

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDEN GAMING, LLC		07/21/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	EVITTS RESORT, LLC		
Street Address:	16701 LAKEVIEW ROAD, NE		
City:	FLINTSTONE		
State/Country:	MARYLAND		
Postal Code:	21530		
Entity Type:	Limited Liability Company: MARYLAND		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6078397	ROCKY GAP CASINO RESORT GOLF	
Registration Number:	6078398	ROCKY GAP CASINO RESORT GOLF	
Registration Number:	6078399	ROCKY GAP CASINO RESORT GOLF	
Registration Number:	6018208	ROCKY GAP CASINO RESORT GOLF	
Registration Number:	6078400	ROCKY GAP CASINO · RESORT · GOLF	
Registration Number:	6078401	ROCKY GAP CASINO · RESORT · GOLF	
Registration Number:	6078402	ROCKY GAP CASINO · RESORT · GOLF	
Registration Number:	6018214	ROCKY GAP CASINO · RESORT · GOLF	
Registration Number:	7101575	ROCKY GAP LAKESIDE GRILLE	
Registration Number:	6779284	SIGNATURES BAR AND GRILL	
Registration Number:	6992697	SIGNATURES BAR AND GRILL	
Serial Number:	97503576	ROCKY GAP RESORT	
Serial Number:	97503570	ROCKY GAP RESORT	
Serial Number:	97503564	ROCKY GAP RESORT	
Serial Number:	97503560	ROCKY GAP RESORT	
Serial Number:	90826401	ROCKY GAP LAKESIDE LOUNGE	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 6078397

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.

Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Fl
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	055127-0022
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NAME OF SUBMITTER:	KRISTIN J AZCONA
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SIGNATURE:	/KJA/
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DATE SIGNED:	07/24/2023
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated effective as of July 21, 2023, is made by Golden Gaming, LLC, a Nevada limited liability company, (“**Golden Gaming**”) located at 6595 S. Jones Boulevard, Las Vegas, Nevada 89118, in favor of Evitts Resort, LLC, a Maryland limited liability company, (“**Evitts Resorts**”) located at 16701 Lakeview Road, NE, Flintstone, MD 21530. Evitts Resorts is an indirect subsidiary of Golden Gaming.

Golden Gaming agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Golden Gaming hereby irrevocably conveys, transfers, and assigns to Evitts Resorts all of Golden Gaming's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Golden Gaming accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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 but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Golden Gaming hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Evitts Resorts. Following the date hereof, upon Evitts Resorts' reasonable request and at Evitts Resorts' sole cost and expense, Golden Gaming shall take such steps and actions, and provide such cooperation and assistance to Evitts Resorts and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Evitts Resorts, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

IN WITNESS WHEREOF, Golden Gaming has duly executed and delivered this Trademark Assignment as of the date first written above.

GOLDEN GAMING, LLC

DocuSigned by:

Charles H. Protell

162C48319DF8423...

By: _____







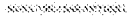

Name: Charles Protell

Title: President and Chief Financial Officer

SCHEDULE 1

Assigned Trademarks

Mark Name	Image	Filed Date	Application No.	Reg. Date	Registration No.
ROCKY GAP CASINO RESORT GOLF		8/26/2019	88/592,797	6/16/2020	6,078,397
ROCKY GAP CASINO RESORT GOLF		8/26/2019	88/592,823	6/16/2020	6,078,398
ROCKY GAP CASINO RESORT GOLF		8/26/2019	88/592,896	6/16/2020	6,078,399
ROCKY GAP CASINO RESORT GOLF		8/26/2019	88/592,906	3/24/2020	6,018,208
ROCKY GAP CASINO RESORT GOLF (stylized/design)		8/26/2019	88/592,956	6/16/2020	6,078,400
ROCKY GAP CASINO RESORT GOLF (stylized/design)		8/26/2019	88/592,970	6/16/2020	6,078,401
ROCKY GAP CASINO RESORT GOLF (stylized/design)		8/26/2019	88/592,988	6/16/2020	6,078,402
ROCKY GAP CASINO RESORT GOLF (stylized/design)		8/26/2019	88/592,993	3/24/2020	6,018,214
ROCKY GAP RESORT		7/14/33	97/503,576		
ROCKY GAP RESORT		7/14/21	97/503,570		
ROCKY GAP RESORT		7/14/21	97/503,564		

Mark Name	Image	Filed Date	Application No.	Reg. Date	Registration No.
ROCKY GAP RESORT		7/14/21	97/503,560		
ROCKY GAP LAKESIDE GRILLE		6/24/2021	90/793,941	7/4/2023	7,101,575
ROCKY GAP LAKESIDE LOUNGE (stylized)		7/13/2021	90/826,401		
ROCKY GAP CASINO RESORT GOLF (stylized/design)		8/26/2019	88/592,956	6/16/2020	6,078,400
ROCKY GAP CASINO RESORT GOLF (stylized/design)		8/26/2019	88/592,970	6/16/2020	6,078,401
ROCKY GAP CASINO RESORT GOLF (stylized/design)		8/26/2019	88/592,988	6/16/2020	6,078,402
ROCKY GAP CASINO RESORT GOLF (stylized/design)		8/26/2019	88/592,993	3/24/2020	6,018,214
SIGNATURES BAR AND GRILL		6/17/2021	90/780,067	7/5/2022	6,779,284
SIGNATURES BAR AND GRILL (and white design)		6/17/2021	90/780,111	2/23/2023	6,992,697