

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598262

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900561206

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LYCOS INC.		04/06/2020	Corporation: VIRGINIA

## RECEIVING PARTY DATA

<b>Name:</b>	Golden Hearts Gaming, Inc.
<b>Street Address:</b>	56 Wareham Street
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02118
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	2366112	GAMESVILLE
<b>Registration Number:</b>	2364182	WASTING YOUR TIME SINCE 1996
<b>Registration Number:</b>	2573660	MAGIC PYRAMID
<b>Registration Number:</b>	2606825	FRANTIC FISH
<b>Registration Number:</b>	2512205	POKER INFERNO
<b>Registration Number:</b>	2560208	MIAMI DICE

## 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:** 2129868282  
**Email:** sschleif@promolaw.com  
**Correspondent Name:** Scott A. Schleifstein  
**Address Line 1:** 3 Grace Avenue  
**Address Line 2:** #108  
**Address Line 4:** Great Neck, NEW YORK 11021

<b>NAME OF SUBMITTER:</b>	Scott A. Schleifstein
<b>SIGNATURE:</b>	/scott.a.schleifstein/

**DATE SIGNED:**

09/17/2020

**Total Attachments: 14**

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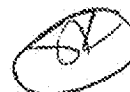
## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") dated as of the 6th day of April, 2020, is entered into by LYCOS, INC., a Virginia Corporation located at 177 Huntington Ave, Suite 1703 #60001, Boston, MA 02115 ("Seller") and Golden Hearts Gaming, Inc. a Delaware Corporation located at 56 Wareham Street, 3<sup>rd</sup> Floor, Boston, MA 02118 ("Buyer").

The Seller has agreed to sell and the Buyer has agreed to purchase the purchased assets (as defined below in "Exhibit B").

Therefore, the parties agree as follows:

1. Sale of the Purchased Assets; Assignment of the Trademarks. Subject to the provisions set forth in this Agreement, as of 12:00am EDT the date of this Agreement (the "Effective Time"), the Seller hereby sells, conveys, assigns, and transfers to the Buyer the assets set forth on Exhibit B (the "Purchased Assets") free and clear of any and all liens and encumbrances, and the Buyer hereby accepts the sale, conveyance, assignment, and transfer of the Purchased Assets.
2. No Other Assumption of Liabilities. The Buyer does not assume any obligation or liability of the Seller and the Seller, as applicable, will continue to be liable for any and all liabilities of the Seller. The Seller will not be responsible for any liability that arises from the Buyer's use of the Purchased Assets after the Effective Time.
3. Purchase Price. The purchase price is ~~XXXXXXXXXX~~ dollars (\$~~XXXXXX~~00) (the "Purchase Price"). The parties agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax purposes) in accordance with the allocation schedule attached to this agreement as Exhibit C. The Buyer shall pay the Purchase Price as follows:
  - (a) \$~~XXXXXX~~00, to be paid via PayPal to the email address [paypal@lycos-inc.com](mailto:paypal@lycos-inc.com) upon execution of this Agreement.
  - (b) \$~~XXXXXX~~00, to be paid via PayPal to the email address [paypal@lycos-inc.com](mailto:paypal@lycos-inc.com) upon confirmed delivery of Purchased Assets (#1, #2, #3, #4, #6, and #7 in Exhibit B).
4. Representations and Warranties. The Seller represents and warrants to the Buyer that all of the representations and warranties set forth on Exhibit D are true and correct in all respects as of the date of this Agreement.
5. Survival. Except as otherwise provided in this Agreement, the representations and promises of the parties contained in this agreement will survive (and not be affected in any respect by) the Effective Time for the applicable statute of limitations as well as any investigation conducted by any party and any information which any party may receive.
6. Further Actions. At any time and from time to time after the date of this agreement: (a) the Seller shall execute and deliver or cause to be executed and delivered to the Buyer such other instruments and take such other action, all as the Buyer may reasonably request, in order to carry out the intent and purpose of this agreement; and (b) the Buyer shall execute and



deliver or cause to be executed and delivered to the Seller such other instruments and take such other action, all as the Seller may reasonably request, in order to carry out the intent and purpose of this agreement.

