

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607804

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Midasplayer.com Limited | | 07/01/2013 | Limited Liability Company: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | MIDASPLAYER (SKILLS) LIMITED | | |
| Street Address: | 178 Wardour Street | | |
| Internal Address: | The Ampersand Building | | |
| City: | London | | |
| State/Country: | ENGLAND | | |
| Postal Code: | W1F 8FY | | |
| Entity Type: | Corporation: MALTA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4661728 | PYRAMID SOLITAIRE | |
| Registration Number: | 4574403 | PRINCESS PEONI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123329081 | | |
| <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: | 6123364602 | | |
| Email: | cmanthie@merchantgould.com | | |
| Correspondent Name: | Andrew S. Ehard | | |
| Address Line 1: | PO Box 2910 | | |
| Address Line 2: | Merchant & Gould P.C. | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Andrew S. Ehard | | |
| Address Line 1: | PO Box 2910 | | |
| Address Line 2: | Merchant & Gould P.C. | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Andrew S. Ehard | | |

OP \$65.00 4661728

| | |
|--|-------------------|
| SIGNATURE: | /Andrew S. Ehard/ |
| DATE SIGNED: | 11/10/2020 |
| Total Attachments: 21 source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page1.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page2.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page3.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page4.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page5.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page6.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page7.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page8.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page9.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page10.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page11.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page12.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page13.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page14.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page15.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page16.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page17.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page18.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page19.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page20.tif source=Assignment Agreement between Midasplayer.com and Midasplayer (Skills)#page21.tif | |

DATED

1 July

2013

(1) MIDASPLAYER.COM LTD

- and -

(2) MIDASPLAYER (SKILLS) LIMITED

AGREEMENT

relating to
the intra-group sale and purchase of the skill
gaming business of Midasplayer.com Ltd

TRADEMARK

REEL: 007100 FRAME: 0903

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THIS AGREEMENT is made on

1 July

2013

BETWEEN:

- (1) MIDASPLAYER.COM LTD (a company registered in England and Wales under number 04534247) whose registered office is at 10th Floor Central Saint Giles, 1 St. Giles High Street, London WC2H 8AG ("Vendor"); and
- (2) MIDASPLAYER (SKILLS) LIMITED (a company registered in England and Wales under number 08589489) whose registered office is at 10th Floor Central Saint Giles, 1 St. Giles High Street, London WC2H 8AG ("Purchaser").

BACKGROUND:

- A The Purchaser and the Vendor are members of the same group of companies.
- B The Vendor has agreed to sell and the Purchaser has agreed to purchase the Business (as defined below) upon the terms and conditions set out in this agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"Assets" means all the assets, contracts and rights owned or used in connection with the Business set out in clause 2.2 to be sold and purchased hereunder;

"Assumed Liabilities" means:

- (a) all outstanding debts, obligations and liabilities of the Vendor exclusively arising from or attributable to the carrying on of the Business and/or the ownership and/or use by the Vendor of the Assets as at the Effective Date other than the Excluded Liabilities; and
- (b) all debts, obligations and liabilities of the Purchaser arising from or attributable to the carrying on of the Business and/or the ownership and/or use by the Purchaser of the Assets after the Effective Date;

"Business" means the business of providing online skill based games carried out by the Vendor immediately prior to the Effective Date;

"Business Day" means a day other than a Saturday or Sunday on which banks are open for business in London;

"Business IP" means the Intellectual Property owned by the Vendor and used in the Business set out in the Trade Marks Appendix and the Domain Names Appendix together with any unregistered Intellectual Property owned by the Vendor and used exclusively in the Business;

"Cash" means such amount of cash of the Vendor that is held on behalf of customers of the Business pursuant to player contracts (referred to as 'Debt to moneyplayers' in the books of the Vendor) as at the Effective Date;

"Completion" means completion of this agreement in accordance with its terms;

"Contracts" means the contracts entered into by the Vendor in connection with the Business listed in schedule I;

"Debts" means:

- (a) any debts, or other sums which have been invoiced by the Vendor, or in respect of which the Vendor is entitled to raise an invoice, at the Effective Date which exclusively arise out of or are attributable to the carrying on of the Business;
- (b) any interest payable on those debts or other sums; and
- (c) the benefit of all securities, guarantees, indemnities and rights relating to those debts or other sums;

"Domain Name Appendix" means the list of domain names of the Vendor entitled 'Domain Name Appendix' in the form agreed by the parties;

"Effective Date" means opening of business on 1 July 2013;

"Excluded Assets" means all assets owned or used by the Vendor other than the Assets;

"Excluded Liabilities" any and all outstanding obligations and liabilities of the Vendor to make a payment of or in respect of Tax arising from or attributable to the carrying on of the Business and/or the ownership and/or use by the Vendor of the Assets prior to the Effective Date;

"Expert" means the auditors of the Vendor for the time being (or such other person or firm as the parties may agree in writing), or if such person or firm declines to act in respect of the matter concerned, a firm of chartered accountants in the United Kingdom nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application at any time of either the Purchaser or the Vendor;

