

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM674128

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lotto Sport Italia S.p.A.		08/17/2021	Società Per Azioni (Spa): ITALY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LTWHP, LLC		
<b>Street Address:</b>	530 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2395316	LOTTO	
<b>Registration Number:</b>	1379243	LOTTO	
<b>Registration Number:</b>	1638407	LOTTO	
<b>Registration Number:</b>	2452969		
<b>Registration Number:</b>	1378169		
<b>Registration Number:</b>	1023806	LOTTO	
<b>Registration Number:</b>	2347644	LOTTO	
<b>Registration Number:</b>	2514566	LOTTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	trademark@whp-global.com		
<b>Correspondent Name:</b>	Gregg Donnenfeld		
<b>Address Line 1:</b>	530 Fifth Avenue,		
<b>Address Line 2:</b>	In Care of LTWHP, LLC		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Ephraim Zinkin		
<b>SIGNATURE:</b>	/Effy Zinkin/		

CH \$215.00 2395316

<b>DATE SIGNED:</b>	09/13/2021
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**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of August 17, 2021 ("Effective Date") (this "Assignment"), is entered into by and between Lotto Sport Italia S.p.A. ("Assignor") and LTWHP, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are each a "Party", and together, the "Parties".

### A. WITNESSETH:

**WHEREAS**, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of its right, title and interest in, to and under all of the trademark registrations and trademark applications listed in Exhibit A (the "Transferred Marks"), and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing;

**WHEREAS**, Assignor is the owner of the Transferred Marks and all goodwill connected with the use of and symbolized by the foregoing; and

**WHEREAS**, Assignor and Assignee now desire to execute and deliver this Assignment evidencing and effecting the sale, transfer, assignment, conveyance and delivery to the Assignee of the Assignor's right, title and interest in, to and under the Transferred Marks, and all goodwill connected with the use of and symbolized by the foregoing.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, free and clear of all liens and encumbrances of any and every kind, nature and description, and Assignee hereby accepts, all of Assignor's entire worldwide right, title and interest in, to and under all of the Transferred Marks and any renewals thereof, all registrations that have been or may be granted thereon, all applications for registration thereof, all common law rights thereto and all goodwill connected with the use of and symbolized by the foregoing, including (a) the rights to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Transferred Marks, including all rights to sue for and recover and retain damages and obtain equitable relief for present, past and future infringement (before or after issuance), misappropriation, dilution or other violation of any of the rights assigned hereby and that may have accrued prior to the date of this Assignment, or may accrue after the date of this Assignment; (b) all rights to collect past and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Transferred Marks; (c) the right to prosecute, register, maintain and defend the Transferred Marks before any public or private agency, office or registrar; (d) the right, if any, to claim priority based on the filing dates of the Transferred Marks under any Law; (e) all other rights in and to the Transferred Marks throughout the respective jurisdictions in which Assignor holds rights, for Assignee's own use and behalf and to the full end of the term or terms of which any Transferred Marks may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale, transfer, assignment, conveyance and delivery not been made; and (f) all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing.
2. **Recordation**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any other jurisdiction or organization whose duty is to issue

any applicable intellectual property or any legal equivalent thereof, to record and register the Assignee as the assignee and owner of all right, title and interest in, to and under the applicable Transferred Marks, and to deliver to Assignee and to Assignee's attorneys, agents, representatives, successors or assigns, all official documents and communications as may be warranted by this Assignment.

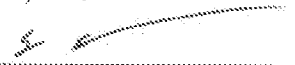
3. **Absolute Assignment.** The Parties intend that the assignments effected by this Assignment shall constitute absolute and unconditional assignments.
4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws rules thereof.
5. **General Provisions.** Whenever the word "including" is used in this Assignment, it shall be deemed to be followed by the words "without limitation" and whenever the word "or" is used in this Assignment, it is used in the inclusive sense of "and/or." The headings and captions contained in this Assignment are provided for convenience only and will not affect its construction or interpretation. This Assignment may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect. Any such term or provision held invalid, illegal, or incapable of being enforced only in part or degree will remain in full force and effect to the extent not held invalid, illegal, or incapable of being enforced. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, such term or provision is hereby deemed modified to give effect to the original written intent of the Parties to the greatest extent consistent with being valid and enforceable under applicable law. This Assignment may be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Assignment, executed by all Parties. The failure of a Party to insist upon strict adherence to any term or provision of this Assignment on any occasion shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or provision or any other term or provision of this Assignment. This Assignment is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on their behalf as of the Effective Date.

ASSIGNEE

LTWHP, LLC

By:  .....

Name: Yehuda Shmidman

Title: Chairman & Chief Executive Officer

*[Signature Page to Trademark Assignment Agreement – LSI Marks – United States of America]*

**TRADEMARK**  
**REEL: 007420 FRAME: 0117**

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on their behalf as of the Effective Date.

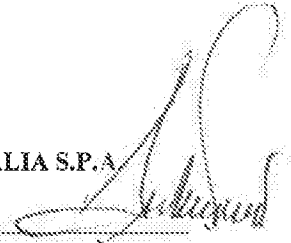
**ASSIGNOR**

**LOTTO SPORT ITALIA S.P.A.**

By: \_\_\_\_\_

Name: Andrea Tomat

Title: Chairman & CEO



*[Signature Page to Trademark Assignment Agreement – LSI Marks – United States of America]*

**TRADEMARK**  
**REEL: 007420 FRAME: 0118**

**EXHIBIT A**

**TRANSFERRED MARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Territory</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
LOTTO	Lotto Sport Italia S.p.A.	USA	75-724,178	6/8/1999	2,395,316	1/16/2021
LOTTO	Lotto Sport Italia S.p.A.	USA	74/994,886	8/14/1984	1,379,243	3/17/2016
LOZENGE FIGURE + LOTTO IN BLUE AND RED LINES	Lotto Sport Italia S.p.A.	USA	N/A	3/9/1990	1,638,407	N/A
FIGURE OF LOZENGE	Lotto Sport Italia S.p.A.	USA	N/A	3/7/2000	2,452,969	N/A
FIGURE OF LOZENGE	Lotto Sport Italia S.p.A.	USA	73-494,798	8/14/1984	1,378,169	3/17/2016
FIGURE OF LOZENGE ON ARROW + LOTTO	Lotto Sport Italia S.p.A.	USA	N/A	3/4/1974	1,023,806	12/28/2015
LOTTO	Lotto Sport Italia S.p.A.	USA	75/482.935	5/11/1998	2347644	12/31/2020
FIGURE OF LOZENGE + LOTTO IN THE RECTANGLE	Lotto Sport Italia S.p.A.	USA	76-053,495	5/19/2000	2,514,566	12/20/2011

*[Exhibit A to Trademark Assignment Agreement -- LSI Marks -- United States of America]*