

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM805517

<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>
Conscious Gaming		09/22/2022	Non-Profit Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IXUP IP Pty Ltd		
<b>Street Address:</b>	Suite 118-120 High Street		
<b>Internal Address:</b>	Sub Base Platypus		
<b>City:</b>	North Sydney		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	2060		
<b>Entity Type:</b>	Company: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6372254	PLAYPAUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>Phone:</b>	6124927717		
<b>Email:</b>	mhill@fredlaw.com		
<b>Correspondent Name:</b>	Michelle Hill		
<b>Address Line 1:</b>	200 SOUTH 6TH STREET		
<b>Address Line 2:</b>	SUITE 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	077254		
<b>NAME OF SUBMITTER:</b>	Michelle Hill		
<b>SIGNATURE:</b>	/Michelle Hill/		
<b>DATE SIGNED:</b>	04/24/2023		
<b>Total Attachments: 14</b>			
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**ASSIGNMENT OF ASSETS AND INTELLECTUAL PROPERTY RIGHTS**

“PlayPause”

**Conscious Gaming (Assignor)**

**And**

**IXUP IP Pty Ltd (Assignee)**

22 September 2022

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This agreement is dated 22 September 2022

## PARTIES

- (1) **CONSCIOUS GAMING**, a non-profit corporation registered in Nevada with entity identity E9126732020-6 of 871 Coronado Center Drive, Suite 200, Henderson, Nevada, USA, 89052  
**(Assignor)**
- (2) **IXUP IP Pty Ltd** (ACN 606 610 977) an Australian company of Sub Base Platypus, Suite 118-120 High Street North Sydney, NSW, 2060, (a wholly owned Subsidiary of IXUP Limited)  
**(Assignee)**

## BACKGROUND

- (A) The Assignor owns the Trade Mark, the Materials and all Intellectual Property Rights in the Materials.
- (B) The Assignor has agreed to assign to the Assignee the Assigned Rights on the terms set out in this agreement.

## AGREED TERMS

### 1. Definitions and interpretation

1.1 Capitalised terms or expressions used in this agreement have the meaning set out in this clause.

. **Assigned Rights:** the Trade Mark, Materials, and all the Intellectual Property Rights in the Materials.

. **Business Day:** a day on which banks are open for business in Sydney, Australia and Las Vegas, Nevada, other than a Saturday, Sunday or public holiday in that city.

. **Duty:** any stamp, transaction or registration duty or similar charge imposed by any Government Agency including any interest, fine, penalty, charge or other amount imposed on any of them.

. **Effective Date:** the date specified in Schedule 1.

. **Encumbrance:** any interest or power:

- a) reserved in or over any interest in any asset including any retention of title;
- b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power; or
- c) by way of security for the payment of debt, any other monetary obligation or the performance of any other obligation and includes any agreement to create any of the above.

. **Government Agency:** any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having competent jurisdiction over the parties.

. **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for

passing off, rights in designs and unregistered designs, circuit layout designs, rights to use, and protect the confidentiality of, confidential information (including know-how, trade secrets, and technical data), technology and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future anywhere in the world.

**Loss:** all damages, losses, costs, expenses and charges including Taxes and Duties.

**Materials:** the materials described in Schedule 1.

**Related Body Corporate:** any entity that directly owns or controls, is owned or controlled by, or is under common ownership or control with, a party, and "control" will mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting interests, by contract or otherwise has.

**Security Interest:** any of the following:

- a) legal or equitable interest of power created, arising in or reserved in or over an interest in any property or asset;
- b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, income, garnishee order, monetary claim and flawed deposit arrangement);
- c) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;
- d) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs (a), (b) or (c).

**Tax:** any tax, levy, charge, impost, duty fee, deduction, goods and services tax, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Government Agency including any interest, fine, penalty, charge, fee or any other amount imposed on or in respect of any of the above but excludes Duty.

**Territory:** the geographical area described in Schedule 1.

**Trade Marks:** the registered trade mark and the unregistered trade mark short particulars of which are set out in Schedules 2 and 3 respectively.