"Financial Year" means a financial year of the Vendor, determined in accordance with section 390 of the Companies Act 2006;

"Goodwill" means the goodwill of the Business together with the exclusive right of the Purchaser to represent itself as carrying on the Business in succession to the Vendor;

"Intellectual Property" means patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, rights affording equivalent protection to copyrights, database rights and design rights, topography rights, trade marks, service marks, business names, trade names, moral rights, registration of an application to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country, rights in the nature of unfair competition rights and rights to sue for passing off;

"Inter-Company Loan" has the meaning given in clause 3.1;

"Interest Payment Dates" means 31 March, 30 June, 30 September and 31 December in each year and the date on which the principal amount of the Inter-Company Loan is fully repaid;

"Tax" means any form of tax and any duty, withholding, contribution, impost or tariff in the nature of tax (including, for the avoidance of doubt, any national insurance contribution liabilities or deductions under PAYE in the United Kingdom and any equivalent or similar obligations elsewhere), together with all related penalties and interest;

"Third Party Consent" means any consent, agreement, approval, authorisation or waiver required from a third party for the assignment of any Contract to the Purchaser;

"TOGC" means the transfer of a business or part of a business as a going concern for the purposes of section 49 of the VAT Act and article 5 of the Value Added Tax (Special Provisions) Order 1995;

"Trade Marks Appendix" means the list of trade marks (and related applications) of the Vendor entitled 'Trade Mark Appendix' in the form agreed between the parties;

"VAT" means value added tax; and

"Vendor's Group" means the Vendor, any parent undertaking of the Vendor for the time being, and any undertaking which, in relation to the Vendor and/or any such parent undertaking, is a subsidiary undertaking for the time being and references to a "member of the Vendor Group" shall be construed accordingly.

- 1.2 Words incorporating the masculine gender also include the feminine and neuter genders and words incorporating the singular number also include the plural and vice versa.
- 1.3 Unless otherwise stated references to clauses, schedules and appendices are to the clauses, schedules and appendices of and to this agreement. The schedules and appendices form part of this agreement.
- 1.4 The index and clause headings are for ease of reference only and do not affect the construction or interpretation of this agreement.
- 1.5 In this agreement, "including", "includes" or "in particular" means including, includes or in particular without limitation.
- 1.6 The terms "company", "undertaking", "subsidiary undertaking" and "parent undertaking" have the meanings set out in the Companies Act 2006, but, for the purposes of section 1159(1) of the Companies Act 2006 a company shall be treated as a member of another company if any shares in that other company are registered in the name of either (a) a person by way of security (where the company has provided the security) or (b) a person as nominee for the company.

2. SALE AND PURCHASE OF BUSINESS

- 2.1 Provided that title to all of the Assets shall only pass to the Purchaser as at and with effect from the date of this agreement, subject to clauses 6 and 10, the Vendor shall sell and the Purchaser shall purchase the Business as a going concern and the Assets as at and with effect from the Effective Date, such that:

- 2.1.1 the benefit and burden of the Business and Assets and undertaking transferred by this agreement, and the risk in them, shall be deemed to have passed to the Purchaser as at and with effect from the Effective Date (save for any assets (whether tangible or intangible) or rights acquired by the Vendor since the Effective Date that relate to the Assets or otherwise exclusively relate to the

Business, where the benefit and burden of such asset or right shall pass as at and with effect from the date of the acquisition by the Vendor of that asset or right); and

- 2.1.2 the risk and benefit of the trading of the Business since the Effective Date shall be for the Purchaser's account,

and, with effect from Completion, the parties to this agreement shall indemnify each other accordingly.

- 2.2 The Assets comprised in the sale and purchase hereby agreed are as follows:

2.2.1 the Goodwill;

2.2.2 the benefit (subject to the burden) of the Contracts;

2.2.3 the Cash;

2.2.4 the Debts;

2.2.5 the Business IP; and

2.2.6 the benefit of any insurance claims and rights against third parties to the extent that the same exclusively relate to the Business and the Vendor is legally able to assign the same.

- 2.3 Without prejudice to clause 2.1, there shall be excluded from the sale and purchase hereby agreed the Excluded Assets.

3. PURCHASE PRICE

- 3.1 The consideration payable by the Purchaser to the Vendor in respect of the sale and purchase hereby agreed ("Consideration") shall be a sum equal to the aggregate book value of the Assets less the aggregate book value of the Assumed Liabilities in each case as shown in the accounting records of the Vendor as at the Effective Date, which shall be payable by the Purchaser in accordance with clause 3.2.

- 3.2 Payment of the Consideration shall be left outstanding at Completion on interest bearing inter-company loan account repayable by the Purchaser upon the demand of the Vendor ("Inter-Company Loan").

