

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAC's Promotions, Inc.		10/04/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Lancaster Bingo Company, LLC		
Street Address:	9900 Clinton Road		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5084904	TREASURE HUNT	
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:	aprilwhite@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr., 12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	99270.00003		
NAME OF SUBMITTER:	April White		
SIGNATURE:	/April White/		
DATE SIGNED:	10/11/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**IP Assignment**”) dated as of October 4, 2021 is made by FAC’s Promotions, Inc. d/b/a Nannicola, Inc., an Ohio corporation (“**Seller**”), in favor of Lancaster Bingo Company, LLC (f/k/a Phoenix Gaming Supply, LLC), an Ohio limited liability company (the “**Buyer**”), pursuant to that certain Asset Purchase Agreement, dated as of September 9, 2021, by and among Seller and Buyer, and for purposes of Section 5.7 only, Arrow International, Inc., and, for purposes of portions of Section 6.1 only, Charles Nannicola (as may be amended or otherwise modified from time to time, the “**Purchase Agreement**”).

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller has granted, bargained, sold, conveyed, transferred, assigned and delivered to Buyer, among other assets, all of the intellectual property of Seller, and Buyer has agreed to deliver this IP Assignment for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of and pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers and assigns to Buyer all of its right, title and interest in and to all of Seller’s Intellectual Property (excluding the Retained Marks) (the “**Assigned IP**”), including but not limited to the following:

- (a) all of the rights, title and interest of Seller in and to the software, products and technology, including but not limited to those set forth in Exhibit A hereto, including all copyrights owned by Seller in any jurisdiction, whether registered or unregistered, together with all copyright registrations, applications for registration and exclusive copyright licenses of Seller (including, but not limited to, the copy and all issuances, extensions and renewals thereof);
- (b) all common-law and registered trademarks, and trade dress owned by Seller in any jurisdiction and the goodwill connected with the use of and symbolized thereby, together with all trademark registrations (including, but not limited to, the trademark registration set forth in Exhibit A hereto) and applications of Seller and all issuances, extensions and renewals thereof, and all portion(s) of the business to which the foregoing pertain;

- (c) all domain names and social media accounts owned by Seller including but not limited to those set forth in Exhibit A hereto;
- (d) all customer data, business methods, processes, know-how, ideas, techniques, theories, discoveries, formulas, plans, designs, drawings, practices, procedures and other proprietary information related to the intellectual property including but not limited to those set forth on Exhibit A, whether or not such information constitutes trade secrets;
- (e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (f) 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
- (g) any and all damages and payments for past, present or future infringements or misappropriations of Assigned IP, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials of any jurisdiction to record and register this IP Assignment upon written request of Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, filings, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer or any assignee or successor thereto.

3. Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. Seller hereby acknowledges that such terms will not be superseded hereby but will remain in full force and effect. In the event of any conflict or inconsistency between the Purchase Agreement and this IP Assignment, the terms of the Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment is binding upon Seller and its successors, legal representatives and permitted assigns and inures to the benefit of Buyer and its successors, legal representatives and assigns.

5. Miscellaneous. The provisions of Article 9 of the Purchase Agreement are incorporated by reference herein, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

FAC'S PROMOTIONS, INC. d/b/a NANNICOLA, INC.

By: Charles
Name: Charles Nannicola
Title: President

BUYER:

LANCASTER BINGO COMPANY, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

FAC'S PROMOTIONS, INC. d/b/a NANNICOLA, INC.

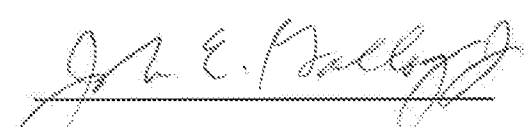
By: _____

Name: _____

Title: _____

BUYER:

LANCASTER BINGO COMPANY, LLC

By:  _____

Name: John E. Gallagher, Jr. _____

Title: President _____

EXHIBIT A

All intellectual property listed on Schedule 2.1 (a)(viii) of the Disclosure Schedules to the Asset Purchase Agreement are herein incorporated by reference.

The following is a true and complete schedule of the registered trademarks listed on Schedule 2.1(a)(viii) of the Disclosure Schedules to the Asset Purchase Agreement.

Trademark	Registered Owner	Reg. No.	Class/Goods and Services	Application Date	Registration Date
TREASURE HUNT	Seller	86-766,933	Lottery boards for playing lottery games not run by state governments, excluding lottery tickets, lottery scratch cards, casino gaming services and equipment, and lottery gaming equipment	September 24, 2015	November 22, 2016