

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WGAMES Inc.		03/17/2021	Corporation: CANADA
WGAMES Incorporated		03/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Third Eye Capital Corporation		
Street Address:	181 Bay Street, Suite 2830		
Internal Address:	Brookfield Place, Bay Wellington Tower		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2T3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87921244	NEVERLAND QUEST	
Serial Number:	87921299	FINDING NEVERLAND	
Serial Number:	87921469	NEVERLAND BINGO	
Serial Number:	87921336	NEVERLAND CASINO	
Serial Number:	88493784	JACKPOT PLANET	
Registration Number:	6127214	WGAMES	
Registration Number:	5865129		
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		

CH \$190.00 87921244

SIGNATURE:	/Gregory Esau/
DATE SIGNED:	03/18/2021
Total Attachments: 4 source=WGAMES - U.S. Intellectual Property Security Agreement#page1.tif source=WGAMES - U.S. Intellectual Property Security Agreement#page2.tif source=WGAMES - U.S. Intellectual Property Security Agreement#page3.tif source=WGAMES - U.S. Intellectual Property Security Agreement#page4.tif	

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of March 17, 2021, is made by and among WGAMES Incorporated, a Delaware corporation, and WGAMES Inc., a corporation organized under the laws of Ontario (collectively, the "Grantors"), to and in favour of Third Eye Capital Corporation (together with any successors, the "Secured Party").

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and among, inter alios, the Grantors and the Secured Party (as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), WGAMES Incorporated has agreed to issue and sell the Notes to certain Holders party thereto, subject to the terms and provisions of the Note Purchase Agreement;

AND WHEREAS, in connection with the Note Purchase Agreement, the Grantors have agreed to execute and deliver one or more general security agreements dated as of the date hereof (together with all amendments, supplements, reinstatement and other modifications, if any, from time to time made thereto, collectively, the "General Security Agreements") in favour of the Secured Party in its capacity as Security Agent for the Holders;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Note Purchase Agreement or in the General Security Agreements, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Grantors' obligations under the Loan Documents, each Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party, a security interest in all of such Grantor's right, title and interest in, to and under the following property, now owned or hereinafter acquired or existing (collectively, the "IP Collateral"):

(a) all trademarks, patents, copyrights and industrial designs, existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including filed pending applications, including, but not limited to, registrations, recordings and applications in any office or agent of the United States of America, including those described in Schedule "A" hereto, and including all reissues, extensions or renewals thereof, but excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the ability to register such applications or the validity or enforceability of registrations issuing from such applications;

(b) all licenses and other agreements providing such Grantor with the right to use any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any IP Collateral described in clause (a) and to the extent applicable, clause (b), including any claim and causes of action for damages, restitution, and injunctive and other legal and equitable relief for past, present or future infringement, dilution, misappropriation, violation, misuse, breach, or default, any injury to the goodwill associated with the use of any such IP Collateral, or for breach or enforcement of any license and all rights corresponding thereto throughout the world (the foregoing, collectively, "Claims"), provided, however, that the Secured Party shall have the right, but not the obligation, to pursue any and all Claims; and

(e) all proceeds of, and rights associated with, the foregoing.

SECTION 3. General Security Agreements. This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest of the Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security granted by the Grantors to the Secured Party under the General Security Agreements. The General Security Agreements (and all rights and remedies of the Secured Party) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security in the IP Collateral granted hereby are more fully set forth in the General Security Agreements.

SECTION 5. Note Purchase Agreement, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Note Purchase Agreement or the General Security Agreements, the provisions of the Note Purchase Agreement or the General Security Agreements, as applicable, shall take precedence over those contained herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts by telecopy or other electronic transmission, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank.]

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

WGAMES INCORPORATED
as Grantor

By: *Daniel Kajouie*
Name: Daniel Kajouie
Title: President

WGAMES INC.
as Grantor

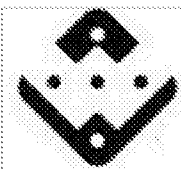
By: *Daniel Kajouie*
Name: Daniel Kajouie
Title: President

SCHEDULE "A"

U.S. Patents

Country	Application Title	Current Owner / Applicant	Patent/ Application No.	Issue Date
US	Virtual Globe	WGAMES INCORPORATED	62/683,862	Pending
US	Scrollable Wheel Interface	WGAMES INCORPORATED	62/683,854	Pending
US	Team Play	WGAMES INCORPORATED	62/716,455	Pending

U.S. Trademarks

Country	Current Owner / Applicant	Trademark	Registration Date	Registration No. / Application No.
US	WGAMES INCORPORATED	NEVERLAND QUEST	May 15, 2018	87921244
US	WGAMES INCORPORATED	FINDING NEVERLAND	May 15, 2018	87921299
US	WGAMES INCORPORATED	NEVERLAND BINGO	May 15, 2018	87921469
US	WGAMES INCORPORATED	NEVERLAND CASINO	May 15, 2018	87921336
US	WGAMES INCORPORATED	JACKPOT PLANET	Jun 28, 2018	88493784
US	WGAMES, INC.	WGAMES	Aug 18, 2020	6127214
US	WGAMES, INC.	Diamond Symbol (Design Only) 	Sep 24, 2019	5865129