- 3.3 Unless the Vendor notifies the Purchaser in writing otherwise, the Purchaser will on each of the Interest Payment Dates pay interest on the outstanding principal amount of the Inter-Company Loan from time to time. Such interest will accrue from day to day at the rate of five per cent per annum (on the basis of the actual number of days elapsed and a 365 day year).

- 3.4 The Purchaser may at any time prepay without penalty all or any part of the Inter-Company Loan.

4. ASSUMPTION OF LIABILITIES

- 4.1 With effect from the Effective Date, the Purchaser shall pay, satisfy and discharge the Assumed Liabilities and shall indemnify and hold harmless the Vendor from and against all

and any costs, proceedings, claims, damages, demands and other liabilities of whatsoever nature which may be incurred or suffered by the Vendor in connection therewith.

4.2 The Excluded Liabilities shall remain with, and be discharged by, the Vendor.

5. COMPLETION

5.1 Completion of the sale and purchase of the Business and Assets shall take place on the Effective Date whereupon:

5.1.1 the Vendor shall:

5.1.1.1 insofar as it is able to do so permit the Purchaser to assume the conduct of the Business and, subject to clause 5.2, deliver to the Purchaser or allow the Purchaser to take possession of those of the Assets title to which is capable of passing by delivery;

5.1.1.2 deliver to the Purchaser all conveyances, assignments and instruments of transfer as the Purchaser may require for the transfer of all of the Vendor's estate, right, title and interest in the Business and Assets to the Purchaser.

5.2 The Cash shall be retained by the Vendor on Completion and held by the Vendor on trust for the Purchaser (and subject to the Purchaser's direction) pending transfer to the Purchaser (at its direction).

5.3 The Vendor and the Purchaser will cause appropriate entries to be made in their respective accounting records to reflect the sale and purchase of the Business and Assets hereunder.

6. CONTRACTS

6.1 This agreement constitutes an assignment to the Purchaser of the benefit of each Contract:

6.1.1 which can be assigned by the Vendor without any Third Party Consent; and

6.1.2 which cannot be so assigned, but in respect of which such Third Party Consent has been obtained at or before the Effective Date,

in each case, with effect from the Effective Date.

6.2 Insofar as the benefit of any of the Contracts cannot effectively be transferred to the Purchaser except by way of novation or with a Third Party Consent to an assignment and such Third Party Consent has not been obtained at or before the Effective Date:

6.2.1 this agreement shall not constitute an assignment or an attempted assignment of such Contract;

6.2.2 the Vendor shall use reasonable endeavours to procure that such Contracts are novated or to obtain such Third Party Consent as soon as practicable after the Effective Date (provided that neither the Purchaser nor the Vendor shall be obliged to make any payment, give any security or provide any guarantee as the basis for obtaining any such novation or Third Party Consent); and

6.2.3 upon any such Third Party Consent being obtained, this agreement shall constitute an assignment of the benefit (subject to the burden) of the Contract to which the Third Party Consent relates.

6.3 This clause 6.3 shall apply to (i) each Contract to which clause 6.2 relates and (ii) any other Contract which the Purchaser may by notice to the Vendor designate as being subject to the arrangements set out in this clause 6.3. Until (i) in the case of a Contract to which clause 6.2 relates, the Contract has been novated or assigned to the Purchaser (to its reasonable satisfaction) or (ii) in the case of a Contract designated by the Purchaser as being subject to the arrangements set out in this clause 6.3, until the Purchaser notifies the Vendor that such arrangements should cease to apply in respect of such Contract, the Vendor shall:

6.3.1 hold the Contract on trust for the Purchaser absolutely and shall, as soon as practicable after receipt, account for and pay or otherwise transfer to the Purchaser any monies, goods or other benefits received by the Vendor in respect of the Contract without any deduction or set-off;

6.3.2 (so far as it lawfully may) act in accordance with the reasonable directions of the Purchaser (but at the Purchaser's expense) to provide for the Purchaser the benefits under the Contract; and

6.3.3 at the Purchaser's request and expense, enforce any and all of its rights under the Contract; and

the Purchaser shall, for its own benefit and at its own expense, and if and to the extent permissible and lawful under the Contract, perform all the obligations of the Vendor under the Contract to be discharged after the Effective Date.

7. EMPLOYEES

The Vendor and the Purchaser acknowledge that at the Effective Date there are no employees of the Vendor wholly or mainly engaged in the Business.

8. VALUE ADDED TAX

8.1 The Vendor and the Purchaser recognise that the Consideration set out in this agreement is exclusive of VAT (if applicable) as the parties apprehend that the sale of the Assets is a TOGC. The Vendor and the Purchaser shall procure that their value added tax returns and dealings with HM Revenue and Customs are consistent with this view. Alternatively, if the Consideration is not in respect of a TOGC, it is in respect of a transfer of services from the Vendor to a Maltese branch of the Purchaser (registered or to be registered) in Malta. As a consequence, VAT is not chargeable by the Vendor and must be accounted for by the Purchaser under the VAT reverse charge procedures in Malta.