**Transaction:** the transaction contemplated by this agreement or part of that transaction.

1.2 In this agreement, the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

- (a) headings and subheadings are for convenience only and do not affect the interpretation of this agreement;
- (b) references to clauses, Schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the Schedules, annexures, appendices, attachments and exhibits to, this agreement;
- (c) references to parties are references to the parties to this agreement;
- (d) references to a party, to any agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives;

- (e) words denoting the singular include the plural and words denoting the plural include the singular;
- (f) words denoting any gender include all genders;
- (g) the word "person" includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency;
- (h) a reference to a body (other than a party to this agreement), whether statutory or not, that ceases to exist or has its powers or functions transferred to another body is a reference to the body that replaces it or that substantially succeeds to its powers or functions;
- (i) a reference to any agreement or document (including this agreement) includes any amendments to or replacements of that document;
- (j) a reference to a law includes:
  - (i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
  - (ii) any constitutional provision, treaty or decree;
  - (iii) any judgment;
  - (iv) any rule or principle of common law or equity,and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts;
- (k) no provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or this agreement;
- (l) if a period of time begins on a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (m) a reference to time is a reference to Las Vegas, Nevada time unless otherwise specified;
- (n) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (o) if any act is required to be performed under this agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day;
- (p) if any act is required to be performed under this agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day;
- (q) a reference to an amount of dollars, USD or USD\$ is a reference to the lawful currency of the United States of America, unless the amount is specifically denominated in another currency;
- (r) specifying anything in this agreement after the terms "include", "including", "includes", "for example", "such as" or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary;
- (s) this agreement includes all Schedules, annexures, appendices, attachments and exhibits to it;
- (t) a reference to writing or written includes email (unless otherwise expressly provided in this agreement);

- (u) references to a document in agreed form are to that document in the form agreed by the parties and initialled by them or on their behalf for identification;
- (v) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (w) an agreement other than this agreement includes a agreement, undertaking or legally enforceable agreement or understanding whether in writing or not; and
- (x) if there is any conflict between the terms of the main body of this agreement and the terms of this agreement's Schedules and attachments, the terms of the main body of this agreement will prevail.

1.3 Where any statement is qualified by the expression so far as a party is aware or to a party's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after reasonable enquiry.

## **2. Assignment**

2.1 In consideration of the sum of USD\$25,000, the Assignor hereby assigns to the Assignee absolutely and the Assignee accepts all right, title and interest in the Assigned Rights in the Territory from the Effective Date, including:

- (a) all goodwill attaching to the Trade Marks and that part of the Assignor's business that relates to the goods or services in respect of which the Trade Marks are registered or used; and
- (b) all rights of action (past or present) against any third party in respect of any infringement or alleged infringement, or any other cause of action arising from ownership of any of the Assigned Rights by that third party and to retain any relief (including damages or an account of profits) recovered from such action.

2.2 The Assignor and its Related Bodies Corporate will cease all use of the Assigned Rights by the Effective Date.

2.3 If relevant, within 14 days after the Effective Date the Assignor will in writing terminate or assign as may be agreed between the parties all and any contracts and other arrangements with third parties in or relating to the Assigned Rights or any product or service offered under the Trade Marks at the Effective Date.

2.4 Assignor shall deliver the Materials as defined in Schedule 1 to Assignee via a shared Dropbox link or such other secured file sharing system as may be mutually agreed within ten (10) days of the Effective Date.

2.5 Within 30 days after the Effective Date, the Assignee will file all necessary documents with the United States Patent and Trademark Office (USPTO) necessary to assign the Trade Marks to Assignee.

## **3. Further action**

3.1 Each party will promptly do all things (including completing and signing all documents) reasonably requested by the other party that are necessary to:

- (a) bind the party and any other person intended to be bound by this agreement;



- (b) show that it is complying with this agreement; and
- (c) give full effect to this agreement and the transactions contemplated by it, including registration required by a Government Agency.

