

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI147602

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WGames Incorporated | | 10/03/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Company Name: | HRD Games, LLC | | |
| Street Address: | 5701 Stirling Road | | |
| City: | Davie | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33314 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6399196 | FINDING NEVERLAND | |
| Registration Number: | 6868564 | JACKPOT PLANET | |
| Registration Number: | 6406073 | NEVERLAND BINGO | |
| Registration Number: | 6399197 | NEVERLAND CASINO | |
| Registration Number: | 6399195 | NEVERLAND QUEST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124843900 | | |
| <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: | (212)484-3900 | | |
| Email: | TMDocket@afslaw.com, Melanie.Babilonia@afslaw.com | | |
| Correspondent Name: | MICHELLE MANCINO MARSH | | |
| Address Line 1: | 1301 Avenue of the Americas, Floor 42 | | |
| Address Line 4: | New York, NEW YORK 10019 | | |
| ATTORNEY DOCKET NUMBER: | 045344.00001 | | |
| NAME OF SUBMITTER: | Melanie Babilonia | | |
| SIGNATURE: | Melanie Babilonia | | |
| DATE SIGNED: | 04/15/2024 | | |

OP \$140.00.00 87921299

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Agreement**”) is made and entered into effective as of October 3, 2023 (the “**Effective Date**”) by and between WGames Incorporated, a corporation governed by the laws of the State of Delaware (“**Assignor**”) and HRD Games, LLC, a limited liability company governed by the laws of the State of Delaware (“**Assignee**”), the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement including, inter alia, Assignor, Assignee, HRD Games Canada, Inc., WGames Inc. and Seminole Hard Rock Digital, LLC, dated as of August 11, 2023 (the “**APA**”). Assignor and Assignee are referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor has adopted, is using and owns all right, title, and interest in the trademarks identified in the APA and in the attached Schedule A, including all common law rights in, and goodwill associated with, such marks, together with any and all trademark registrations and applications therefor (collectively, the “**Assigned Marks**”);

WHEREAS, under the terms of the APA, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, as defined more particularly in the APA, and has agreed to execute and deliver this Trademark Agreement, for recording with the respective intellectual property offices (collectively, the “**IP Offices**”), or any other registry responsible for trademark registration, as applicable, corresponding to the countries/ jurisdictions of each of the trademark applications/ registrations set out in Schedule A; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor wishes to transfer to Assignee, all right, title and interest in and to the Assigned Marks, the trademark goodwill associated with such Assigned Marks, and all registrations and applications for registration thereof, and the Parties wish to record such acquisition.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor does hereby assign, transfer, set over, and convey to Assignee, and Assignee hereby accepts, all of the Assignor’s rights, title, and interests, in and to:
 - (a) the Assigned Marks, including without limitation all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common rights therein;
 - (b) the trademark goodwill of the business associated with the Assigned Marks;
 - (c) the right to bring suit and recover damages for past, present, and future infringement, passing off, dilution, misappropriation, violation, unlawful use of, and any other causes of action related to the Assigned Marks;
 - (d) the entire right, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, if and where applicable, in and to the above Assigned Marks; and
 - (e) all available prosecution history files for such trademark registrations and applications for trademark registration in the possession or control of Assignor, as well as records,

prototypes, specimens, and materials contained in such files in the possession or control of Assignor.

2. **Recordation and Further Actions.** Assignor hereby authorizes and requests the IP Offices to record the assignments of the Assigned Marks set out in Schedule A at the sole expense of Assignee, and to grant and issue any and all registrations of the Assigned Marks in the IP Offices, as applicable to Assignee, its successors, or assigns, whose rights, title, and interests in such registrations are the same as would have been held and enjoyed by Assignor had this Trademark Agreement not been made. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 fully and effectively, evidence, or perfect the assignment of the Assigned Marks to Assignee, or any assignee or successor thereto.
3. **Terms of the APA.** The Parties acknowledge and agree that this Trademark Agreement is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Marks. The representations, warranties, covenants, agreements, and indemnities contained in the APA 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 APA and the terms hereof, the terms of the APA shall govern.
4. **Counterparts.** This Trademark Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Trademark Agreement may be executed by facsimile or .pdf signature, and a facsimile or .pdf signature will constitute an original for all purposes.
5. **Successors and Assigns.** This Trademark Agreement will be binding upon the Parties and their respective successors and assigns.
6. **Governing Law.** This Trademark Agreement 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 Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware and the federal laws of the United States of America applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

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

WGames Incorporated

By:  DocuSigned by:
Daniel Kajouie
3A461636E8CB4BA...

