

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NTN Buzztime, Inc.		03/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	eGames.com Holdings LLC		
Street Address:	6965 El Camino Real Suite 105, Box 515		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92009		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	1969606	PLAYMAKER	
Registration Number:	1963326	PLAYERSPLUS	
Registration Number:	5757035	ONLY THE SMART WILL SURVIVE	
Registration Number:	5911518	COUNTDOWN	
Registration Number:	5578029	BUZZTIME SMARTEST BAR	
Registration Number:	5558300	SMARTEST BAR	
Registration Number:	4631135	MOBILE PLAYMAKER	
Registration Number:	4547667	BUZZTIME	
Registration Number:	4910172	BUZZTIME	
Registration Number:	4431581	BRAINBUSTER	
Registration Number:	4241950	BUZZTIME	
Registration Number:	3978015	COUNTDOWN	
Registration Number:	4067278	STUMP! TRIVIA QUIZ	
Registration Number:	3294791	BUZZTIME	
Registration Number:	3866821	BUZZTIME TRENDALICIOUS TRIVIA	
Registration Number:	3866819	TRENDALICIOUS TRIVIA	
Registration Number:	4309368	THE PULSE	
Registration Number:	3484033	PREDICT THE PLAY	
Registration Number:	3285125	PROHOST	

OP \$590.00 1969606

Property Type	Number	Word Mark
Registration Number:	2701999	SIX
Registration Number:	2939250	SHOWDOWN
Registration Number:	2794440	TUNED IN
Registration Number:	2460367	BUZZTIME

CORRESPONDENCE DATA

Fax Number: 8588761516

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: 8587351097

Email: tom@thibaultpatentgroup.com

Correspondent Name: Thomas Thibault

Address Line 1: PO box 722112

Address Line 4: San Diego, CALIFORNIA 92172

NAME OF SUBMITTER:	Thomas Thibault
SIGNATURE:	/Thomas Thibault/
DATE SIGNED:	06/11/2021

Total Attachments: 9

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PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT (this “Patent and Trademark Assignment”), is entered into as of March 26, 2021, by and between eGames.com Holdings LLC, a Nevada limited liability company (“Assignee”) and Brooklyn ImmunoTherapeutics, Inc. (fka NTN Buzztime, Inc.), a Delaware corporation (“Assignor”). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of September 18, 2020, by and between Fertilemind Management, LLC, a Delaware limited liability company (“Fertilemind”), and Assignor, as amended on each of November 19, 2020 and January 12, 2021 (as amended, the “Asset Purchase Agreement”).

WITNESSETH:

WHEREAS, Fertilemind assigned all of its rights and obligations under the Asset Purchase Agreement to Assignee.

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Assignor agrees to sell to Assignee, and Assignee agrees to purchase from Assignor, Assignor’s entire right, title, and interest in certain of Assignors’ patents and trademarks and associated rights and interests, and Assignee desires to secure such right, title and interest.

NOW, THEREFORE, be it known by all whom it may concern, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor agrees to and hereby does assign, transfer and set over to Assignee, its successors and assigns, and Assignee hereby accepts, all of each Assignor’s entire right, title and interest throughout the world in and to the following:

a. the patents and patent applications set forth on Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

b. the trademark registrations and applications set forth on Schedule B hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

c. 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;

d. 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

e. 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.

Such rights, collectively, the “Rights”.

2. Assignor agrees upon the request (and at the expense) of Assignee (or its successors, assigns, or legal representatives) to: (a) execute all oaths, assignments, powers and other documents, (b) testify in any proceedings, and (c) otherwise fully cooperate with Assignee, in each case to the extent reasonably necessary to perform Assignor’s obligations hereunder in connection with transferring, securing, perfecting, enforcing and defending the Patents and Trademarks and Assignee’s rights related to this Patent and Trademark Assignment. In furtherance of the foregoing, Assignor hereby grants to Assignee a limited power-of-attorney with full power of substitution, to execute, deliver and file any documents that Assignor would otherwise be obligated to execute, deliver or file pursuant to this Section 2, with the same legal force and effect as if executed, delivered or filed by Assignor, and such limited power of attorney shall be deemed coupled with an interest for the purposes of effecting the foregoing assignment; provided, however, that any action taken, and copies of any documents executed, delivered or filed, by Assignee in accordance with that limited power of attorney shall be disclosed and furnished to Assignor and its attorney as soon as practical under the circumstances.

3. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent and Trademark Assignment upon request by Assignee.

4. From time to time if necessary, each of the parties hereto shall execute and deliver all such further assignments or other instruments of conveyance and transfer as the other party may reasonably request for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Patent and Trademark Assignment.