7. Governing Law; Venue. This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts. Any suit, action, or other proceeding brought against any of the parties to this Agreement or any dispute arising out of this agreement or the transactions contemplated hereby must be brought either in the courts sitting in Suffolk County, Massachusetts or in the United States District Court for the District of Massachusetts and by its execution and delivery of this agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.
8. Assignment. No party may assign either this agreement or any of its rights, interests, or obligations hereunder without the prior written approval of each other party, except that the Buyer may assign any or all of its rights under this agreement, in whole or in part, without obtaining the consent or approval of any other party, (1) to any current or future affiliate of the Buyer, (2) to any entity into which the Buyer may be merged or consolidated, (3) in connection with any acquisition, restructuring, merger, conversion, or consolidation to which the Buyer may be a party, or (4) to a lender to the Buyer or its affiliates as collateral security for current or future obligations owed by the Buyer or its affiliates to the lender.
9. Notices. All notices and other communications under this Agreement must be in writing and given by first class mail, return receipt requested, nationally recognized overnight delivery service, such as Federal Express, or personal delivery against receipt to the party to whom it is given, in each case, at the party's address set forth in this section 9 or such other address as the party may hereafter specify by notice to the other parties given in accordance with this section. Any such notice or other communication will be deemed to have been given as of the date the applicable delivery receipt for such communication is executed as received or in the case of mail, three days after it is mailed.

If to the Seller: LYCOS, Inc.  
177 Huntington Ave, Suite 1703 #60001  
Boston, MA 02115

Attention: ~~Ed~~, CEO

If to the Buyer: Golden Hearts Gaming, Inc.  
7 Avenue De Lafayette, #121230  
Boston, MA 02112

Attention: ~~St~~, CEO



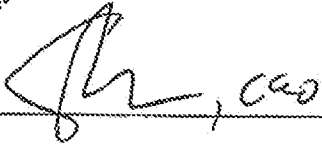
10. Confidentiality. Seller and Buyer each agree that, it shall hold the terms of this Agreement and the transactions contemplated hereby in strict confidence and shall inform all of its respective representatives of the confidential nature of the transactions contemplated by this Agreement. At no time shall Buyer or Seller disclose any of the terms of the Agreement or any nonpublic information about Buyer or Seller to any other party without the prior written consent of the other party hereto. Notwithstanding the foregoing, Seller and Buyer shall be permitted to disclose any and all terms to (a) its respective financial, tax, and legal advisors, and (b) to any governmental body or administrative agency to the extent necessary or advisable in compliance with applicable law.
11. Indemnification. Seller agrees to indemnify and hold the Buyer and its officers, directors, shareholders, attorneys, agents, principals, heirs, successors and assigns harmless from and against any losses, costs, liabilities and expenses, including attorneys' fees, arising out of: (a) any material misrepresentation by Seller under this Agreement; or (b) any material breach of or default in connection with any of the representations, warranties, covenants or agreements made by the Seller in this Agreement.
12. Miscellaneous. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations, writings, and understandings relating to the subject matter of this agreement are merged in and are superseded and canceled by, this Agreement. This Agreement may not be modified or amended except by a writing signed by the parties. This Agreement is not intended to confer upon any person or entity not a party (or their successors and permitted assigns) any rights or remedies hereunder. This Agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically. The captions in this Agreement are included for convenience of reference only and will be ignored in the construction or interpretation hereof. If any date provided for in this Agreement falls on a day which is not a business day, the date provided for will be deemed to refer to the next business day. Any provision in this Agreement that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof; provided, however, that the parties will attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. The Exhibits and Schedules to this Agreement are a material part of this Agreement and are incorporated by reference herein.

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Each of the undersigned has caused this Asset Purchase Agreement to be duly executed and delivered as of the date first written above.

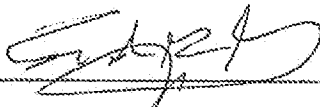
**BUYER:**

By:  , CEO

Name: ~~Steve~~

Title: Chief Executive Officer

**SELLER:**

By: 

Name: ~~Steve~~

Title: Chief Executive Officer

Exhibit A

Bill of Sale

This Bill of Sale (the "Bill of Sale") is made and delivered this 6th day of April 2020, by SELLER, a Virginia corporation (the "Seller"), for the benefit of BUYER a Delaware corporation (the "Buyer"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of April 6, 2020 (the "Agreement"), the terms of which are incorporated herein by reference, which provides, among other things, for the sale and assignment by Seller to Buyer of the Assets.

