

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754823

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900705187		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gameworks, Inc.	FORMERLY Oomba Gameworks, Inc.	03/03/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dunkin Properties 2 LLC		
Street Address:	5300 Powerline Road, Unit 24		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5709351	GAMEWORKS	
Registration Number:	5749272	GAMEWORKS	
Registration Number:	5836512	GAMEPERKS	
Registration Number:	5917825	GAMEWORKS GAME ON	
CORRESPONDENCE DATA			
Fax Number:	3233379010		
<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:	3107292184		
Email:	justin@sobodashlaw.com		
Correspondent Name:	LAW OFFICE OF JUSTIN SOBODASH, P.C.		
Address Line 1:	8335 W SUNSET BLVD STE 366		
Address Line 4:	WEST HOLLYWOOD, CALIFORNIA 90069		
NAME OF SUBMITTER:	Justin Sobodash		
SIGNATURE:	/Justin Sobodash/		
DATE SIGNED:	09/12/2022		
Total Attachments: 4			
source=2022 03 03 Bill of Sale and Assignment from Oomba Gameworks to Receiver ExWorks Capital#page1.tif			

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BILL OF SALE AND ASSIGNMENT

GameWorks, Inc., f/k/a Oomba Gameworks, Inc., a Delaware corporation (“GameWorks” or “Seller”), by and through Stephen L. Kunkel, not individually but solely in his capacity as court-appointed receiver over ExWorks Capital Fund I, L.P. (“Receiver”) in that certain matter captioned *CIBC Bank USA, as Administrative Agent, Syndication Agent and Sole Lead Arranger v. ExWorks Capital Fund I, L.P., et al., Case No. 2021 CH 06191*, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby sells, conveys, transfers, assigns, and delivers to Dunkin Properties 2 LLC, a Florida limited liability company (“Buyer”) all of Seller’s right, title and interest, if any, in and to all of the assets set forth on Exhibit A (the “Purchased Assets”). Any and all costs, expenses or taxes required to be paid to transfer the Purchased Assets, including without limitation the costs of any necessary trademark assignments, will be borne solely by Buyer.

This Bill of Sale is executed pursuant to, and is subject to, all of the terms, agreements, and conditions of the Asset Purchase Agreement between Seller, Buyer, ExWorks Capital Fund I, L.P. (“ExWorks”), and certain other parties dated as of March 3, 2022 (the “Purchase Agreement”).

Receiver shall not be obligated to take any further action in relation to the sale of the Purchased Assets, except as specifically set forth in this agreement or the Purchase Agreement.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT NONE OF SELLER, EXWORKS OR RECEIVER IS MAKING OR HAS MADE ANY REPRESENTATION, WARRANTY, EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE PURCHASED ASSETS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE CONDITION, VALUE, TITLE, QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PURCHASED ASSETS, THE NATURE OR EXTENT OF ANY LIABILITIES WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING, WITHOUT LIMITATION, THE NATURE AND EXTENT OF ANY LIEN, ENCUMBRANCE OR SIMILAR CONDITION AFFECTING THE PURCHASED ASSETS, THE EFFECTIVENESS OR THE SUCCESS OF ANY OPERATIONS WITH RESPECT TO THE PURCHASED ASSETS, OR THE ACCURACY OR COMPLETENESS OF ANY DOCUMENTS, PROJECTIONS, MATERIAL, OR OTHER INFORMATION (FINANCIAL OR OTHERWISE) REGARDING THE PURCHASED ASSETS FURNISHED TO BUYER OR ITS REPRESENTATIVES OR MADE AVAILABLE TO BUYER OR ITS REPRESENTATIVES IN ANY “DATA ROOMS,” “VIRTUAL DATA ROOMS,” MANAGEMENT PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF, OR IN CONNECTION WITH, THE CONTEMPLATED TRANSACTIONS, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, AND NO REPRESENTATIVE OF SELLER HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO MAKE ANY WARRANTIES OR AGREEMENTS NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. IT IS THE EXPRESS INTENTION OF BUYER AND SELLER THAT THE PURCHASED ASSETS SHALL BE CONVEYED TO BUYER “AS IS, WHERE IS, WITH ALL FAULTS” AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. BUYER WARRANTS TO SELLER THAT IT HAS WAIVED ITS RIGHT TO MAKE SUCH