5. Assignor agrees not to take any action with the intent to prevent or otherwise interfere with Assignee’s or its licensees’ or successors’ use of the Patents, the Trademarks or the Rights, and hereby covenants not to sue Assignee under any trademark, patent or other proprietary rights Assignor has in the Patents, the Trademarks or the Rights in connection with Assignee’s use of the Patents, the Trademarks or the Rights.

6. Except as provided for in Sections 4 and 5 hereof, nothing in this Patent and Trademark Assignment shall alter any liability or obligation of Assignor or Assignee arising under the Asset Purchase Agreement, which shall govern the representations, warranties, rights and obligations of the parties with respect to the Patents and Trademarks. In the event of any conflict or ambiguity between the terms hereof and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and be controlling.

7. This Patent and Trademark Assignment will be governed by and construed in accordance with the domestic laws of the State of Delaware for contracts entered into and to be performed in such state without giving effect to any choice or conflict of law provision or rule

(whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.


8. This Patent and Trademark Assignment may be executed in counterparts, all of which taken together shall constitute one agreement. For purposes of this Patent and Trademark Assignment, signatures delivered by facsimile or by PDF or any other electronic format shall be accepted and binding as original signatures.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned parties have duly executed and delivered this
this Patent and Trademark Assignment as of the date first set forth above.

ASSIGNOR:

**BROOKLYN IMMUNOTHERAPEUTICS, INC.
(FKA NTN BUZZTIME, INC.)**

By: 
Name: Ronald Guido
Title: Chief Executive Officer

ASSIGNEE:

EGAMES.COM HOLDINGS LLC

By: _____
Name: Aram Fuchs
Title: Manager

[Signature Page to Patent and Trademark Assignment]

IN WITNESS WHEREOF, the undersigned parties have duly executed and delivered this
this Patent and Trademark Assignment as of the date first set forth above.

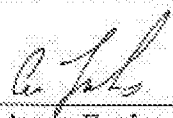
ASSIGNOR:

**BROOKLYN IMMUNOTHERAPEUTICS, INC.
(FKA NTN BUZZTIME, INC.)**

By: _____
Name: Ronald Guido
Title: Chief Executive Officer

ASSIGNEE:

EGAMES.COM HOLDINGS LLC

By:  _____
Name: Aram Fuchs
Title: Manager

SCHEDULE A

Patents

Issued Patents - United States and Canada

1. US Pat. No. 8,562,438
Title: **“System and Method for Television-Based Services”**
Claims directed to a system including set-top box that runs a “game client” and a “protocol converter” that converts messages from the set-top box in one protocol to another protocol used by a “server cluster”.
Filing Date: Oct. 26, 2007
Issue Date: Oct. 22, 2013
2. US Pat. No. 8,562,442
Title: **“Interactive Gaming Via Mobile Playmaker”**
Claims directed towards allowing a mobile device to participate in in-venue gaming by determining a location of the mobile device and directing the mobile device to communicate with an in-venue server near the mobile device.
Filing Date: June 3, 2011
Issue Date: Oct. 22, 2013
3. US Pat. No. 8,790,186
Title: **“User-Controlled Entertainment System, Apparatus and Method”**
“Live” Patent - Claims directed towards an in-venue game that may be “controlled” by a wireless communication device operator in the venue by granting an “exclusive privilege” to one of the wireless communication device operators.
Filing Date: February 6, 2014
Issue Date: July 29, 2014
4. US Pat. No. 8,898,075
Title: **“Electronic menu system and method”**
Generating custom, electronic menus for customers based on previous dining experiences.
Filing Date: September 11, 2012
Issue Date: November 25, 2014
5. US Pat. No. 9,044,681
Divisional of US Pat. No. 8,562,438
Title: **“System and method for television-based services”**
Allows users of different “television service providers” to interact with each (e.g., play games) via their respective set-top boxes.
Filing Date: October 16, 2013
Issue Date: June 2, 2015
6. US Pat. No. 9,358,463
Title: **“Interactive Gaming Via Mobile Playmaker”**

Divisional Application of US Patent No. 8,562,442 - Attempts to get broader claims to an in-venue gaming system that allows players to use custom game controllers or their own mobile devices to play games.

Filing Date: Oct. 16, 2013

Issue Date: June 7, 2016

7. US Pat. No. 9,498,713

Title: **“User-Controlled Entertainment System, Apparatus and Method”**

Divisional of “Live” patent - Describes a “live” gaming system, where the player who has received an exclusive privilege to control the game may receive information regarding the number of teams/individuals who have signed up to play, how many teams/individuals have provided an answer to a trivia question during the “countdown”, and how many have answered correctly.