8.2 All VAT records relating to the Assets shall be retained by the Vendor. The Vendor shall procure that such records shall be preserved for such periods as required by law, and during such periods shall at the Purchaser's (or the Purchaser's successors' (as the case may be)) cost:

8.2.1 provide the Purchaser and its successors, at such times and in such form as the Purchaser or such successors may reasonably require, (a) such information contained in the records and (b) such copies of documents forming part of such records as, in each case, the Purchaser and such successors may reasonably specify; and

8.2.2 permit the Purchaser and its agents and the Purchaser's successors and their agents, at all reasonable times and subject to reasonable written notice, to inspect and take copies of such records.

9. BUSINESS RECORDS

The Vendor shall for a period of not less than six years from the Effective Date use its reasonable endeavours to preserve any books and records that relate to the Business and upon reasonable notice during normal business hours (and subject to the Purchaser undertaking not to disclose any confidential information of the Vendor which may be obtained from them) make them available to the Purchaser or its agents to the extent necessary to satisfy a legal, Tax, accounting, regulatory or contractual obligation (including for the purposes of any audit carried out by a Tax authority) to which the Purchaser in its reasonable opinion is subject (and whether in relation to any obligation to submit filings or otherwise).

10. BOOK AND OTHER DEBTS

All monies received by the Vendor in respect of the Debts on and from the Effective Date shall be received as trustee for the Purchaser and dealt with as the Purchaser may direct and the Vendor shall upon request by the Purchaser execute formal assignments in respect of all or any of the Debts and join in with the Purchaser in giving the appropriate notice of assignment to the relevant debtor or debtors.

11. TITLE

The Purchaser shall accept without investigation, objection or requisition such title (if any) as the Vendor has to the Business and the Assets.

12. INDEMNITY

The Purchaser shall indemnify and hold harmless the Vendor from and against all and any costs, proceedings, claims, damages, demands and other liabilities of whatsoever nature which may be incurred or suffered by the Vendor as a consequence of the operation of the Business and the Assets following the Effective Date.

13. FURTHER ASSURANCE AND POWER OF ATTORNEY

- 13.1 Upon and at any time after Completion the Vendor shall at the request of the Purchaser do and execute or procure to be done and executed all such acts deeds documents and things as may be necessary to vest the title to the Business and Assets in the Purchaser and to give full effect to this agreement.
- 13.2 If following Completion either party believes that any asset, contract or right owned by the Vendor which was immediately prior to the Effective Date used exclusively in and required by the Business (not being an Asset) ("Missing Business Asset") is found not to have transferred to the Purchaser hereunder, the Vendor or the Purchaser (as the case may be) shall promptly give written notice thereof to the other. If such notice is given, the parties shall, acting reasonably and in good faith, determine whether such asset, contract or right is a Missing Business Asset.
- 13.3 In the event that the Vendor and the Purchaser are unable to reach agreement pursuant to clause 13.2 within 20 Business Days of notice being given under such clause, or such longer period as may be agreed between the parties, the matter shall be referred to the Expert to make a decision on the matter with final and binding effect for the parties save in the case of

fraud or manifest error, and notify the parties of its decision within 15 Business Days of receipt of the reference (or such longer reasonable period as the Expert may determine in good faith).

- 13.4 If the Vendor and the Purchaser determine pursuant to clause 13.2, or if it is otherwise determined pursuant to clause 13.3, that a Missing Business Asset is held by the Vendor after Completion, the Vendor shall, as soon as practicable, ensure that such Missing Business Asset is transferred to the Purchaser and the Consideration shall be deemed to be increased accordingly with effect from the date of such transfer by a sum equal to the book value (if any) of the Missing Business Asset as at the Effective Date. Each party shall provide such assistance to the other as the other reasonably requires for these purposes and the relevant Missing Business Asset shall be held on trust for the Purchaser until its transfer is complete. If the Vendor believes that with respect to a Missing Business Asset it reasonably requires such asset for the operation of its business, the parties shall, acting reasonably and in good faith, determine whether and how best to license (on a non-exclusive basis) the asset to the Vendor.
- 13.5 The rights and obligations of the parties arising under this clause 13 shall automatically cease upon the Purchaser ceasing to become a member of the Vendor's Group.

14. ANNOUNCEMENTS

No announcement communication or circular in connection with the subject matter of this agreement shall be made (whether prior to or after the Effective Date) by or on behalf of the Vendor or the Purchaser without the prior approval of the other (such approval not to be unreasonably withheld or delayed) save for:

- 14.1 announcements to customers, suppliers and agents of the Purchaser and the Business in such form as may be reasonably required by the Purchaser; and
- 14.2 such announcements as may be required by law or the requirements of any regulatory authority to which either the Vendor or the Purchaser is subject.

