

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661927

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900624305

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TRUEBET GLOBAL HOLDINGS LIMITED		05/05/2021	Company: GUERNSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	Alen Solutions Limited
<b>Street Address:</b>	68 Connaught Road Central
<b>Internal Address:</b>	Suite A, 19/F, Two Chinachem Plaza
<b>City:</b>	Hong Kong
<b>State/Country:</b>	HONG KONG
<b>Entity Type:</b>	Company: HONG KONG

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5098118	

**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:** 8013374500  
**Email:** nwells@legendslaw.com  
**Correspondent Name:** Nicholas D. Wells  
**Address Line 1:** 330 Main St.  
**Address Line 4:** Kaysville, UTAH 84037

<b>ATTORNEY DOCKET NUMBER:</b>	4681.29
<b>NAME OF SUBMITTER:</b>	Nicholas D. Wells
<b>SIGNATURE:</b>	/Nicholas Wells/
<b>DATE SIGNED:</b>	07/22/2021

**Total Attachments: 7**

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DATED 5<sup>TH</sup> MAY 2021

(1) TRUEBET GLOBAL HOLDINGS LIMITED

- and -

(2) ALEN SOLUTIONS LIMITED

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CONFIRMATORY TRADE MARK AND  
GOODWILL ASSIGNMENT

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THIS ASSIGNMENT is made on

5<sup>TH</sup> MAY 2021

**BETWEEN:**

- (1) **Truebet Global Holdings Limited**, a company incorporated under the laws of Guernsey with company number 53375, whose address is at PO Box 142, The Beehive, Rohais, St Peter Port, GY1 3HT, Guernsey ("**Assignor**");
- (2) **Alen Solutions Limited**, a company incorporated under the laws of Hong Kong with company number 2894353, whose address is at Suite A, 19/F, Two Chinachem Plaza, 68 Connaught Road Central, Hong Kong ("**Assignee**").

**WHEREAS:**

- A. The Assignor is the owner of the Trade Marks and the Goodwill.
- B. The Assignor assigned and transferred all its rights, title and interest in and to the Trade Marks and the Assignee accepted that assignment and transfer by virtue of the Asset Transfer Agreement.
- C. The Assignor wishes to confirm the assignment and transfer of its rights, title and interest in and to the Trade Marks and assign and transfer all its rights, title and interest in and to the Goodwill to the Assignee, all in accordance with the provisions of this Assignment.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. **DEFINITIONS**

1.1 In this Assignment, the following words shall have the following meanings:

Asset Transfer Agreement	The Assets and Liabilities Transfer, Assignment, and Novation Agreement entered into by the Parties on 2 March 2021.
Goodwill	The goodwill attaching to and symbolised by the Trade Marks.
Parties	The Assignor and the Assignee; and "Party" shall mean any of them.
Trade Marks	The Registered Trade Marks and the Trade Mark Applications listed in the Schedule including any extensions thereof.

1.2 Clause and schedule headings do not affect the interpretation of this Assignment.

- 1.3 The schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment and any reference to this Assignment includes the schedules.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 In this Assignment, (a) where the word "include" or "including" is used it shall be understood as meaning "include without limitation" or "including without limitation" as appropriate;
- 1.6 Any obligation in this agreement on a party to this Agreement not to do something includes an obligation not to agree or allow that thing to be done.
- 1.7 References to "this Assignment" include this Assignment as amended, or varied, in accordance with its terms.

## 2. ASSIGNMENT

- 2.1 In confirmation of the consideration set out in the Asset Transfer Agreement and in payment of HKD1.00, now paid by the Assignee to the Assignor (receipt of which is acknowledged), the Assignor hereby confirms the assignment and transfer of the Trade Marks to the Assignee absolutely and with full title guarantee all their respective rights, title and interests therein; and assigns and transfers the Goodwill to the Assignee absolutely and with full title guarantee of all their respective rights, title and interests therein; which confirmation, assignment and transfer is hereby accepted by the Assignee.
- 2.2 The assignment effected by the Asset Transfer Agreement and this Clause 2.1 shall include the assignment and transfer of:
- (a) all trade marks listed, or that may be granted pursuant to any applications listed, in the Schedule including any extensions thereof;
  - (b) the right to apply for and obtain any item of intellectual property referred to in Clause 2.2(a) above including the right to claim priority and/or seniority from any of the Trade Marks;
  - (c) such rights, if any, as may be conveyed by the ownership of the Assigned Property in respect of registering (i) the name of any company or other corporation; and (ii) any domain name;
  - (d) without limiting Clause 2.2(c) above, the entire right, title and interest in and to the existing and/or future copyright and rights in the nature of copyright that may subsist in the Trade Marks throughout the world for the full term of the copyright in them and all renewals or extensions of such rights; and
  - (e) all rights of action, powers and benefits arising from ownership of the Assigned Property, including the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on, or after the date of this Assignment.

- 2.3 The Assignor warrants and undertakes that:
- (a) it shall not, and shall not permit any third party to, use the Trade Marks or any of the Goodwill;
  - (b) it shall not, and shall not permit or assist any third party to, make any application to register in any country of the world (i) any of the Trade Marks; (ii) any company or other corporation with a name that incorporates any of the Trade Marks; or (iii) any domain name that incorporates any of the Trade Marks;
  - (c) it shall not bring any claim or other action against the Assignee in respect of any use or other activity in relation to the Trade Marks or the Goodwill;
  - (d) nothing in this Assignment shall prevent or preclude the Assignee from building up their own rights and goodwill in the Trade Marks; and
  - (e) it shall transfer to the Assignee such rights as it may have in law to prevent the unauthorised use of the Trade Marks and the Goodwill, including such rights under the law of passing off, unfair competition, and otherwise.