INSPECTIONS WITH RESPECT TO THE PURCHASED ASSETS AS BUYER DEEMS APPROPRIATE AND BUYER WILL ACCEPT THE PURCHASED ASSETS "AS IS, WHERE IS, WITH ALL FAULTS," IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

BUYER SPECIFICALLY DISCLAIMS THAT IT IS RELYING UPON OR HAS RELIED UPON ANY SUCH OTHER WARRANTIES THAT MAY HAVE BEEN MADE BY ANY PERSON ACTING BY OR ON BEHALF OF SELLER OR ANY OTHER PERSON, AND ACKNOWLEDGES AND AGREES THAT SELLER HAS SPECIFICALLY DISCLAIMED AND DOES HEREBY SPECIFICALLY DISCLAIM ANY SUCH OTHER REPRESENTATION OR WARRANTY MADE BY ANY PERSON ACTING BY OR ON BEHALF OF SELLER.

BUYER SPECIFICALLY DISCLAIMS ANY OBLIGATION OR DUTY BY SELLER TO MAKE ANY DISCLOSURES OF FACT NOT REQUIRED TO BE DISCLOSED PURSUANT TO THIS AGREEMENT.

BUYER HEREBY RELEASES THE SELLER, EXWORKS, STEPHEN L. KUNKEL, AS RECEIVER OVER EXWORKS, AND THEIR RESPECTIVE AFFILIATES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "SELLER PARTIES") FROM ANY AND ALL LIABILITIES (AS DEFINED BELOW) REGARDING OR OTHERWISE RELATING TO THE PURCHASED ASSETS, INCLUDING WITH RESPECT TO ANY OF THE PURCHASED ASSETS' CONDITION. BUYER AGREES THAT THE MATTERS RELEASED PURSUANT TO THIS PARAGRAPH ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED. BUYER ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, CONTROVERSIES, DAMAGES, COSTS, LOSSES OR EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER ACKNOWLEDGES THAT THE RELEASE CONTAINED IN THIS SECTION HAS BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THE FOREGOING. BUYER EXPRESSLY WAIVES ANY PROVISION OF STATUTORY OR DECISIONAL LAW TO THE EFFECT THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN SUCH PARTY'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY SUCH PARTY, MUST HAVE MATERIALLY AFFECTED SUCH PARTY'S SETTLEMENT WITH THE RELEASED PARTIES.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by their duly authorized representatives, as of March 3, 2022.


[Signature Page Follows.]

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SELLER:

GAMEWORKS, INC., f/k/a Oomba Gameworks, Inc., a Delaware Corporation

By: ExWorks Capital Fund I, L.P., sole Member of eSports Holdings, LLC, the sole Shareholder of GameWorks, Inc.

By: 
Stephen L. Kunkel, not individually, but solely in his capacity as court appointed receiver over ExWorks Capital Fund I, L.P., in that certain matter captioned *CIBC Bank USA, as Administrative Agent, Syndication Agent and Sole Lead Arranger v. ExWorks Capital Fund I, L.P., et al.*, Case No. 2021 CH 06191

BUYER:

Dunkin Properties 2 LLC, a Florida limited liability company


By: 
Name: David Goldfarb
Title: Manager

EXHIBIT A
Purchased Assets

“Purchased Assets” shall be defined as whatever interest Seller has, if any, in the following:

- All assets of Seller, (including furniture, fixtures and equipment of any kind) located at the GameWorks locations in Las Vegas, NV; Seattle, WA; Mall of America, MN; Newport, KY; San Francisco, CA; and GameWorks corporate offices, along with any other assets located anyplace else. The Purchased Assets shall include but not be limited to all accounts receivable, inventory, machinery, equipment, bank accounts, engineering data, databases, systems, designs, computer hardware and software, records, work in process, contracts, backlog, know-how, company name, operating and equipment leases, licenses, permits, franchises, intellectual property (such as, not limited to patents, licensing agreements, and trademarks) and all other intangible and all tangible property of Seller.
- Notwithstanding anything to the contrary contained herein, Buyer acknowledges and agrees that the Purchased Assets shall not include (a) any employee retention tax or any other tax credits to which Seller is entitled, or (b) any cash of the Seller.

