

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GSN GAMES, INC.		05/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GAME TACO, INC.		
Street Address:	25 BURGESS COURT		
City:	SAUSALITO		
State/Country:	CALIFORNIA		
Postal Code:	94965		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3191681	BEATTHEDECK	
Registration Number:	2972494	BLOCKWERX	
Registration Number:	2815068	HANGMANIA	
Registration Number:	2987065	SKILLGAMMON	
Registration Number:	5168360	SPARCADE	
Registration Number:	2815066	SOLITAIRE RUSH	
Registration Number:	4644420	SWIPE HYPE	
Registration Number:	2565816	WORLDWINNER	
Registration Number:	5493673	WW	
Registration Number:	5493674	WW	
Registration Number:	5562104	WW WORLDWINNER	
Registration Number:	5493675	WW WORLDWINNER	
Registration Number:	2975513	IT'S ONLY A GAME. UNTIL YOU PLAY IT.	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	6502515157		
Email:	ksolomon@stblaw.com		

CH \$340.00 3191681

Correspondent Name: SAMUEL WATTERS
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 2475 HANOVER STREET
Address Line 4: PALO ALTO, CALIFORNIA 94304-1114

ATTORNEY DOCKET NUMBER: 990001/0001

NAME OF SUBMITTER: SAMUEL WATTERS

SIGNATURE: /SW/

DATE SIGNED: 04/27/2022

Total Attachments: 5

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U.S. TRADEMARK ASSIGNMENT AGREEMENT

This U.S. TRADEMARK ASSIGNMENT AGREEMENT (this “U.S. Assignment Agreement”), effective as of May 27, 2021 (the “Effective Date”), is entered into by and between GSN Games, Inc., a Delaware corporation (“Assignor”), and Game Taco, Inc., a Delaware corporation (“Assignee”). Assignor and Assignee are each referred to individually as a “Party” and together as the “Parties.”

WHEREAS, pursuant to the Asset Purchase Agreement dated as of May 13, 2021 (the “Asset Purchase Agreement”), among GSN Games, Inc., a Delaware corporation (“Seller”), and Game Taco, Inc., a Delaware corporation (“Buyer”), Seller, as Assignor, agrees to sell, convey, transfer, assign and deliver to Buyer, as Assignee, all of Assignor’s right, title and interest in the Transferred IP (as defined in the Asset Purchase Agreement), including the trademark registrations and applications set forth in Schedule A (collectively, the “Assigned Trademarks”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby irrevocably, absolutely and unconditionally assigns, sells, transfers, conveys, and delivers to the Assignee all of Assignor’s rights, title and interests (including, without limitation, all trademark, trade dress, and similar rights) in and to the Assigned Trademarks, including (a) any and all goodwill connected with the use thereof and symbolized thereby, (b) all registrations (and applications for registrations) of any and all Assigned Trademarks, and (c) the rights, as applicable: (i) to sue and recover damages and obtain other equitable relief for past, present and future infringement, dilution, misappropriation, or other violation thereof and to retain any royalties, damages, proceeds and other payments arising therefrom and (ii) to claim priority based on such Assigned Trademarks under the laws of any jurisdiction and/or under international conventions or treaties, in each case, regardless of whether in existence prior to, as of, or after the Effective Date.

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this U.S. Assignment Agreement with the U.S. Patent and Trademark Office so as to perfect its ownership of the Assigned Trademarks.

SECTION 3. Subject to Purchase Agreement. This U.S. Assignment Agreement is being executed solely to give effect to the transactions contemplated by the Asset Purchase Agreement. To the extent that any provision of this U.S. Assignment Agreement conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

SECTION 4. Further Assurances. From and after the Effective Date, upon Assignee’s reasonable request and at Assignee’s expense, Assignor shall (and shall cause its affiliates to) take all actions and execute all further documents as may be reasonably required to carry out the transactions contemplated by this U.S. Assignment Agreement.

SECTION 5. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts executed and to be performed wholly within the State of Delaware and without reference to the choice or conflict of law principles (whether of the State of Delaware or any other jurisdiction) that would result in the application of the Laws of a different jurisdiction. Each Party irrevocably submits to the jurisdiction of any Delaware state court or any Federal court located in the State of Delaware in connection with any Action arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such Action may be heard and determined in such court. Each Party hereby irrevocably waives, to the fullest extent that it may effectively do so, and agrees not to assert by way of motion, defense, counterclaim, or otherwise, the defense of an inconvenient forum to the maintenance of such Action. The Parties further agree, (i) to the extent permitted by Law, that final and unappealable judgment against any of them in any Action contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment and (ii) that service of process upon such Party in any such action or proceeding shall be effective if notice is given in accordance with Section 11.6 of the Asset Purchase Agreement. EACH PARTY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY OTHER AGREEMENTS EXECUTED IN CONNECTION HERewith OR THE ADMINISTRATION THEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. NO PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY RELATED INSTRUMENTS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN SECTION 11.2 OF THE ASSET PURCHASE AGREEMENT. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF SECTION 11.2 OF THE ASSET PURCHASE AGREEMENT WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

(b) Counterparts. This Agreement may be executed in one or more counterparts, and by either of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf signature shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

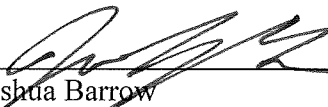
IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this U.S. Assignment Agreement as of the Effective Date.

AGREED AND ACCEPTED:

GSN GAMES, INC.

By: _____
Name: [●]
Title: [●]

GAME TACO, INC.

By:  _____
Name: Joshua Barrow
Title: Chief Executive Officer and
President

Signature Page to U.S. Trademark Assignment Agreement

TRADEMARK
REEL: 007704 FRAME: 0621

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this U.S. Assignment Agreement as of the Effective Date.

AGREED AND ACCEPTED:

GSN GAMES, INC.

By: 

Name: Doug Sylvester

Title: EVP, Business Development

Signature Page to Trademark U.S. Assignment Agreement