

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOODGATE GAMING LIMITED		09/19/2023	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	KING.COM LIMITED		
Street Address:	Aragon House Business Centre, Dragonara Road		
City:	St. Julians		
State/Country:	MALTA		
Postal Code:	STJ3140		
Entity Type:	Limited Company (Ltd.): MALTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	98027605	WE'RE HERE FOR THE FUN OF IT	
CORRESPONDENCE DATA			
Fax Number:	6123329081		
<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:	612.336.4602		
Email:	ckolden@merchantgould.com		
Correspondent Name:	Andrew S. Ehard		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	17054.0322US01		
DOMESTIC REPRESENTATIVE			
Name:	Andrew S. Ehard		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
NAME OF SUBMITTER:	Andrew S. Ehard		
SIGNATURE:	/Andrew S Ehard/		
DATE SIGNED:	09/20/2023		

OP \$40.00 98027605

Total Attachments: 7

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DATED

19 September 2023

DEED OF ASSIGNMENT OF TRADE MARKS

between

WOODGATE GAMING LIMITED

and

KING.COM LIMITED

THIS DEED is dated ~~(DATE)~~ 19 SEPTEMBER 2023

PARTIES

- (1) WOODGATE GAMING LIMITED incorporated and registered in UK with company number 13897386 whose registered office is at 62 The Street, KT21 1AT, Ashted, Surrey, UK (Assignor).
- (2) KING.COM LIMITED incorporated and registered in Malta with company number C42504 whose registered office is at Aragon House Business Centre, Dragonara Road, St. Julians, STJ3140, Malta (Assignee).

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Trade Marks: the registered trade mark and the trade mark application, short particulars of which are set out in Schedule 1.

1.2 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.3 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

2. ASSIGNMENT

The Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and

- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. WARRANTIES

The Assignor represents and warrants that:

- (a) it has not given any third party permission to use any Trade Mark or otherwise licensed or assigned any of the rights under the Trade Marks;
- (b) the Trade Marks are free from any security interest, option, mortgage, charge or lien;
- (c) as at the date of this Assignment, it is not aware of any challenge to the use or registration of the Trade Marks (or threatened challenge thereto) or the existence of any co-existence agreement (or similar such trade mark settlement agreement) between the Assignor and any third party in relation to the Trade Marks.

4. FURTHER ASSURANCE

- 4.1 The Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may be required for the purpose of giving full effect to this agreement, including registration of the Assignee as applicant or registered proprietor of the Trade Marks listed in Schedule 1.
- 4.2 The Assignor appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement. A certificate in writing, signed by any director or the secretary of the Assignor or by any person appointed in accordance with clause 4.3(c), that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned. This power of attorney is irrevocable and is given by way of security to secure the performance of the Assignor's obligations under this agreement and the proprietary interest of the Assignee in the Trade Marks and so long as such obligations of the Assignor remain undischarged, or the Assignee has such interest, the power may not be revoked by the Assignor, save with the consent of the Assignee.
- 4.3 Without prejudice to clause 4.2, the Assignee may, in any way it thinks fit and in the name and on behalf of the Assignor:
 - (a) take any action that this agreement requires the Assignor to take;

- (b) exercise any rights which this agreement gives to the Assignor; and
- (c) appoint one or more persons to act as substitute attorney(s) for the Assignor and to exercise such of the powers conferred by this power of attorney as the Assignee thinks fit and revoke such appointment.

4.4 The Assignor undertakes to ratify and confirm everything that the Assignee and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under this clause.

5. SEVERANCE

5.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

6. COUNTERPARTS

6.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

6.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

7. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

8. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS of which the parties to this Assignment have executed it as a deed and delivered it on the date first written in this Assignment.

Schedule 1 Trade Marks

Territory:	Mark:	Registration Number/ Serial No.:	Classes	Filing date	Status
European Union	WE'RE HERE FOR THE FUN OF IT	018868780	9, 41, 42	28 April 2023	Registered
United States	WE'RE HERE FOR THE FUN OF IT	98027605	9, 41, 42	05 June 2023	Pending

David Beckman

Executed as a deed by WOODGATE
GAMING LIMITED
Acting by David John Beckman,
a director in the presence of

Susan Parsons

[signature of witness]
[name, address and occupation of witness]

SUSAN PARSONS, OFFICE MANAGER,
39c, SOMERS RD, REigate, SURREY. RH2 9DY

Marius Joseph McKeon

Executed as a deed by King.com Ltd
Acting by Marius Joseph McKeon,
a director in the presence of

Carmen McKeon

[signature of witness]
[name, address and occupation of witness]

CARMEN McKEON, HOME MAKER
NAXXAR GARPENS, 4, HOLLY, APT 9
TRIQ IL-MARKIZ ĊENSU DEPIRO
NAXXAR NXR 1132, MALTA