2.4 The Assignor shall:

- (a) execute, acknowledge, and deliver such further documents; and
- (b) give such assistance; as the Assignee may require at the Assignee's expense to secure the vesting in the Assignee of all rights in the Assigned Property.

### **3. THIRD PARTY RIGHTS**

3.1 No one other than a Party to this Assignment, their successors and permitted assignees shall have any right to enforce any of its provisions.

3.2 This Assignment does not create any right enforceable by any person who is not a Party.

### **4. GOVERNING LAW AND JURISDICTION**

4.1 This Assignment and any disputes or claims arising out of, or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Island of Guernsey.

- 4.2 The parties irrevocably agree that the courts of Guernsey shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 4.3 Notwithstanding the preceding clause, any question concerning the validity of any of the Trade Marks shall be subject to the law and jurisdiction of the country in which such trade mark right exists.

**Agreed by the Parties:**

**For and on behalf of:**  
**Truebet Global Holdings Limited**

  
\_\_\_\_\_  
Signed

*Gabriel Hadjilamarianos on behalf of Ungvar Duke Holdings Ltd.*  
\_\_\_\_\_  
Print name

*Director*  
\_\_\_\_\_  
Job title

*6/05/2021*  
\_\_\_\_\_  
Date

**For and on behalf of:**  
**Alen Solutions Limited**

  
\_\_\_\_\_  
Signed

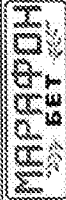
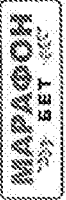
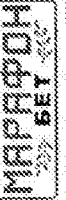
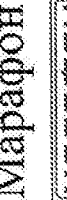
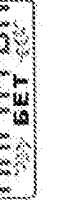
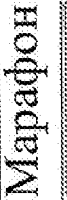
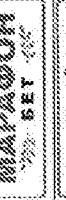
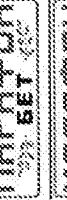
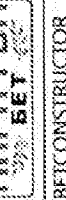
*Gabriel Hadjilamarianos on behalf of Ungvar Duke Holdings Ltd.*  
\_\_\_\_\_  
Print name

*Director*  
\_\_\_\_\_  
Job title

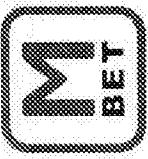




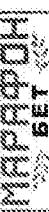
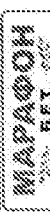
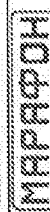

*6/05/2021*  
\_\_\_\_\_  
Date

SCHEDULE

Registered Trade Marks

Country	Trade Mark	Number	Filing Date	Registration Date	Classes	Case Status	Next Renewal Date
Australia		1682711	23/09/2015	21/10/2015	09, 16, 35, 36, 41	Registered	23/03/2025
Belarus		060504	22/09/2016	15/06/2017	41	Registered	22/09/2026
Canada		TMA1026943	04/07/2014	17/06/2019	09, 16, 35, 36, 41	Registered	17/06/2029
Curacao		15325	31/03/2011	31/05/2011	09, 16, 28, 35, 41	Registered	31/03/2021
Curacao		17199	15/07/2014	18/12/2014	09, 16, 35, 36, 41	Registered	15/07/2024
European Union		011861069	31/05/2013	23/10/2013	09, 16, 35, 36, 41	Registered	31/05/2023
European Union		015749815	12/08/2016	19/12/2016	09, 16, 35, 36, 41	Registered	12/08/2026
European Union		013046008	01/07/2014	25/11/2014	09, 16, 35, 36, 41	Registered	01/07/2024
Guernsey		GGT8071	02/07/2014	02/07/2014	09, 16, 35, 36, 41	Registered	02/07/2024
Russian Federation	BEICONSTRUCTOR	604745	24/09/2015	08/02/2017	09, 16, 35, 36, 41	Registered	24/09/2025
Russian Federation	CONSTRUCTOR	628579	06/10/2015	04/09/2017	09, 41	Registered	06/10/2025



Country	Trade Mark	Number	Filing Date	Registration Date	Classes	Case Status	Next Renewal Date
Russian Federation		559425	02/07/2014	10/12/2015	09, 16, 35, 36, 41	Registered	02/07/2024
Russian Federation		654285	18/08/2016	27/04/2018	09, 16, 35, 36, 41	Registered	18/08/2026
Russian Federation	MARATHON	527584	08/11/2011	24/11/2014	41	Registered	08/11/2021
Russian Federation		299835	22/07/2005	22/12/2005	35, 36, 41	Registered	22/07/2025
Russian Federation		299834	22/07/2005	22/12/2005	35, 36, 41	Registered	22/07/2025
Russian Federation		666031	19/08/2017	07/08/2018	41	Registered	19/09/2027
Russian Federation		659879	02/07/2014	15/06/2018	09, 16, 35, 36, 41	Registered	02/07/2024
United Kingdom	Μαραθoν	UK00911861069	31/05/2013	23/10/2013	09, 16, 35, 36, 41	Re-Registered (Brexit)	31/05/2023
United Kingdom	Μαραθoн	2598173	17/10/2011	09/03/2012	09, 16, 35, 36, 41	Registered	17/10/2021
United Kingdom		UK00915749815	12/08/2016	19/12/2016	09, 16, 35, 36, 41	Re-Registered (Brexit)	12/09/2026
United Kingdom		UK00913046008	01/07/2014	25/11/2014	09, 16, 35, 36, 41	Re-Registered (Brexit)	01/07/2024
United States of America		5098118	02/07/2014	13/12/2016	09, 16, 35, 36, 41	Registered	13/12/2026

TRADEMARK