

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743084

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Assignment
<b>RESUBMIT DOCUMENT ID:</b>	900693370

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bicycle Casino, L.P.		04/12/2022	Limited Partnership: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Parkwest Bicycle Casino, LLC
<b>Street Address:</b>	888 Bicycle Casino Drive
<b>City:</b>	Bell Gardens
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90201
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2072315	BIG POKER OKTOBER
Registration Number:	2070331	LEGENDS OF POKER TOURNAMENT
Registration Number:	2702222	TBC THE BICYCLE CASINO
Registration Number:	1963134	WINNIN' O' THE GREEN
Registration Number:	3058598	LEGENDS OF POKER
Registration Number:	3459551	THE BIKE
Registration Number:	4711841	WE'VE GOT STYLE TO OUR GAME
Registration Number:	4762016	B THE BICYCLE CASINO HOTEL
Registration Number:	4973327	B
Registration Number:	6194109	BICYCLE CASINO
Registration Number:	6280504	BICYCLE CASINO

## 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: 310-746-4415  
 Email: kkokabi@elkinskalt.com  
 Correspondent Name: Elkins Kalt Weintraub Reuben

**Address Line 1:** 10345 W. Olympic Boulevard  
**Address Line 2:** Kasra Kokabi  
**Address Line 4:** Los Angeles, CALIFORNIA 90064

**NAME OF SUBMITTER:** Kasra Kokabi

**SIGNATURE:** /Kasra Kokabi/

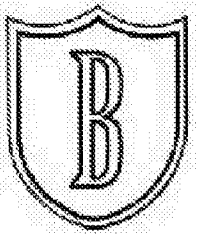
**DATE SIGNED:** 07/22/2022

**Total Attachments: 9**

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**Item 4. Application Numbers and Registration Numbers**

<u>Trademark</u>	<u>Serial No.</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Registration Date</u>
BIG POKER OKTOBER	74641796	March 3, 1995	2072315	June 17, 1997
LEGENDS OF POKER TOURNAMENT	74641805	March 3, 1995	2070331	June 10, 1997
 TBC THE BICYCLE CASINO	76391849	April 5, 2002	2702222	April 1, 2003
WINNIN' O' THE GREEN	74641813	March 3, 1995	1963134	March 19, 1996
LEGENDS OF POKER  LEGENDS OF POKER	76632225	February 28, 2005	3058598	February 14, 2006
<b>THE BIKE</b>  THE BIKE	78840361	March 17, 2006	3459551	July 1, 2008
<del>WE'VE GOT STYLE TO OUR GAME</del>  WE'VE GOT STYLE TO OUR GAME	86359103	August 6, 2014	4711841	March 31, 2015
 B THE BICYCLE CASINO HOTEL	86439683	October 30, 2014	4762016	June 23, 2015

<u>Trademark</u>	<u>Serial No.</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Registration Date</u>
 B	86978330	June 10, 2015	4973327	June 7, 2016
BICYCLE CASINO  BICYCLE CASINO	88881521	April 21, 2020	6194109	November 10, 2020
BICYCLE CASINO  BICYCLE CASINO	88881526	April 21, 2020	6280504	March 2, 2021

## BILL OF SALE

THIS BILL OF SALE (this "Agreement") is made and entered into as of April 12, 2022 (the "Closing Date") by and between THE BICYCLE CASINO, L.P., a California limited partnership ("Seller"), and PARKWEST BICYCLE CASINO, LLC, a California limited liability company ("Buyer"), with reference to the following facts:

### RECITALS

WHEREAS, Seller, Buyer and Monument Properties - Bell Gardens LLC, a California limited liability company ("MP Bell Gardens"), as partial assignee of Buyer, are parties to the Asset Purchase Agreement and Joint Escrow Instructions, dated as of May 6, 2021, as amended by a First Amendment dated as of March 17, 2022 (collectively, the "Purchase Agreement"), pursuant to which, inter alia, Seller has agreed to sell to Buyer and MP Bell Gardens, and Buyer and MP Bell Gardens have agreed to purchase from Seller, all of the assets of Seller, including, without limitation, The Bicycle Hotel & Casino, located at 888 Bicycle Casino Drive, Bell Gardens, California 90201 (collectively, the "Casino"), except for certain excluded assets. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and upon the conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

### AGREEMENT

1. Conveyance of Purchased Assets. Seller hereby assigns, sells, transfers, conveys and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, all of the assets of Seller (collectively, the "Purchased Assets"), including, but not limited to, the following (but excluding the Excluded Assets and the assets of Seller being conveyed pursuant to the Bill of Sale, dated as of the Closing Date, by and between Seller and MP Bell Gardens), free and clear of any lien, encumbrance, pledge, security interest, claim, lease, charge, option, right of first refusal, transfer restriction, right of first opportunity or right to purchase:

(a) All tangible personal property, furniture, fixtures, equipment, machinery, hardware, point of sale system, signage, machinery, furnishings, vehicles, parts, tools, computers, servers, storage media, spare parts and similar property (the "Equipment");

(b) All of Seller's intangible rights and property, including, without limitation, its right, title and interest in the trade names, logos, service marks or trademarks, used in, or necessary for the conduct of, the business of the Casino and all of the goodwill associated therewith;

(c) All goodwill associated with the Casino;

(d) All of Seller's rights and benefits under and pursuant to all certificates of occupancy, zoning and other permits and authorizations, approvals, licenses and accreditations relating to the ownership, construction, maintenance, use, occupancy or operation of the Property issued by any Governmental Authority to the extent transferable by Seller, including, without

limitation, the license granted under the California Gambling Control Act and the regulations promulgated thereunder to own and operate the Casino;