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and subject to the terms and conditions of the Agreement:

1. Seller does hereby bargain, sell, grant, assign, transfer, convey and deliver unto Buyer, and its successors and assigns, forever, all of Seller's right, title and interest in and to the Assets to have and to hold such Assets with all appurtenances thereto, unto Buyer, and its successors and assigns, for its use forever.

3. This Bill of Sale shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

4. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the terms of the Agreement, the Agreement shall govern.

5. This Bill of Sale is executed and delivered pursuant to the Agreement.

Buyer: BUYER

Seller: SELLER

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: ~~XXXXXXXXXX~~

Name: ~~XXXXXXXXXX~~

Title: Chief Executive Officer

Title: Chief Executive Officer

Exhibit B

Purchased Assets

"Purchased Assets" shall mean the following:

1. Sixteen (16) domain names to be transferred by Seller to Buyer:
  - a. gamesville.com
  - b. gamesville.net
  - c. bingozone.com
  - d. bingozone.net
  - e. thebingozone.com
  - f. thebingozone.net
  - g. gamesville.asia
  - h. gamesville.ca
  - i. gamesville.eu
  - j. gamesville.fm
  - k. gamesville.fr
  - l. gamesville.jp
  - m. gamesville.kr
  - n. gamesville.net.au
  - o. gamesville.org
  - p. gamesvillegames.com
  
2. Subject to a separate Assignment of Trademark Agreement dated the 6th of April 2020, the assignment of the following fourteen (14) trademarks in all registered classes and territories:
  - a. GAMESVILLE (reg. #2366112 & #2168517)
  - b. WASTING YOUR TIME SINCE 1996 (reg. #2364182)
  - c. MAGIC PYRAMID (reg. #2573660)
  - d. FRANTIC FISH (reg. #2606825)
  - e. POKER INFERNO (reg. #2512205)
  - f. MIAMI DICE (reg. #2560208)
  - g. STAT-O-MATIC (reg. #2354925) -- DEAD
  - h. CATCHUP COVERALL (reg. #2316846) -- DEAD
  - i. MONEY MATCH (reg. #2510048) -- DEAD
  - j. GUNBOAT BOUNTY (reg. #2494477) -- DEAD
  - k. PICTURAMA (reg. #2391831) -- DEAD
  - l. GRIDIRON MADNESS (reg. #2338015) -- DEAD
  - m. STOCKCAR MADNESS (reg. #2338145) -- DEAD
  - n. E-MERCIAL (reg. #2650949) -- DEAD
  
3. All remaining digital assets related to the prior operational Gamesville website, including but not limited to all: (a) art files (b) miscellaneous art assets; and (c) application source code. The Seller and Buyer agree to work mutually to deliver and accept such assets.





4. Database of approximately ~~XXXXXX~~ records of users with prior accounts on the former Gamesville website. The records to include: (a) email address (if available) ; (b) name ( if available); (c) mailing address (if available); (d) phone (if available); (e) account creation date (if available) ; and (f) last login date (if available). Records to be delivered in a mutually acceptable technology format.
5. Transfer of ownership to all business-related social media or other media accounts associated with the Gamesville website, including, but not limited to: (a) Facebook; and (b) Twitter.
6. All goodwill associated with the foregoing.
7. All documentation associated with the foregoing (to the extent available).



Exhibit C

Tax Allocation Schedule

The following schedule describes the purchase value allocated to each asset for tax purposes:

1. Sixteen (16) domain names: \$██████.00
2. Fourteen (14) trademarks: \$██████ plus all associated goodwill of the marks
3. All digital assets associated with Gamesville website: \$██████
4. Database of user records: \$██████
5. Ownership of social media accounts: \$██████



