

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM746051

<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>
DIRECTECH, INC.		07/18/2022	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GAMMA ENTERTAINMENT INC.		
<b>Street Address:</b>	3300 Cote-Vertu Blvd., Suite 406		
<b>City:</b>	Montréal, Québec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H4R 2B7		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2850580	DOGFART	
<b>Registration Number:</b>	2996381	BLACKSONBLONDES	
<b>Registration Number:</b>	3027801	SPRINGTHOMAS	
<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>	officeactions@crowell.com		
<b>Correspondent Name:</b>	Fan Cheng		
<b>Address Line 1:</b>	P.O. Box 10395		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60610		
<b>ATTORNEY DOCKET NUMBER:</b>	516889.00004		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Virginia W. Marino		
<b>Address Line 1:</b>	P. O. Box 10395		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60610		
<b>NAME OF SUBMITTER:</b>	Fan Cheng		
<b>SIGNATURE:</b>	/chengfan/		
<b>DATE SIGNED:</b>	08/04/2022		

OP \$90.00 2850580

**Total Attachments: 3**

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## Trademark Assignment Agreement

This trademark assignment agreement is dated July 18, 2022, and is made by **DIRECTECH, INC.**, an Arizona corporation, located at 10645 N. Tatum Blvd., Suite 200-517, Phoenix, Arizona 85028, USA (“**Seller**”), in favor of **GAMMA ENTERTAINMENT INC.**, a Canadian federal corporation, located at 3300 Cote-Vertu Blvd., Suite 406, Montréal, Québec H4R 2B7, Canada (“**Buyer**”), the purchaser of certain assets of Seller under the Asset Purchase Agreement between Buyer and Seller dated July 18, 2022 (“**Purchase Agreement**”).

Under the Purchase Agreement, Seller has assigned Buyer, among other assets, certain intellectual property of Seller, and has agreed to sign and deliver this trademark assignment, for recording with the United States Patent and Trademark Office and the corresponding entities or agencies in any jurisdictions.

Seller therefore agrees as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns Buyer all Seller’s interest in the following:

(a) the trademark registrations and trademark applications set out on schedule 1 and all issuances, extensions, and renewals of them (“Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all Seller’s rights accruing under any of the preceding provided by the law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) all royalties, fees, income, payments, and other proceeds now or afterwards due for any of the preceding; and

(d) all claims and causes of action as to any of the preceding, whether accruing before, on, or after the date of this assignment, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right to sue for that legal and equitable relief and to collect, or otherwise recover, any such damages.

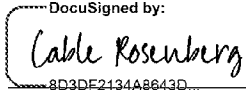
2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any jurisdictions to record and register this assignment on Buyer’s request. After the date of this assignment, Seller shall take those steps and actions, and provide that cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including signing and delivering any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as might be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor to it.

3. **Terms of the Purchase Agreement.** The parties acknowledge that this assignment is entered into under the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer as to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded by this assignment but will remain in full effect to the extent provided in the Purchase Agreement. If any conflict or inconsistency exists between the Purchase Agreement and this assignment, the Purchase Agreement will prevail.

4. **Governing Law.** Arizona law governs all adversarial proceedings arising out of the subject matter of this agreement.

Seller is signing this agreement on the date stated in the introductory clause.

**DIRECTECH, INC.**

By:  \_\_\_\_\_  
Cable Rosenberg  
President/Chief Executive Officer

**Schedule 1**  
**Assigned Trademarks**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
DOGFART	US	2850580	June 8, 2004
BLACKSONBLONDES	US	2996381	September 20, 2005
SPRINGTHOMAS	US	3027801	December 13, 2005

**Trademark Applications**

None