Name: Daniel Kajouie
Title: President

Address for Notices:

WGames Inc.
134, Lower Penthouse,
Peter St,
Toronto ON M5V 2H2
Attention: Daniel Kajouie
Email: daniel@wgames.com

AGREED TO AND ACCEPTED:

HRD Games, LLC

By:

Name: Marlon Goldstein
Title: Executive Managing Director, CEO

Address for Notices:

Seminole Hard Rock Digital, LLC
5701 Stirling Road
Davie, FL 33314
Attention: General Counsel
Email: eric@hardrockdigital.com with a copy
to legal@hardrockdigital.com

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

WGames Incorporated

By:

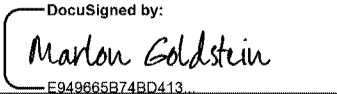
Name: Daniel Kajouie
Title: President

Address for Notices:

WGames Inc.
134, Lower Penthouse,
Peter St,
Toronto ON M5V 2H2
Attention: Daniel Kajouie
Email: daniel@wgames.com

AGREED TO AND ACCEPTED:

HRD Games, LLC

By: 
Name: Marlon Goldstein
Title: Executive Managing Director, CEO

Address for Notices:

Seminole Hard Rock Digital, LLC
5701 Stirling Road
Davie, FL 33314
Attention: General Counsel
Email: eric@hardrockdigital.com with a copy
to legal@hardrockdigital.com

SCHEDULE A

ASSIGNED MARKS AND APPLICATIONS

Trademarks in USA

| <u>Trademark</u> | <u>Ref</u> | <u>Country/ IP Office</u> | <u>Appl. No.</u> | <u>Appl. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Entity</u> |
|----------------------|------------|-------------------------------|----------------------|-------------------|-----------------|------------------|------------------|
| NEVERLAND QUEST | TM3762US00 | US | 87/9212 44 | 2018-05-15 | 6399195 | 2021-06-29 | Delaware Corp |
| NEVERLAND CASINO | TM3764US00 | US | 8792133 6 | 2018-05-15 | 6399197 | 2021-06-29 | Delaware Corp |
| NEVERLAND BINGO | TM3765US00 | US | 87/9214 69 | 2018-05-15 | 6406073 | 2021-07-06 | Delaware Corp |
| JACKPOT PLANET | TM3766US00 | US | 88/4937 84 | 2019-06-28 | 6868564 | 2022-10-11 | Delaware Corp |
| FINDING NEVERLAND | TM3763US00 | US | 87/9212 99 | 2018-05-15 | 6399196 | 2021-06-29 | Delaware Corp |

Trademarks in Europe

| <u>Trademark</u> | <u>Ref</u> | <u>Country/ IP Office</u> | <u>Appl. No.</u> | <u>Appl. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Entity</u> |
|---------------------|------------|-------------------------------|----------------------|-------------------|-----------------|------------------|------------------|
| NEVERLAND BINGO | TM3765EU00 | EU | 1799680 6 | 2018-05-12 | - | - | Delaware Corp |
| JACKPOT PLANET | TM3766EU00 | EU | 1835293 5 | 2020-12-11 | 18352935 | 2023-02-01 | Delaware Corp |
| NEVERLAND CASINO | TM3764GB00 | EU | 1799680 5 | 2018-05-12 | - | - | Delaware Corp |

Trademarks in Germany

| <u>Trademark</u> | <u>Ref</u> | <u>Country/ IP Office</u> | <u>Appl. No.</u> | <u>Appl. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Entity</u> |
|---------------------|------------|-------------------------------|-------------------------|-------------------|-----------------|------------------|------------------|
| NEVERLAND CASINO | TM3764DE00 | DE | 30 2022 116 306.3 | 2022-10-07 | - | - | Delaware Corp |

Trademarks in Greece

| <u>Trademark</u> | <u>Ref</u> | <u>Country/ IP Office</u> | <u>Appl. No.</u> | <u>Appl. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Entity</u> |
|---------------------|------------|-------------------------------|----------------------|-------------------|-----------------|------------------|------------------|
| NEVERLAND CASINO | TM3764GR00 | GR | 277006 | 2022-11-11 | - | - | Delaware Corp |

Trademarks in Italy

| <u>Trademark</u> | <u>Ref</u> | <u>Country/ IP Office</u> | <u>Appl. No.</u> | <u>Appl. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Entity</u> |
|---------------------|------------|-------------------------------|-------------------------|-------------------|-----------------|------------------|------------------|
| NEVERLAND CASINO | TM3764IT00 | IT | 3020220 0014356 2 | 2022-10-12 | - | - | Delaware Corp |

Trademarks in Great Britain

| <u>Trademark</u> | <u>Ref</u> | <u>Country/ IP Office</u> | <u>Appl. No.</u> | <u>Appl. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Entity</u> |
|---------------------|------------|-------------------------------|----------------------|-------------------|-------------------|------------------|------------------|
| NEVERLAND CASINO | TM3764GB00 | GB | 1799680 5 | 2018-05-12 | UK0000366 2667 | 2021-11-12 | Delaware Corp |
| NEVERLAND BINGO | TM3765GB00 | GB | 1799680 6 | 2018-05-12 | UK0000366 2672 | 2021-11-12 | Delaware Corp |
| JACKPOT PLANET | TM3766GB00 | GB | UK0000 3566838 | 2020-12-11 | UK0000356 6838 | 2021-04-23 | Delaware Corp |