At its own expense, the Assignor shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

- 3.2 Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, and any other official throughout the world whose duty is to register and record ownership in copyright applications or copyrights, patent applications or patents, and trademark applications or trademarks, to record Assignee, at Assignee's sole cost and expense, as the assignee and owner of any and all of Assignor's rights in the Assigned Rights.
- 3.3 Assignee agrees to indemnify, defend and hold Assignor harmless from and against any claim, demand, cause of action, charge, judgment, damage, liability, cost or expense (including, without limitation, **reasonable attorneys' fees and legal costs**) arising out of the Assigned Rights in connection with events occurring or arising from any claim on or after the Effective Date of this Assignment.

#### **4. Warranties**

- 4.1 Each party warrants that at the Effective Date:
  - (a) it has the power and authority to enter into and perform its obligations under this agreement, as the execution of this agreement has been duly and validly authorised by all necessary corporate action;
  - (b) this agreement is valid, binding and enforceable against it;
  - (c) the execution and performance of this agreement does not contravene its constituent documents, any law, any of its obligations or undertakings by which it is bound or cause a limitation on the powers of its corporate officers to be exceeded;
  - (d) it is not aware of any disclosure, except under written obligations of confidentiality and will not disclose to any third party, confidential information of the other party and all information about the Transaction including all information regarding any discussions or negotiations related to the Transaction; and
  - (e) the execution and performance of this agreement will not, to its knowledge, conflict with the rights of any third party.
- 4.2 The Assignor warrants that:
  - (a) it is the sole legal and beneficial owner of the Assigned Rights and, where applicable, it is properly registered as the applicant or proprietor;
  - (b) for each of the applications and registrations listed in Schedule 2 it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
  - (c) it has not assigned or licensed any of the Assigned Rights;
  - (d) the Assigned Rights are free from any Encumbrance or Security Interest;

- (e) it is unaware of any infringement or likely infringement of, or any challenge or likely challenge to the validity of, the Assigned Rights;
- (f) as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights.

**5. Survival**

Clauses 3 to 12 inclusive survive termination of this agreement together with any other term which by its nature is intended to do so.

**6. No waiver**

6.1 No party may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with this agreement unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.

6.2 Words or conduct referred to in clause 6.1 include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.

**7. Entire agreement**

This agreement states all the express terms agreed by the parties about its subject matter. It supersedes all prior deeds, agreements, understandings, negotiations and discussions in respect of its subject matter.

**8. Variation**

An amendment or variation of any term of this agreement must be in writing and signed by each party.

**9. Severability**

9.1 If the whole or any part of a provision of this agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.

9.2 Clause 9.1 does not apply if the severance of a provision of this agreement in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under this agreement.

**10. Counterparts**

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument. A party may execute this agreement by signing any counterpart. The date on which the last counterpart is executed is the date of this agreement.

**11. Notices**

11.1 A notice or other communication to a party under this agreement (**Notice**) must be:

- (a) in writing and in English;
- (b) signed by the sender or a person authorised to sign on behalf of the sender; and
- (c) addressed to that party in accordance with the details shown below (or any alternative details given in writing to the sending party):

Party	Address	Attention	Facsimile	Email
Assignor	871 Coronado Center Drive, Suite 200, Henderson, Nevada, USA, 89052	Anna Sainsbury	NA	<a href="mailto:anna@consciousgaming.com">anna@consciousgaming.com</a>
Assignee	Sub Base Platypus, Suite 118-120 High Street North Sydney, NSW, 2060	Matt Johnson CFO	NA	Matt.johnson@ixup.com

11.2 A Notice must be given by one of the methods set out in the table below.

11.3 A Notice is regarded as given and received at the time set out in the table below. However, if this means the Notice would be regarded as given and received outside the period between 9.00 am and 5.00 pm (addressee's time) on a Business Day (Business Hours Period), then the Notice will instead be regarded as given and received at the start of the following Business Hours Period.