Exhibit D

Seller Representations and Warranties

1. Duly Authorized Representative. The signer to this Agreement is an authorized representative of the Seller to execute this Agreement on behalf of the Seller.
2. Consents. The Seller is not required to obtain the consent of any party to a contract or any governmental entity in connection with the execution, delivery, or performance by it of this Agreement or the consummation of the transactions contemplated in this Agreement.
3. Litigation. There are no claims or suits pending or, to the Seller's knowledge, threatened by or against the Seller (a) relating to or affecting the Purchased Assets or (b) by or against any employee of the Seller relating to or affecting the Purchased Assets. There are no judgments, decrees, orders, writs, injunctions, rulings, decisions, or awards of any court or governmental body to which the Seller is a party or is subject with respect to any of the Purchased Assets is subject.
4. Title; Condition of Purchased Assets. The Seller has good and marketable title to all of the Purchased Assets free and clear of all liens and encumbrances. Pursuant to this Agreement, the Seller conveys to the Buyer good and marketable title to all of the Purchased Assets, free and clear of all liens and encumbrances.
5. No Liquidation or Dissolution. No action has been taken by or on behalf of Seller for the termination, winding up, liquidation or dissolution of it or to make any assignment for the benefit of creditors. Seller has not filed a petition in voluntary liquidation or bankruptcy or under other similar laws and has not commenced any case or proceeding under applicable insolvency or bankruptcy laws or other similar laws. Seller has not consented to the appointment of a receiver, administrator, custodian, liquidator or trustee of all or any part of its assets. Seller has not taken any action for the purpose of effecting any of the foregoing. Seller has not been adjudicated as bankrupt or insolvent. To the Seller's knowledge, no petition for any proceeding in bankruptcy, liquidation or insolvency or for the reorganization or readjustment of debt has been filed with respect to Seller. To the Seller's knowledge, no case or proceeding has been commenced under any applicable bankruptcy or insolvency laws or other similar law against Seller. To the Seller's knowledge, no receiver, administrator, custodian, liquidator or trustee has been appointed for Seller or any part of the assets of Seller.



## ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT (this “**Trademark Assignment**”), dated as of the 6th day of April, 2020, is made by LYCOS INC., an Virginia Corporation located at 177 Huntington Ave, Suite 1703 #60001, Boston, MA 02115 (“**Assignor**”) in favor of Golden Hearts Gaming, Inc. a Delaware Corporation located at 56 Wareham Street, 3<sup>rd</sup> Floor, Boston, MA 02118 USA (“**Assignee**”).

WHEREAS, this Trademark Assignment is entered into as a result of the purchase of gamesville.com and bingozone.com domain names for filing with governmental authorities. The trademarks assigned are listed in Schedule 1.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. In consideration of \$1.00 and the execution of the Asset Purchase Agreement dated the 6th day of April, 2020 and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, 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 (the “**Assigned Trademarks**”):

(i) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(ii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(iv) any and all claims and causes of action, with respect to 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. Registering and Further Actions. Assignor authorizes the Office of the Registrar of Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations or other similar items, to ensure that the Assigned Trademarks are properly transferred to Assignee, or any assignee or successor thereto. The Assignee shall pay all government fees associated with the transfer of the Trademarks.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

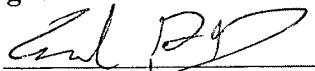


4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

**Assignor:**

By: 

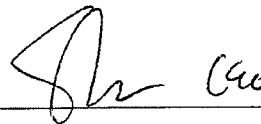
Name: Edward Noel

Title: CEO

Lycos Inc.

AGREED TO AND ACCEPTED:

**Assignee:**

By: 

Name: Steven Kane

Title: CEO

Golden Hearts Gaming, Inc.

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Any and all trademarks in all territories related to:**

**www.gamesville.com**

**www.bingozone.com**

- a. GAMESVILLE (reg. #2366112 & #2168517)
- b. WASTING YOUR TIME SINCE 1996 (reg. #2364182)
- c. MAGIC PYRAMID (reg. #2573660)
- d. FRANTIC FISH (reg. #2606825)
- e. POKER INFERNO (reg. #2512205)
- f. MIAMI DICE (reg #2560208)
- g. STAT-O-MATIC (reg. #2354925) – *DEAD*
- h. CATCHUP COVERALL (reg. #2316546) – *DEAD*
- i. MONEY MATCH (reg. #2510048) – *DEAD*
- j. GUNBOAT BOUNTY (reg. #2494477) – *DEAD*
- k. PICTURAMA (reg. #2391831) – *DEAD*
- l. GRIDIRON MADNESS (reg. #2338015) – *DEAD*
- m. STOCKCAR MADNESS (reg. #2338145) – *DEAD*
- n. E-MERCIAL (reg. #2650949) – *DEAD*