(e) All inventories of food products, beverages, paper products, operational supplies, disposable items, cleaning materials and other items of consumable and/or expendable materials and supplies in the Casino existing on the Closing Date, together with all such inventory in transit to the Casino which the supplier has consented in favor of Buyer to deliver to the Casino (collectively, the "Inventory"), which Inventory shall be at normal levels consistent with historical operations of the Casino;

(f) All of Seller's right, title and interest in and to the stock of uniforms worn by employees of the Casino;

(g) All marketing studies and mailing lists related to the Casino in the possession of Seller and all other data and records related to the operation of the Casino in the possession of Seller, including, without limitation, creative materials and advertising materials, promotional materials;

(h) All memorabilia used for décor in the Casino owned by Seller;

(i) Players Bank Cash plus Jackpot Liability Cash;

(j) All claims, credits, rights of setoff of any kind, and all rights under and pursuant to all indemnities, warranties, representations and guarantees made by suppliers, manufacturers, contractors and other third parties in connection with the products or services purchased by or furnished to Seller with respect to the Casino;

(k) All accounts and notes receivable with respect to the Casino;

(l) All utility and rental deposits with respect to the Casino;

(m) The name "The Bicycle Hotel & Casino" and any derivative thereof;

(n) All rights to and in respect of any telephone numbers, websites, e-mail addresses, and internet domain names used or held for use to conduct the business of the Casino;

(o) The on-sale general alcoholic beverage license issued with respect to the Casino by the California Department of Alcoholic Beverage Control (the "Liquor License"); and

(p) All of the Casino's gaming chips in denominations of under \$100 (whether in inventory, in use or otherwise) in circulation at the Closing (such chips, the "Low Denomination Chips") and cash in an amount equal to the liability of Seller for Low Denomination Chips (the "Low Denomination Chips Cash") at the Closing.

2. Excluded Assets. Notwithstanding anything contained in this Agreement to the contrary, Buyer is not purchasing, and Seller is not selling, any of the following assets pursuant to this Agreement:

- (a) Any agreements to which Seller is a party that are not Assumed Contracts;
- (b) The rights which accrue or will accrue to Seller under the Purchase Agreement or the Transaction Documents;
- (c) All current and prior insurance policies of Seller and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries, other than the Assumed Insurance Plans;
- (d) Any employee benefit plan of Seller;
- (e) The corporate seal, stock book, books containing minutes of meetings of shareholders, partners or directors, the original of the general ledger of Seller and such other records as have to do exclusively with the formation or capitalization of Seller;
- (f) All financial statements and tax returns (and any back up documentation for any tax returns) of Seller;
- (g) All of Seller's tax deposits, tax refunds and prepaid taxes;
- (h) Cash of Seller, other than cash in the amount calculated under Section 2.1(m) of the Purchase Agreement; and
- (i) All of the Casino's gaming chips in denominations of \$100 or greater (whether in inventory, in use or otherwise) in circulation prior to the Closing.

3. Assumption of Certain Liabilities. Buyer hereby assumes and agrees to pay or discharge when due, or perform in accordance with their respective terms, (a) all obligations of Seller with respect to the disbursement of cash with respect to the players bank maintained by Seller, but only to the extent of the Players Bank Cash transferred by Seller to Buyer, (b) all obligations of Seller with respect to the payment of cash for jackpot liabilities of Seller, but only to the extent of the Jackpot Liability Cash transferred by Seller to Buyer, (c) all of the executory liabilities and obligations of Seller arising after the Closing in connection with or arising under the permits and authorizations from Governmental Authorities relating to the operation of the Casino assigned to Buyer, in each case excluding any liabilities or obligations which arise due to a breach of a permit or authorization prior to the Closing, and (d) all obligations of Seller with respect to the redemption of Low Denomination Chips, but only to the extent of the Low Denomination Chips Cash transferred by Seller to Buyer.

4. Waivers and Amendments. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A signature delivered via facsimile or e-mail shall constitute an original signature.

7. Construction. Neither this Agreement nor any provision contained in this Agreement will be interpreted in favor of or against any party because such party or its legal counsel drafted this Agreement or such provision.

8. Captions. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to enlarge, limit or otherwise modify the meaning or interpretation of the language of this Agreement.

9. Successors and Assigns. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective successors and assigns.

*[Signature page follows.]*

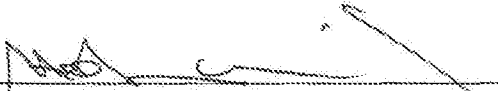


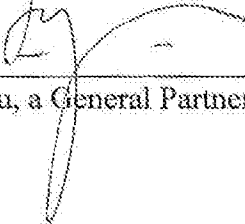
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**SELLER:**

THE BICYCLE CASINO, L.P.

By: Thousand Palm Enterprises, Inc., a General Partner

By:   
Hashem Minaiy, President

By:   
Leo Chu, a General Partner

**BUYER:**

PARKWEST BICYCLE CASINO, LLC

By: \_\_\_\_\_  
John Park, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**SELLER:**

THE BICYCLE CASINO, L.P.

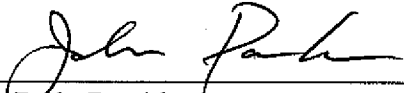
By: Thousand Palm Enterprises, Inc., a General Partner

By: \_\_\_\_\_  
Hashem Minaiy, President

By: \_\_\_\_\_  
Leo Chu, a General Partner

**BUYER:**

PARKWEST BICYCLE CASINO, LLC

By:  \_\_\_\_\_  
John Park, President