15. ENTIRE AGREEMENT

- 15.1 This agreement contains the entire agreement and understanding of the parties in connection with the subject matter thereof and supersedes and extinguishes all previous agreements between the parties relating to the subject matter hereof and all and any representations and warranties previously given and/or made other than those expressly set forth herein and also other than any misrepresentation or breach of warranty which constitutes fraud.
- 15.2 In particular (but without prejudice to the generality of the other provisions of this clause) each party acknowledges to the other (to the intent that the other shall execute this agreement in reliance upon such acknowledgement) that it has not been induced to enter into this agreement by nor relied upon any representation or warranty other than the representations and/or warranties expressly set forth in this agreement. This acknowledgement shall not apply to any misrepresentations and/or breaches of warranty which constitute fraud.
- 15.3 Without prejudice to the generality of the other provisions of this clause each party hereby irrevocably and unconditionally waives any right it may have to claim damages or to rescind this agreement by reason of any misrepresentation and/or warranty not set forth in this agreement (unless such misrepresentation and/or breach of warranty constitutes fraud).

16. AGREEMENT CONTINUES IN FORCE

This agreement shall remain in full force and effect so far as concerns any matter remaining to be performed at Completion and notwithstanding that Completion shall have taken place.

17. SEVERABILITY

The invalidity illegality or unenforceability of any provisions of this agreement shall not affect the continuation in force of the remainder of this agreement.

18. WAIVER

No waiver by the Purchaser of any breach or non-fulfilment by the Vendor of any provision of this agreement shall be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof and no failure to exercise or delay in exercising any right or remedy under this agreement shall constitute a waiver thereof. No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy. The rights and remedies of the Purchaser provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

19. VARIATIONS

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto.

20. COUNTERPARTS

This agreement may be executed in any number of counterparts each of which when executed by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same instrument.

21. THIRD PARTY RIGHTS

A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

22. GOVERNING LAW

This agreement shall be governed by and construed in accordance with English law and the parties hereby submit for all purposes in connection with this agreement to the exclusive jurisdiction of the English courts.

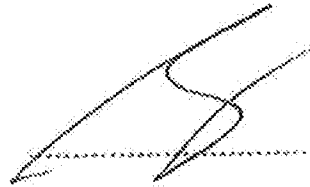
AS WITNESS the hands of the parties or their duly authorised representatives.

SCHEDULE 1: CONTRACTS

| | |
|-----|--|
| 1. | Agreement between the Vendor and BOKU, Inc dated 9 November 2009 |
| 2. | Cooperation agreement between the Vendor and Klarna AB dated 5 July 2010 |
| 3. | Merchant agreement between the Vendor, King.com (Malta) Limited and Moneybookers Limited dated 6 October 2008 |
| 4. | Merchant agreement between paysafecard.com Limited and the Vendor dated 2 January 2007 |
| 5. | Agreement between the Vendor and PayPal (Europe) S ar l& Cie SCA |
| 6. | Credit card processing contract between the Vendor and Payvision |
| 7. | Agreement originally between the Vendor, BIBIT BV and Stichting Trusted Third Party Bibit Internet Payments dated 1 September 2006 but now between the Vendor and BIBIT BV (as subsequently amended and varied) |
| 8. | The agreement entered into by the Vendor relating to Click and Buy payment processing services |
| 9. | Licence from RealNetworks relating to Mattel games |
| 10. | Online games distribution agreement between the Vendor and RTL Interactive GmbH dated 30 November 2012 |
| 11. | Agreements between the Vendor and players in respect of online skill based games provided by the Business |
| 12. | Research and development agreement between Midasplayer AB and the Vendor dated 1 January 2007 |
| 13. | Partner agreements between the Vendor and the following counterparties (to the extent subsisting at the Effective Date): <ul style="list-style-type: none"> • RTL • MTV3 • tonline2012 • aol.us (games.com) • games.co.uk • gamesgames.com • jetztspielen.de • jeux.fr • juegos.com • Play 22 • spela.se • spelletjes.nl • SpilgroupEU • inboxpounds • Lifetime • T-online 2011 • Wanadoo.fr / Orange • Yahoo! Argentina |

Signed for and on behalf of
MIDASPLAYER.COM LTD by:

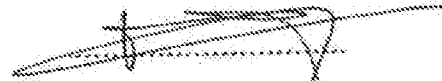
)
) Signature



Name (block capitals) Simon P. Foster
Director/authorised
signatory

Signed for and on behalf of MIDASPLAYER
(SKILLS) LIMITED by:


