

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDEN GAMING, LLC		09/13/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	J&J VENTURES GAMING OF MONTANA, LLC		
Street Address:	1400 S. RANEY STREET		
City:	EFFINGHAM		
State/Country:	ILLINOIS		
Postal Code:	62401		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5530915	MONTANA GOLD	
Registration Number:	5553965	MONTANA GOLD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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 92708		
ATTORNEY DOCKET NUMBER:	055127-0022		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/kja/		
DATE SIGNED:	09/19/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), entered into as of September 13, 2023, is made by and among Golden Entertainment, Inc., a Minnesota corporation; Golden Gaming, LLC, a Nevada limited liability company (together with Golden Entertainment, Inc., “Assignors”, and each, an “Assignor”); and J&J Ventures Gaming of Montana, LLC, an Illinois limited liability company (“Assignee”).

WHEREAS, in accordance with the terms of that certain Membership Interest Purchase Agreement among, and for the mutual benefit of, the parties thereto, entered into as of March 3, 2023, (the “MIPA”), Golden Entertainment, Inc. has agreed, and has caused Golden Gaming, LLC to agree, to sell, convey, assign, transfer, and deliver to Assignee all of the respective Assignor’s rights in the Transferred Intellectual Property (as defined in the MIPA); and

WHEREAS, each of the Assignors desires to execute and deliver this IP Assignment to effectuate such assignment of the Transferred Intellectual Property, and to memorialize such assignment for recording with governmental authorities, including, but not limited to, the U.S. Patent and Trademark Office, the U.S. Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignors and Assignee agree as follows:

1. Assignment. For the mutual benefit of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors hereby irrevocably sells, conveys, assigns, transfers, and delivers to Assignee, and Assignee hereby accepts, all of the Assignor’s right, title, and interest in and to the Transferred Intellectual Property (as defined in the MIPA), which Transferred Intellectual Property includes, without limitation, the following:

- (a) All of the Assignor’s right, title, and interest in and to all registered, unregistered, and common law trademarks, service marks, logos, trade dress, trade names, social media accounts, social media identifiers, company names, domain names, trademark registrations, and trademark applications included in the Transferred Intellectual Property, including without limitation those set forth in **Schedule 1** to this IP Assignment, and all issuances, extensions, and renewals thereof, in each case, together with the goodwill of the business, connected with the use of, and symbolized by, such Intellectual Property; provided that, with respect to any United States intent-to-use trademark applications included in the Transferred Intellectual Property, it is recognized and confirmed that the transfer of such applications accompanies, pursuant to the MIPA, the transfer of Assignor’s business, or that portion of the business to which the trademark or service mark pertains, and that the business is ongoing and existing;
- (b) All of the Assignor’s right, title, and interest in and to all registered, unregistered, and common law copyrights in any works of authorship included in the Transferred Intellectual Property, including without limitation those works of authorship, copyright registrations, and copyright applications set forth on **Schedule 1** to this IP Assignment;

- (c) All of the Assignor's right, title, and interest in and to all inventions (whether patentable or unpatentable), trade secrets, and confidential and proprietary information (including ideas, research and development, know how, formulas, processes, methods, techniques, software, programs, technical data, designs, drawings, specifications, customer and supplier information, business information, pricing and cost information, and business and marketing plans and proposals) that are included in the Transferred Intellectual Property, including without limitation such Intellectual Property that is incorporated in, used in, or embodied in or by any of the items set forth in **Schedule 1** to this IP Assignment;
- (d) All rights of the Assignor, of any kind whatsoever, accruing under any of the foregoing and provided by the applicable law of any jurisdiction, international treaty or convention, or otherwise throughout the world;
- (e) 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
- (f) Any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof; including all rights to and claims for damages, restitution, and injunctive relief, and any other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each of the Assignors authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental official in any jurisdiction, both domestic and foreign, to record and register this IP Assignment upon request by Assignee. Each of the Assignors shall take such steps and actions and render all necessary cooperation to Assignee and its successors, assigns, and legal representatives following the date hereof, to ensure that the Transferred Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto, including without limitation all action necessary to secure the execution, completion, or filing of any requested documents, powers of attorney, files, registrations, or other similar items.

3. Power of Attorney. Each of the Assignors expressly grants Assignee the right and power of attorney necessary to file, on behalf of the Assignor, such documents as are necessary to update with any government agency or entity, the ownership change from the Assignor to that of Assignee, and thereby ensure the recordation of proper chain of title for the Transferred Intellectual Property. Further, each of the Assignors hereby agrees to provide any documents and cooperation necessary in furtherance of such action, as may be reasonably requested by Assignee from time to time.

4. Definitions; Terms of the Membership Interest Purchase Agreement. Capitalized terms used in this IP Assignment, but not otherwise defined, shall have the meanings assigned to them in the MIPA. Assignors and Assignee each acknowledge and agree that this IP Assignment is entered into pursuant to the MIPA, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Transferred Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the MIPA shall not be superseded hereby,

but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the MIPA and the terms of this IP Assignment, the terms of the MIPA shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP 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 IP Assignment.

6. Amendment. No amendment or waiver of any provision of this IP Assignment shall be effective; unless in writing and executed by the parties hereto, in the case of an amendment, or in writing and executed by the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

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

8. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby, shall be construed and interpreted according to the laws of the State of Delaware, without regard to its conflict of law provisions which would require the application of the laws of a state other than Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this IP Assignment as of the date first above written.

"Assignor"

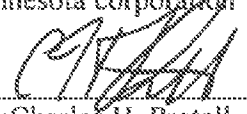
GOLDEN GAMING, LLC
a Nevada limited liability company

By: 77 GOLDEN GAMING, LLC
a Nevada limited liability company
Its: Sole Member

By: 
Name: Charles H. Protell
Title: Manager

"Assignor"

GOLDEN ENTERTAINMENT, INC.
a Minnesota corporation

By: 
Name: Charles H. Protell
Title: President and Chief Financial Officer

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this IP Assignment as of the date first above written.

“Assignee”

J&J VENTURES GAMING OF MONTANA, LLC

DocuSigned by:
By Robert Willenborg

Name: Robert G. Willenborg

Title: Manager

SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 008204 FRAME: 0603

SCHEDULE 1
TO IP ASSIGNMENT

See attached.

Intellectual Property

(a)(i)

Registered Trademarks and Trademark Applications

Mark Name	Country	Filed Date	App. No.	Reg. Date	Reg. No.	Owner
MONTANA GOLD	United States of America	10/13/2016	87/202,335	7/31/2018	5,530,915	Golden Gaming, LLC
MONTANA GOLD (and design)	United States of America	1/12/2018	87/754,067	9/4/2018	5,553,965	Golden Gaming, LLC
MONTANA GOLD RUSH	United States of America	12/27/2021	97/191,609			Golden Gaming, LLC

Registered Internet Domain Names

<https://gromontana.com>

(a)(ii)

Golden Route Operations MT logo



Social Media Accounts

- <https://www.facebook.com/groups/887120214649410/?ref=share&mibextid=NSMWBT>
- <https://www.facebook.com/GROMontana/>
- <https://www.facebook.com/Billings-Dart-Info-175094989195494/?mibextid=ZbWKwL>

(d)

(i) Seller has not entered into written non-disclosure contracts with their current or former employees, but the Seller's employee handbook contains provisions regarding the protection and non-disclosure of confidential and proprietary information.

(vii)(A) Seller has not entered into written invention and intellectual property assignment agreements with current and former employees.