

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI37747

<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>
Powerhouse Gaming, Inc.		01/12/2024	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Archer Gaming, LLC		
<b>Street Address:</b>	9900 Clinton Road		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44144		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86882564	ABC BUCKS	
<b>Serial Number:</b>	86882569	ABC BUCKS	
<b>Serial Number:</b>	86882576	BUCK SHOT	
<b>Serial Number:</b>	87826261	BUCK SHOT	
<b>Serial Number:</b>	86882586	CANDY SHACK	
<b>Serial Number:</b>	86882589	CANDY SHACK	
<b>Serial Number:</b>	86882599	FUN HOUSE	
<b>Serial Number:</b>	86882606	HEROIC 7'S	
<b>Serial Number:</b>	86882612	HEROIC 7'S	
<b>Serial Number:</b>	86882620	ISLAND PARADISE	
<b>Serial Number:</b>	86882630	ISLAND PARADISE	
<b>Serial Number:</b>	86882640	MOTHER LODE	
<b>Serial Number:</b>	86882645	OLD GLORY	
<b>Serial Number:</b>	86882647	OLD GLORY	
<b>Serial Number:</b>	86882650	POWER TAB	
<b>Serial Number:</b>	86882654	SURFIN' USA	
<b>Serial Number:</b>	86882658	SURFIN' USA	
<b>Serial Number:</b>	86882680	V FOR VICTORY	
<b>Serial Number:</b>	86882684	VEGAS NIGHTS	

OP \$590.00.00 86882564

Property Type	Number	Word Mark
Serial Number:	86882691	WHOPPIN' WALLEYE
Serial Number:	98142755	MOTHER LODE
Serial Number:	98142745	MOTHER LODE
Serial Number:	98280536	GONE FISHIN'

**CORRESPONDENCE DATA**

**Fax Number:** 2163639001

*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.*

**Phone:** 2163639219

**Email:** jzanghi@faysharpe.com

**Correspondent Name:** John Zanghi

**Address Line 1:** 1228 Euclid Ave.

**Address Line 2:** The Halle Bldg., 5th Floor

**Address Line 4:** Cleveland, OHIO 44115

**ATTORNEY DOCKET NUMBER:** ARWZ 000024US01

**NAME OF SUBMITTER:** John Zanghi

**SIGNATURE:** John Zanghi

**DATE SIGNED:** 02/20/2024

**Total Attachments: 8**

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Trademark Assignment Agreement”) is made and entered into as of January 12, 2024 (the “Effective Date”) by and between Archer Gaming, LLC, a Delaware limited liability company (the “Assignee”), and Powerhouse Gaming, Inc., a Nevada corporation (the “Assignor”) (the Assignee and the Assignor are collectively referred to as the “Parties”).

WHEREAS, the Assignor is the sole owner of all right, title, and interest in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (the “Trademarks”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of November 22, 2023 by and between the Assignee and the Assignor, among others (the “Purchase Agreement”), pursuant to which, among other things, the Assignor agreed to sell, convey, assign, transfer, and deliver, and desires to sell, convey, assign, transfer, and deliver all of the Assignor’s right, title, and interest in and to the Trademarks to the Assignee, and the Assignee desires to purchase from the Assignor all right, title, and interest in and to the Trademarks;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. The Assignor does hereby irrevocably sell, convey, assign, transfer, and deliver to the Assignee, its successors and assigns, and the Assignee purchases and accepts from the Assignor, all of the Assignor’s right, title, and interest in and to (a) the Trademarks, (b) 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, (c) all goodwill associated with the Trademarks, 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. The Assignor further authorizes the Assignee to file for and request that the United States Patent and Trademark Office, any successor offices thereto or any other corresponding bodies in each of the other countries, territories and jurisdictions of the world register any and all trademarks resulting from the Trademarks to the Assignee.

3. Further Assurances. The Assignor shall take such steps and actions, and provide such cooperation and assistance at the Assignee’s expense to the Assignee and its successors, assigns, and legal representatives, in connection with the Trademarks, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to the Assignee or any assignee or successor thereto, including, but not limited to: the execution and delivery of any affidavits,

declarations, oaths, exhibits, assignments, powers of attorney, or other lawful papers; the execution and delivery of all papers necessary in connection with any administrative or judicial proceedings; and the provision of information and testimony and cooperation in every way in obtaining and producing evidence and prosecuting such proceedings. Assignor hereby irrevocably appoints Assignee, and any officer or agent of Assignee, with full power of substitution, as its true and lawful attorney-in-fact with full, irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name for the purpose of carrying out the terms of this Section 3. This power of attorney is irrevocable and coupled with an interest.

4. Governing Law. This Trademark Assignment Agreement shall be governed by and be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

5. No Conflict. Nothing contained in this Trademark Assignment Agreement shall supersede any of the obligations, agreements, covenants, or representations and warranties of the Assignor or the Assignee contained in the Purchase Agreement, and this Trademark Assignment Agreement is made and accepted subject to all the terms, conditions, representations and warranties set forth in the Purchase Agreement, all of which survive execution and delivery of this Trademark Assignment Agreement as set forth in the Purchase Agreement. In the event of any conflict between the terms of this Trademark Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

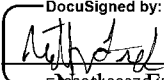
8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument. This Trademark Assignment Agreement may be executed by facsimile, photo, or electronic signature and such facsimile, photo, or electronic signature shall constitute an original for all purposes.

*[Remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

**ASSIGNOR:**

POWERHOUSE GAMING, INC.