)
) Signature







Name (block capitals) Stephen Walker
Director/authorised
signatory

| Trademark | Type | Device | Application Type | Country | Priority Date | Application Date | Application No. | Classes | Status | Registration Date | Registration Number |
|---------------------|-----------|--------|------------------|--|---------------|------------------|-----------------|----------------|---------------------|-------------------|---------------------|
| Bitesize Brilliance | Word Mark | | CTM | European Community | 12.02.2013 | 26.03.2013 | 85886750 | 09, 35, 41, 42 | Registered | 09.10.2013 | 11568458 |
| Brick Busterz | Word Mark | | National | United States | 11.01.2013 | 11.01.2013 | 85820952 | 09, 25, 41 | Pending | | |
| Bubble Witch | Word Mark | | CTM | European Community | | 08.08.2012 | 11106631 | 09, 25, 41 | Registered | 04.06.2013 | 11106631 |
| | | | IR | Australia, Switzerland, China, Japan, Korea, Republic of, Norway, Russian Federation, Turkey | 08.08.2012 | 08.02.2013 | | 09, 25, 41 | Pending | | 1150527 |
| | | | National | Japan | 08.08.2012 | 08.02.2013 | | 09, 25, 41 | Suspended | | 1150527 |
| | | | National | Australia | 08.08.2012 | 08.02.2013 | | 09, 25, 41 | Provisional Refusal | | 1150527 |
| | | | National | Korea, Republic of | 08.08.2012 | 08.02.2013 | | 09, 25, 41 | Provisional Refusal | | 1150527 |
| | | | National | Norway | 08.08.2012 | 08.02.2013 | | 09, 25, 41 | Provisional Refusal | | 1150527 |
| | | | National | Turkey | 08.08.2012 | 08.02.2013 | 3226077 | 09 | Provisional Refusal | | 1150527 |
| | | | National | Argentina | 08.08.2012 | 08.02.2013 | 3226078 | 25 | Pending | | |
| | | | National | Brazil | 08.08.2012 | 08.02.2013 | 3226079 | 41 | Pending | | |
| | | | National | Canada | 08.08.2012 | 08.02.2013 | 840420056 | 41 | Published | | |
| | | | National | Chile | 08.08.2012 | 08.02.2013 | 840420048 | 09 | Published | | |
| | | | National | Hong Kong | 08.08.2012 | 08.02.2013 | 840420030 | 25 | Published | | |
| | | | National | Indonesia | 08.08.2012 | 08.02.2013 | 1613351 | 09, 25, 41 | Pending | | |
| | | | National | Malaysia | 08.08.2012 | 08.02.2013 | 1045218 | 09, 25, 41 | Published | | |
| | | | National | Mexico | 08.08.2012 | 08.02.2013 | 302520972 | 09, 25, 41 | Pending | | |
| | | | National | Philippines | 08.08.2012 | 08.02.2013 | D00201300594 | 09 | Pending | | |
| | | | National | Taiwan, Province of China | 08.08.2012 | 08.02.2013 | D00201300592 | 25 | Pending | | |
| | | | National | United States | 08.08.2012 | 18.11.2005 | 100201300594 | 41 | Pending | | |
| | | | CTM | European Community | | 08.08.2012 | 2013051151 | 09 | Pending | | |
| | | | CTM | Australia, Switzerland, China, Colombia, Japan, Korea, Republic of, Morocco, Norway, New Zealand, Russian Federation, Turkey | 08.08.2012 | 08.02.2013 | 2013051152 | 41 | Pending | | |
| | | | IR | Argentina | 08.08.2012 | 08.02.2013 | 1346724 | 09 | Pending | | |
| | | | National | Argentina | 08.08.2012 | 07.02.2013 | 1346722 | 41 | Pending | | |
| | | | National | Argentina | 08.08.2012 | 07.02.2013 | 42013500396 | 09, 25, 41 | Pending | | |
| | | | National | Argentina | 08.08.2012 | 07.02.2013 | 102008057 | 09, 25, 41 | Pending | | |
| | | | National | Argentina | 08.08.2012 | 07.02.2013 | 85844423 | 09, 25, 41 | Pending | | |
| | | | National | Argentina | 08.08.2012 | 07.02.2013 | 4748332 | 09, 25, 38, 41 | Registered | 05.01.2007 | 4748332 |
| | | | National | Argentina | 08.08.2012 | 07.02.2013 | 11106713 | 09, 25, 41 | Registered | 05.07.2013 | 11106713 |
| | | | National | Argentina | 08.08.2012 | 07.02.2013 | 3225724 | 41 | Registered | | 1177239 |