Filing Date: July 28, 2014

Issue Date: November 22, 2016

8. US Pat. No. 10,410,188

Title: **“Electronic Check Splitting System, Method and Apparatus”**

Describes electronic check splitting

Filed: March 11, 2015

Issue Date: Sept. 10, 2019

9. Canadian Patent No: 2741999

Title **“Interactive Gaming Via Mobile Playmaker”**

Same subject matter as US Pat. No. 8,562,442

Filed: June 3, 2011

Issue Date: July 30, 2019

Pending Patent Applications - United States

1. U.S. patent application serial no: 14/866,868

Title: **“Sports-Based Rewards System, Method and Apparatus”**

Filed: 9/26/2015

Describes a sports-based prediction game where players are rewarded for their correct sports predictions made before a sporting event occurs, or during the event.

Status: Abandoned

2. U.S. patent application serial no: 15/173,648

Title: **“Interactive Gaming Via Mobile Playmaker”**

Filed: 11/21/2016

Divisional of 9,358,463 – Describes a variation of allowing players to use custom game controllers or their own mobile devices to play games

Status: Filed RCE on April 6, 2019 - Still pending as of Jan. 22, 2020

SCHEDULE B

Trademarks

	Mark	Country	Serial #	Registration Number	Registration Date	Entity
1	BUZZTIME PLAY ALONG TV (Canada)	Canada	1343616	TMA709290	03/12/2008	Buzztime Entertainment
2	BUZZTIME (Canada)	Canada	1343871	TMA733121	01/23/2009	Buzztime Entertainment
3	PLAYMAKER	United States	74/623,043	1,969,606	04/23/1996	NTN Buzztime, Inc.
4	PLAYERSPLUS	United States	74/664,129	1,963,326	03/19/1996	NTN Buzztime, Inc.
5	BUZZTIME	United States	75/783,777	2,460,367	06/12/2001	Buzztime Entertainment
6	PROHOST	United States	86/116,776	4,591,877	8/28/2007	NTN Buzztime, Inc.
7	SIX	United States	76/348,531	2,701,999	04/01/2003	NTN Buzztime, Inc.
8	TUNED IN	United States	76/488,937	2,794,440	12/16/2003	NTN Buzztime, Inc.
9	SHOWDOWN	United States	76/548,260	2,939,250	04/12/2005	NTN Buzztime, Inc.
10	PREDICT THE PLAY	United States	77/349,324	3,484,033	08/12/2008	NTN Buzztime, Inc.
11	THE PULSE	United States	77/866,372	4,309,368	03/26/2013	NTN Buzztime, Inc.
12	TRENDALICIOUS TRIVIA	United States	77/943,615	3,866,819	10/26/2010	NTN Buzztime, Inc.
13	BUZZTIME TRENDALICIOUS TRIVIA	United States	77/943,659	3,866,821	10/26/2010	NTN Buzztime, Inc.
14	BUZZTIME	United States	78/564,223	3,294,791	09/18/2007	Buzztime Entertainment
15	COUNTDOWN	United States	85/172,555	3,978,015	06/14/2011	NTN Buzztime, Inc.
16	BUZZTIME	United States	85/590,521	4,241,950	11/13/2012	NTN Buzztime, Inc.
17	BRAINBUSTER	United States	85/854,071	4,431,581	11/12/2013	NTN Buzztime, Inc.
18	BUZZTIME	United States	86/107,316	4,547,667	06/10/2014	NTN Buzztime, Inc.
19	MOBILE PLAYMAKER	United States	86/107,344	4,631,135	11/04/2014	NTN Buzztime, Inc.
20	BEOND POWERED BY BUZZTIME	United States	86/116,776	4,591,877	08/26/2014	NTN Buzztime, Inc.
21	BUZZTIME	United States	86/978,014	4,910,172	03/01/2016	NTN Buzztime, Inc.
22	COUNTDOWN	United States	87/268,842	5,911,518	11/19/2019	NTN Buzztime, Inc.
23	BUZZTIME SMARTEST BAR	United States	87/268,923	5,578,029	10/09/2018	NTN Buzztime, Inc.

	Mark	Country	Serial #	Registration Number	Registration Date	Entity
24	SMARTEST BAR	United States	87/268,941	5,558,300	09/11/2018	NTN Buzztime, Inc.
25	ONLY THE SMART WILL SURVIVE	United States	88/148,073	5,757,035	05/21/2019	NTN Buzztime, Inc.

Registered Copyrights:

Type of Work: Text
Registration Number / Date: TX0007308876 / 2011-01-18
Application Title: Fred Willard's Magnificent Movie Trivia.
Title: Fred Willard's Magnificent Movie Trivia.
Description: Book, 270 p.
Copyright Claimant: Buzztime Entertainment, Inc., Transfer: By written agreement.
Address: 5966 La Place Court, Suite 100, Carlsbad, CA, 92008.
Date of Creation: 2010
Date of Publication: 2010-11-02
Nation of First Publication: United States
Authorship on Application: Fred Willard; Domicile: United States; Citizenship: United States.
Authorship: text.
Names: Willard, Fred
Buzztime Entertainment, Inc.