

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613402

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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 |
| Alinea, Inc. | | 10/26/2020 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | SG Racing, Inc. | | |
| Street Address: | 5849 Pinto Place | | |
| City: | Rancho Cucamonga | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91739 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4435057 | BLOX | |
| Registration Number: | 3013964 | TURBO BLOX | |
| Registration Number: | 4353711 | 490 | |
| Registration Number: | 5014939 | DRAG SERIES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | sml@smlavvocati.com | | |
| Correspondent Name: | Stephen Lobbin | | |
| Address Line 1: | 4640 Cass Street #90142 | | |
| Address Line 4: | San Diego, CALIFORNIA 92109 | | |
| NAME OF SUBMITTER: | Joshua N. Osborn | | |
| SIGNATURE: | /Joshua N. Osborn/ | | |
| DATE SIGNED: | 12/09/2020 | | |
| Total Attachments: 3 | | | |
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| source=SCAN469#page2.tif | | | |
| source=SCAN469#page3.tif | | | |

OP \$115.00 4435057

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of October 26, 2020, by Alinea, Inc., a California corporation (Assignor"), in favor of SG Racing, Inc., a California corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration and application listed in Appendix A attached hereto, including any common law trademark rights therefor (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated September 24, 2020 (the "Agreement"), under which Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment is deemed to be executed and delivered within the State of California, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of California without regard to its conflicts of law principles.

Assignor has duly executed this Assignment on this ____ day of November, 2020.

ALINEA, INC.

By:  _____

Name: David Shih

Title: CEO

APPENDIX A

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg.Date</u> | <u>App. No.</u> | <u>App. Date</u> |
|--------------------|------------------------|------------------------|------------------------|-------------------------|
| Blox | 4435057 | 11/19/2013 | 85762277 | 10/24/2012 |
| Circuit Hero | 4585121 | 8/12/2014 | 85747702 | 10/7/2012 |
| Turbo Blox | 3013964 | 11/8/2005 | 78329130 | 11/17/2003 |
| 490 | 4353711 | 6/18/2013 | 85762277 | 10/23/2012 |
| Drag Series | 5014939 | 8/2/2016 | 86913225 | 2/19/2016 |