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| Trademark | Type | Device | Application Type | Country | Priority Date | Application Date | Application No. | Classes | Status | Registration Date | Registration Number |
|-----------------|-----------|---|------------------|-----------------------------------|---------------|------------------|-----------------|-------------|------------|-------------------|---------------------|
| | | | | Canada | 11.10.2012 | 08.04.2013 | 1621558 | 09.25.41 | Pending | | |
| | | | | Chile | 11.10.2012 | 10.04.2013 | 1053373 | 09.25.41 | Pending | | |
| | | | | Hong Kong | 11.10.2012 | 05.04.2013 | 302569988 | 09.25.41 | Pending | | |
| | | | | India | 11.10.2012 | 10.04.2013 | 2511104 | 09 | Pending | | |
| | | | | | | | 2511105 | 25 | Pending | | |
| | | | | | | | 2511103 | 41 | Pending | | |
| | | | | Indonesia | 11.10.2012 | 11.04.2013 | 0002013016609 | 09 | Pending | | |
| | | | | | | | 0002013016625 | 25 | Pending | | |
| | | | | | | | 1002013016641 | 41 | Pending | | |
| | | | | Macau | 11.10.2012 | 09.04.2013 | N/74502 | 41 | Published | | |
| | | | | | | | N/74501 | 25 | Published | | |
| | | | | | | | N/74500 | 09 | Published | | |
| | | | | Malaysia | 11.10.2012 | 10.04.2013 | 2013053373 | 41 | Pending | | |
| | | | | | | | 2013053374 | 25 | Pending | | |
| | | | | | | | 2013053375 | 09 | Pending | | |
| | | | | South Africa | 11.10.2012 | 09.04.2013 | 2013/09108 | 41 | Pending | | |
| | | | | | | | 2013/09107 | 25 | Pending | | |
| | | | | | | | 2013/09105 | 09 | Pending | | |
| | | | | Taiwan, Province of China | 11.10.2012 | 09.04.2013 | 102018184 | 09.25.41 | Pending | | |
| | | | | Thailand | 11.10.2012 | 10.04.2013 | 888557 | 41 | Pending | | |
| | | | | | | | 888556 | 25 | Pending | | |
| | | | | | | | 888555 | 09 | Pending | | |
| | | | | Tunisia | 11.10.2012 | 10.04.2013 | TN/E/2013/00 | 09.25.41 | Pending | | |
| | | | | United States | 11.10.2012 | 11.10.2012 | 85733988 | 09.25.41 | Pending | | |
| | | | | Venezuela, Bolivarian Republic of | 11.10.2012 | 10.04.2013 | 2013-06475 | 41 | Pending | | |
| | | | | | | | 2013-06478 | 25 | Pending | | |
| | | | | | | | 2013-06479 | 09 | Pending | | |
| | | | | European Community | 11.10.2012 | 11.10.2012 | 11259207 | 09.25.41 | Published | | |
| Farm King | Word Mark | | CTM | European Community | 11.10.2012 | 11.10.2012 | 85251962 | 09.25.41 | Pending | | |
| | | | | United States | 11.10.2012 | 11.10.2012 | 85251962 | 09.25.41 | Pending | | |
| Hidden Stories | Word Mark | | National | United States | 14.01.2013 | 06.05.2013 | 85868073 | 09.25.41 | Pending | | |
| Hoop De Loop | Word Mark | | CTM | European Community | 08.08.2012 | 08.08.2012 | 11106689 | 09.25.41 | Registered | 04.06.2013 | 11106689 |
| | | | | United States | 08.08.2012 | 08.07.2013 | 85844428 | 09.25.41 | Pending | | |
| I Love Treasure | Word Mark | | CTM | European Community | 12.04.2013 | 12.04.2013 | 11735545 | 09.25.28.41 | Registered | 21.08.2013 | 11735545 |
| | | | | United States | 12.04.2013 | 08.10.2013 | 86882628 | 09.25.28.41 | Pending | | |
| King of Spades | Word Mark | | CTM | European Community | 15.01.2013 | 15.01.2013 | 11488749 | 09.25.41 | Registered | 29.05.2013 | 11488749 |
| | | | | United States | 15.01.2013 | 16.01.2013 | 85924320 | 09.25.41 | Pending | | |
| King.com | Device |  | CTM | European Community | | 19.12.2005 | 4791158 | 09.38.41.42 | Registered | 12.07.2007 | 4791158 |

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| Trademark | Type | Device | Application Type | Country | Priority Date | Application Date | Application No. | Classes | Status | Registration Date | Registration Number | | | | | | | | | | |
|------------------|-----------|---|------------------|--------------------|---------------|--------------------|-----------------|---|------------|--------------------|--|----------|---|------------|--------------------|------------|--|--------------|---------|--|---------|
| Kingde MYGAME | Device |  | National | Germany | | 07/09/2006 | 306558211 | 09, 38, 41, 42 | Registered | 12/01/2007 | 30655821 | | | | | | | | | | |
| | | | | | | 19/06/2007 | 6018717 | 09, 41, 42 | Registered | 04/04/2013 | 6018717 | | | | | | | | | | |
| | | | | | | European Community | CTM |  | National | European Community | 17/05/2006 | 5081013 | 16, 28 | Registered | 26/03/2007 | 5081013 | | | | | |
| | | | | | | | | | | | 10/08/2012 | 11112695 | 09, 25, 41 | Registered | 06/10/2013 | 11112695 | | | | | |
| | | | | | | | | | | | Australia, Switzerland, China, Japan, Korea, Republic of, Norway, Russian Federation, Turkey | IR |  | National | European Community | 08/02/2013 | | 09, 25, 41 | Pending | | 1151875 |
| | | | | | | | | | | | | | | | | 10/08/2012 | | 09, 25, 41 | Granted | | 1151875 |
| | | | | | | | | | | | | | | | | 10/08/2012 | | 08, 07, 2013 | Pending | | 1151875 |
| | | | | | | | | | | | | | | | | 10/08/2012 | | 08, 07, 2013 | Pending | | 1151875 |
| | | | | | | | | | | | | | | | | 10/08/2012 | | 08, 02, 2013 | Granted | | 1151875 |
| | | | | | | | | | | | | | | | | 10/08/2012 | | 08, 02, 2013 | Pending | | 1151875 |
| | | | | | | | | | | | | | | | | 10/08/2012 | | 08, 02, 2013 | Pending | | 1151875 |
| | | | | | | | | | | | | | | | | 10/08/2012 | | 08, 02, 2013 | Granted | | 1151875 |
| Papa Pear | Word Mark |  | CTM | European Community | 17/05/2006 | 5081013 | 16, 28 | Registered | 26/03/2007 | 5081013 | | | | | | | | | | | |
| | | | | | 10/08/2012 | 11112695 | 09, 25, 41 | Registered | 06/10/2013 | 11112695 | | | | | | | | | | | |