Notice delivery method	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address.
By pre-paid post to the nominated address	At 9.00 am (addressee's time) on the second Business Day after the date of posting.
By fax to the nominated fax number	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety.  However, if the recipient party informs the sending party within four hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this four-hour period, only time within a Business Hours Period is to be included.
By email to the nominated email address	Five hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

11.4 A Notice must not be given by electronic means of communication (other than email as permitted).

**12. Governing law and jurisdiction**

12.1 This agreement shall be governed by the laws of the State of Nevada, USA. Jurisdiction and venue for any action concerning this Assignment shall be solely and exclusively in Clark County, Nevada and the parties, by execution below, each submit to the jurisdiction of such courts.

12.2 Each party irrevocably waives any right it has to object to the venue of any legal process in the courts described in Clause 12.1 on the basis that:

- (a) any proceeding arising out of or in connection with this agreement has been brought in an inconvenient forum; or
- (b) the courts described in Clause 12.1 do not have jurisdiction.

***[Remainder of page intentionally left blank]***

**Schedule 1 Details of Materials**

<b>Effective Date</b>	The date first set out on this Agreement.
<b>Materials</b>	White Paper entitled "Socially Responsible Mobile Gaming and Betting Markets" by Conscious Gaming; all content of the Assignor's website at <a href="http://www.playpausegaming.com">www.playpausegaming.com</a> ( <b>Website</b> ); and all video content relating to the Playpause system, including the video entitled "Playpause – how it works".
<b>Territory</b>	Worldwide
<b>Licences, charges and other third party rights</b>	None

**Schedule 2 Assigned Rights: Registrable rights**

**Part 1 Registered trade marks and applications**

Trade Mark	Registered (Y/N)	Date of first use	Registration number	Registration date	Class	Goods and services	Country/Region
PLAYPAUSE	Y	15 Sept 2020	6372254	1 June 2021	42	Software as a service (SAAS) services featuring software for strengthening the effectiveness of responsible gaming programs within the gaming industry; Software as a service (SAAS) services featuring software for facilitating responsible gaming programs offered by gaming operators, namely, online casino, iGaming and the online sports betting industry; Software as a service (SAAS) services featuring software for identifying, preventing and stopping problem gambling	US

**Part 2 Domain name registrations**

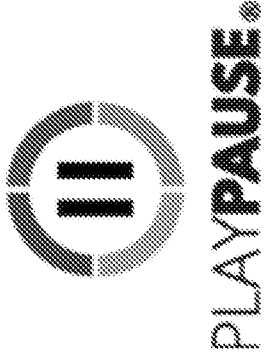
Domain name	Registration date
Playpausegaming.com	14 September 2020

**TRADEMARK**

**REEL: 008050 FRAME: 0774**

**Schedule 3 Assigned Rights: Unregistrable rights**

**Part 1 Unregistrable trade marks and goodwill**

Mark, get up, packaging, business name or other element of a brand and related goodwill	Date of first use	Goods and services	Country/ region
	15 Sept 2020	Software as a service (SAAS) services featuring software for strengthening the effectiveness of responsible gaming programs within the gaming industry; Software as a service (SAAS) services featuring software for facilitating responsible gaming programs offered by gaming operators, namely, online casino, iGaming and the online sports betting industry; Software as a service (SAAS) services featuring software for identifying, preventing and stopping problem gambling	Worldwide

**Executed as an agreement.**

Signed on behalf of CONSCIOUS GAMING, a Nevada non-profit corporation registration number E9126732020-6 in the presence of:

\_\_\_\_\_  
Signature of witness

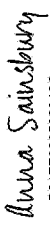
\_\_\_\_\_  
Name of witness

Signed on behalf of IXUP IP Pty Ltd (ACN 606 610 977)


an Australian company in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

DocuSigned by:  
  
Signature of authorised signatory

Anna Sainsbury  
\_\_\_\_\_  
Name of authorised signatory

DocuSigned by:  
  
Signature of authorised signatory

marcus gracey  
\_\_\_\_\_  
Name of authorised signatory