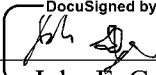
By:  \_\_\_\_\_  
Nathan Feels  
President

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 008349 FRAME: 0250**





**ASSIGNEE:**

ARCHER GAMING, LLC


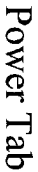
By:  DocuSigned by:  
Name: John P. Gallagher, III  
Title: President

SCHEDULE A

TRADEMARKS





Mark Name	Image	Country	Filed Date	Appl. No.	Reg. Date	Reg. No.	Ren. Due	Owner	Classes	Task Name	Due Date, Status
ABC BUCKS		USA	1/21/2016	86/882,564	1/16/2018	5,377,577	1/16/2028	Powerhouse Gaming, Inc.	9, 28	SECTION 8 AND 15 DEADLINE	Section 8 and 15 filed 11/15/2023 has not yet been accepted by the USPTO.
ABC BUCKS (Stylized)		USA	1/21/2016	86/882,569	4/10/2018	5,440,983	4/10/2028	Powerhouse Gaming, Inc.	9, 28	SECTION 8 AND 15 DEADLINE	Section 8 and 15 filed Sep. 6, 2023 has not yet been accepted by the USPTO.
BUCK SHOT		USA	1/21/2016	86/882,576	4/10/2018	5,440,884	4/10/2028	Powerhouse Gaming, Inc.	9, 28	SECTION 8 AND 15 DEADLINE	Section 8 and 15 filed Sep. 13, 2023 has not yet been accepted by the USPTO.
BUCK SHOT (Stylized)		USA	3/8/2018	87/826,261	2/19/2019	5,678,050	2/19/2029	Powerhouse Gaming, Inc.	9		
CANDY SHACK		USA	1/21/2016	86/882,586	4/10/2018	5,440,885	4/10/2028	Powerhouse Gaming, Inc.	9, 28	SECTION 8 AND 15 DEADLINE	Section 8 and 15 filed Sep. 13, 2023 has not yet been accepted by the USPTO.
CANDY SHACK (Stylized)		USA	1/21/2016	86/882,589	4/10/2018	5,440,986	4/10/2028	Powerhouse Gaming, Inc.	9, 28	SECTION 8 AND 15 DEADLINE	Section 8 and 15 filed Sep. 6, 2023 has not yet been accepted by the USPTO.
FUN HOUSE (Stylized)		USA	1/21/2016	86/882,599	7/10/2018	5,510,677	7/10/2028	Powerhouse Gaming, Inc.	9, 28	SECTION 8 AND 15 DEADLINE	Section 8 and 15 filed Sep. 6, 2023 has not yet been accepted by the USPTO.
HEROIC 7'S		USA	1/21/2016	86/882,606	4/10/2018	5,440,887	4/10/2028	Powerhouse Gaming, Inc.	9, 28	SECTION 8 AND 15 DEADLINE	Section 8 and 15 filed Sep. 6, 2023 has not yet been accepted by the USPTO.



HEROIC 7'S (Stylized)		USA	1/21/2016	86/882,612	5/23/2017	5,207,341	5/23/2027	Powerhouse Gaming, Inc.	9, 28
ISLAND PARADISE		USA	1/21/2016	86/882,620	10/10/2017	5,304,219	10/10/2027	Powerhouse Gaming, Inc.	28
ISLAND PARADISE (Stylized)		USA	1/21/2016	86/882,630	10/31/2017	5,319,998	10/31/2027	Powerhouse Gaming, Inc.	28
MOTHER LODGE		USA	1/21/2016	86/882,640	4/4/2017	5,174,326	4/4/2027	Powerhouse Gaming, Inc.	9, 28
OLD GLORY		USA	1/21/2016	86/882,645	4/4/2017	5,174,327	4/4/2027	Powerhouse Gaming, Inc.	9, 28
OLD GLORY (Stylized)		USA	1/21/2016	86/882,647	4/4/2017	5,174,328	4/4/2027	Powerhouse Gaming, Inc.	9, 28
POWER TAB (Stylized)		USA	1/21/2016	86/882,650	3/7/2017	5,154,036	3/7/2027	Powerhouse Gaming, Inc.	9, 28
SURFIN' USA		USA	1/21/2016	86/882,654	5/23/2017	5,207,342	5/23/2027	Powerhouse Gaming, Inc.	9, 28
SURFIN' USA (Stylized)		USA	1/21/2016	86/882,658	4/4/2017	5,174,329	4/4/2027	Powerhouse Gaming, Inc.	9, 28
V FOR VICTORY (Stylized)		USA	1/21/2016	86/882,680	12/19/2017	5,360,498	12/19/2027	Powerhouse Gaming, Inc.	9, 28

SECTION 8 AND 15 DEADLINE

Section 8 and 15 filed Aug. 14, 2023 has not yet been accepted by the USPTO.

VEGAS NIGHTS (Stylized)		USA	1/21/2016	86/882,684	4/4/2017	5,174,330	4/4/2027	Powerhouse Gaming, Inc.	9, 28
WHOPPIN' WALLEYE (Stylized)		USA	1/21/2016	86/882,691	4/10/2018	5,440,888	4/10/2028	Powerhouse Gaming, Inc.	9, 28
MOTHER LODGE		USA	8/21/2023	98142755	pending			Powerhouse Gaming, Inc.	28
MOTHER LODGE		USA	8/21/2023	98142745	pending			Powerhouse Gaming, Inc.	9
GONE FISHIN'		USA	11/21/2023	98280536	pending			Powerhouse Gaming, Inc.	9

SECTION 8 AND 15 DEADLINE

This trademark is no longer in use and will be allowed to lapse by the Sellers.

**TRADEMARK**