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| Trademark | Type | Device | Application Type | Country | Priority Date | Application Date | Application No. | Classes | Status | Registration Date | Registration Number |
|--------------|-----------|--------|---|------------|---------------|------------------|-----------------|------------|------------|-------------------|---------------------|
| Pepper Panic | Word Mark | | National | Argentina | 10.08.2012 | 08.07.2013 | 3225680 | 09 | Pending | | |
| | | | | | | | 3226082 | 25 | Pending | | |
| | | | | | | | 3226084 | 41 | Pending | | |
| | | | | Brazil | 10.08.2012 | 08.07.2013 | 840420005 | 41 | Published | | |
| | | | | | | | 840420021 | 25 | Published | | |
| | | | | Canada | 10.08.2012 | 08.07.2013 | 1613352 | 09, 25, 41 | Pending | | |
| | | | | Chile | 10.08.2012 | 08.07.2013 | 1045217 | 09, 25, 41 | Published | | |
| | | | | Hong Kong | 10.08.2012 | 08.07.2013 | 302520963 | 09, 25, 41 | Published | | |
| | | | | Indonesia | 10.08.2012 | 08.07.2013 | D0020130059409 | | Pending | | |
| | | | | | | | D0020130059425 | | Pending | | |
| | | | | | | | D0020130059441 | | Pending | | |
| | | | | Malaysia | 10.08.2012 | 08.07.2013 | 2013051155 | 09 | Pending | | |
| | | | | | | | 2013051154 | 25 | Pending | | |
| | | | | | | | 2013051153 | 41 | Pending | | |
| | | | | Mexico | 10.08.2012 | 08.07.2013 | 1346728 | 09 | Registered | 16.05.2013 | 1367831 |
| | | | 1346727 | 25 | Registered | 16.05.2013 | 1367830 | | | | |
| | | | 1346726 | 41 | Pending | | | | | | |
| | | | | | | | | | | | |
| | | | Philippines | 10.08.2012 | 08.07.2013 | 42013500395 | 09, 25, 41 | Pending | | | |
| | | | Taiwan, Province of China | 10.08.2012 | 08.07.2013 | 102008056 | 09, 25, 41 | Pending | | | |
| | | | United States | 10.08.2012 | 08.07.2013 | 8884443 | 09, 25, 41 | Pending | | | |
| | | | European Community | | 20.09.2012 | 11202272 | 09, 25, 41 | Registered | 23.05.2013 | 11202272 | |
| | | | CI M | | | | | | | | |
| | | | Australia, Belarus, Switzerland, China, Colombia, Egypt, Israel, Japan, Korea, Republic of, Morocco, Mexico, Norway, New Zealand, Philippines, Russian Federation, Singapore, Turkey, Ukraine, Viet Nam | 20.09.2012 | 20.03.2013 | | 09, 25, 41 | Pending | | 1167465 | |
| | | | Australia | 20.09.2012 | 20.03.2013 | | 09, 25, 41 | Granted | | 1167465 | |
| | | | Argentina | 20.09.2012 | 20.05.2013 | | | Pending | | | |
| | | | National | | | | | | | | |
| | | | Brazil | 20.09.2012 | 23.03.2013 | | | Pending | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | Canada | 20.09.2012 | 15.03.2013 | AA579 | 09, 25, 41 | Pending | | | |
| | | | Chile | 20.09.2012 | 20.03.2013 | 1050601 | 09, 25, 41 | Pending | | | |
| | | | Hong Kong | 20.09.2012 | 18.03.2013 | 302551527 | 09, 25, 41 | Published | | | |
| | | | Indonesia | 20.09.2012 | 20.03.2013 | D0020130126309 | | Pending | | | |
| | | | | | | D0020130126325 | | Pending | | | |
| | | | | | | D0020130126541 | | Pending | | | |
| | | | Malaysia | 20.09.2012 | 18.03.2013 | 2013052408 | 41 | Pending | | | |

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