponsorship, and casinos and card rooms that host televised events; (ii) offering branded consumer products, and corporate sponsorship and management of televised and live events; (iii) operating international and domestic subscription service and freeplay online gaming websites; and (iv) developing the Chinese national card game (known as Tuo La Ji or Traktor Poker) (the foregoing, excluding the business of Seller relating to the Excluded Assets, is referred to herein as the “**Business**”).

B. Seller desires to sell to Buyer, on the terms and conditions set forth herein, substantially all of the assets of Seller, other than the Excluded Assets (as defined below).

C. Buyer desires to purchase substantially all of the assets of Seller, other than the Excluded Assets, and is prepared to assume the liabilities and obligations of Seller as set out in this Agreement, other than the Excluded Liabilities (as defined below), on the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual agreements, representations, warranties and covenants set forth below, and intending to be legally bound, Buyer and Seller agree as follows:

1. **DEFINITIONS; INTERPRETATION.**

1.1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings:

1.1.1. “**Acceptable Confidentiality Agreement**” has the meaning set forth in Section 6.2.2.

1.1.2. “**Accounts Payable**” means all amounts owing by a Person for goods received by or services rendered to such Person.

1.1.3. “**Accounts Receivable**” means all rights of a Person to payment for goods sold or leases or for services rendered.

1.1.4. “**Acquisition**” has the meaning set forth in Section 6.1.4.

1.1.5. “**Acquisition Notice**” has the meaning set forth in Section 7.12.2.1.

1.1.6. “**Acquisition Proposal**” has the meaning set forth in Section 6.2.2.

TRADEMARK
REEL: 007009 FRAME: 0213

- 1.1.99. “**Termination Fee**” has the meaning set forth in Section 10.2.1.
- 1.1.100. “**Trademarks**” has the meaning set forth in Section 2.1.1.1.
- 1.1.101. “**Transaction Documents**” means this Agreement and the other documents, agreements or instruments delivered in connection with the consummation of the transactions contemplated hereby.
- 1.1.102. “**Transferring Employees**” has the meaning set forth in Section 7.9.1.
- 1.1.103. “**Users**” has the meaning set forth in Section 2.1.1.4.
- 1.1.104. “**White Label Sites**” has the meaning set forth in Section 7.12.3.
- 1.1.105. “**WPT Celebrity Invitational**” means the invitation-only event traditionally held at the Commerce Casino in February/March with invitations extended to high profile Hollywood celebrities and top poker players as well as select VIPs.

1.2. INTERPRETATION. In this Agreement:

- 1.2.1. words in the singular include the plural and words in the plural include the singular;
- 1.2.2. unless otherwise indicated, references to sections, exhibits or schedules mean sections, exhibits or schedules of this Agreement;
- 1.2.3. the division of the provisions of this Agreement into Sections and sub-Sections, and the headings used in this Agreement, are for convenience of reference only, and shall not be construed as having any substantive significance or as indicating that all the provisions of this Agreement relating to any topic are to be found in any particular Section;
- 1.2.4. references to any act, regulation, code of practice or statutory order include any amendment, re-enactment or extension of that act, regulation, code of practice or statutory order and in the case of an act include any relevant regulation, code of practice or order made under it;
- 1.2.5. in the event of any conflict or inconsistency between any exhibit or schedule and the other terms and conditions of this Agreement, the provisions of the other terms and conditions of this Agreement shall prevail;
- 1.2.6. except as expressly otherwise provided in this Agreement, any reference to “writing” or “written” includes faxes and any legible reproduction of words delivered in permanent and tangible form, but does not include e-mail, SMS and similar means of communication; and
- 1.2.7. reference to the words “include” or “including” or similar words are to be construed without limitation to the generality of the preceding words.

2. SALE AND PURCHASE.

2.1. TRANSFER OF ASSETS AT THE CLOSING. Subject to the terms and conditions of this Agreement, at the Closing Seller shall sell, assign, grant, transfer, and deliver (or cause to be sold, assigned, granted, transferred and delivered) to Buyer and Buyer shall purchase and accept from Seller as of the Closing Date, free and clear of all Liens (other than Permitted Liens), all of Seller’s right, title and interest, including all intellectual property rights, in and to all of Seller’s properties and assets (other than the Excluded Assets) of every kind and nature, real, personal or mixed, tangible or intangible, wherever located (collectively, the “**Purchased Assets**”), including, without limitation:

- 2.1.1. All right, title and interest of Seller in, to and under:
 - 2.1.1.1. All trademarks, service marks, trade names, brand names, logos, slogans and trade references, in each case whether registered, under application or otherwise, owned by Seller, including,

without limitation, those listed on Schedule 2.1.1.1 attached hereto, together with (i) any licenses with respect thereto; (ii) the goodwill and the business appurtenant thereto; and (iii) to the extent in Seller's possession or control, any file histories, correspondence, application documents, search reports, documents concerning the prosecution history, enforcement or maintenance of rights, or restrictions on use, with respect to the trademarks, service marks, trade names, brand names, logos, slogans and trade references set forth in this Section, including, without limitation, any such documents with respect to applications or registrations abandoned on or before the Closing Date (collectively, the "**Trademarks**");

2.1.1.2. All graphics and graphic elements, art work, copy, design, look or appearance, flow charts and software, whether in written, physical, digitalized or visual form owned by Seller, including those described in Schedule 2.1.1.2 attached hereto, including any and all intellectual property and any other proprietary rights associated therewith existing at any time under any Laws, including, without limitation, any trademark, service mark, trade name, brand name and/or copyright rights relating thereto, all registration and pending applications to register such rights, together with all such rights inhering in or protecting names and marks derivative of or similar to the same and the right to register any of the foregoing anywhere in the world (collectively, the "**Designs**");

2.1.1.3. All domain names owned by Seller, including those listed in Schedule 2.1.1.3 attached hereto, including (i) all goodwill associated therewith and inhering therein, (ii) to the extent in Seller's possession or control, originals of all files, correspondence and other records relating to or reflecting Seller's registration of such domain names or any and all right and interest therein, (iii) any and all intellectual property and any other proprietary rights associated therewith existing at any time under any Laws, including, without limitation, any trademark, service mark, trade name, brand name and/or copyright rights relating thereto, all registration and pending applications to register such rights, together with all such rights inhering in or protecting names and marks derivative of or similar to the domain names and the right to register any of the foregoing anywhere in the world, and (iv) any and all rights of Seller pertaining to the domain names arising under its agreements with any and all domain name registrars (collectively, the "**Domain Names**");

2.1.1.4. All information owned by Seller, if any, collected about users of Seller's websites that are operated on any of the Domain Names since the commencement of business on such Domain Names ("**Users**"), including, without limitation, such users' identity and their betting history, and including all marketing data, plans and strategies, forecasts, customer and supplier lists and relations, operating procedures, pricing methods and future plans, including, all goodwill associated therewith and inhering therein (the "**Database**"), and including, to the extent in Seller's possession or control, originals of all files, information correspondence and other records relating to or reflecting the Database and any and all right and interest therein, any and all intellectual property and any other proprietary rights associated therewith existing at any time under any Laws, and any and all rights of Seller pertaining to the Database arising under its agreements with Users and any and all other third parties;

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2.1.1.5. All works of authorship or other intellectual property rights authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Seller or its employees or agents used by Seller in the conduct of the Business or developed by Seller for use in the Business, in any stage of development, including, without limitation, patents, patent applications, trademarks, service marks, copyrights, copyright registrations, trade names, inventions, ideas, designs, concepts, techniques, methods, processes, technology, formulae, trade secrets,

BUYER:

Peerless Media Ltd.,
a Gibraltar private limited company

By: /s/ Neil Cottar
Name: Neil Cottar
Title: Director

SELLER:

WPT Enterprises, Inc.,
a Delaware corporation

By: /s/ Steven Lipscomb
Name: Steven Lipscomb
Title: Founder, President & CEO

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APPENDIX A

Dispute Resolution

(a) **Arbitration as Exclusive Remedy.** Except for actions seeking injunctive relief, which may be brought before any court having jurisdiction, any claim arising out of or relating to (i) this Agreement or the other Transaction Documents, including their respective validity, interpretation, enforceability or breach, or (ii) the relationship between the parties (including its commencement and termination) whether based on breach of covenant, breach of an implied covenant or intentional infliction of emotional distress or other tort of contract theories, which are not settled by agreement between the parties, shall be settled by arbitration in Los Angeles, California before a single arbitrator in accordance with the Commercial Arbitration Rules of JAMS/Endispute (“JAMS”) then in effect. The parties hereby (i) consent to the in personam jurisdiction of the Superior Court of the State of California for purposes of confirming any such award and entering judgment thereon; and (ii) agree to use their best efforts to keep all matters relating to any arbitration hereunder confidential. In any arbitration proceedings hereunder, (a) all testimony of witnesses shall be taken under oath; (b) discovery will be allowed under the provisions of Section 1283.05 of the California Code of Civil Procedure, as presently in force, which are incorporated herein; and (c) upon conclusion of any arbitration, the arbitrators shall render findings of fact and conclusions of law in a written opinion setting forth the basis and reasons for any decision reached and deliver such documents to each party to this Agreement along with a signed copy of the award in accordance with Section 1283.6 of the California Code of Civil Procedure. Each party agrees that, except as otherwise set forth herein, the arbitration provisions of this Agreement are its exclusive remedy and expressly waives any right to seek redress in another forum. The fees of the neutral arbitrator shall be borne equally by each party during the arbitration, but the fees of the neutral arbitrator shall be borne by the losing party.

(b) **Exclusive Jurisdiction of California Courts.** With respect to matters not covered by arbitration, or for the purpose of confirming any arbitration award, each of the parties irrevocably submits to the exclusive jurisdiction of the state courts of the State of California located in Los Angeles, California, or the United States Federal District Court for California for the purposes of any suit, action or other proceeding arising out of this Agreement or the other Transaction Documents. Each of the parties agrees to commence any action, suit or proceeding relating hereto in such courts. Each of the parties further agrees that service of any process, summons, notice or document by U.S. registered mail to such party’s respective address set forth herein will be effective service of process for any action, suit or proceeding in the State of California with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in any such court and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

Law Offices of Angela Small Booth
AngieSmallBooth.com

9107 Wilshire Blvd., Suite 450
Beverly Hills, CA 90210
310-497-1351

143 Figueroa Street, Suite 14
Ventura, CA 93001
805-765-5413

August 4, 2020

Re: Document ID: 900555810 Access Code: 9RQW4CQV7Q6X00F

Dear Sir or Madam:

In response to the Notice of Non-Recordal received July 13, 2020, which asserted " the "assignment document submitted for recording is not acceptable [because the] statement for the Goodwill of the business was omitted ", Registrant hereby resubmits the Short-Form Assignment with a redacted version of the Long-Form Agreement, clearly stating, on pages A-5 and A-6 thereof that the assignment of the trademarks is with the goodwill associated therewith.

Sincerely,
s: /Angela Small Booth/

Angela Small Booth,
Attorney for Registrant