

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zokay Investments Limited		06/10/2015	COMPANY: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Mediarex Enterprises Limited		
Street Address:	2nd Floor, Yamraj Building, Road Town		
City:	Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	COMPANY: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85371751	GPI	
Serial Number:	85744866	FANTASY POKER MANAGER	
Serial Number:	85357033	GLOBAL POKER INDEX	
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>			
Phone:	7703175881		
Email:	amanda@nefflaw.com		
Correspondent Name:	Neff Law Firm, a Professional Corporatio		
Address Line 1:	6 DAVIS DRIVE SUITE E		
Address Line 4:	TIBURON, CALIFORNIA 94920		
ATTORNEY DOCKET NUMBER:	ZOKAY INVESTMENTS		
NAME OF SUBMITTER:	/AMANDA LAURA NYE/		
SIGNATURE:	/AMANDA LAURA NYE/		
DATE SIGNED:	07/22/2015		
Total Attachments: 5			
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THIS TRADEMARK AGREEMENT is dated 10th June 2015

Parties

- (1) Zokay Investments Limited incorporated and registered in the British Virgin Islands with company number 1036115 whose registered office is at Pacea Estate, Road Town, Tortola, British Virgin Islands (Assignor).
- (2) Mediarex Enterprises Limited incorporated and registered in the British Virgin Islands with company number 1701440 whose registered office is at 2nd Floor, Yamraj Building, Road Town, Tortola, British Virgin Islands (Assignee).

BACKGROUND

- (A) The Assignor is the proprietor and / or applicant for 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:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Trade Marks: the registered trade marks and the applications (short particulars of which are set out in the Schedule).

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 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. References to clauses and Schedules are to the clauses and Schedules of this agreement.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 This agreement shall be binding on, and enforce 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**

In consideration of the sum of One hundred United States Dollars (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee 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. **FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

4. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. **ENTIRE AGREEMENT**

5.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

6. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. SEVERANCE

7.1 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.

7.2 If [one party gives notice to the other of the possibility that] any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. COUNTERPARTS

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

9. 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.

10. NOTICES

10.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

10.2 Any notice or communication shall be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address; or (b) if sent by pre-paid first-class post or other next working day delivery service, on the Business Day after posting.

10.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. GOVERNING LAW

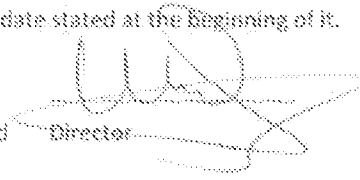
This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12. 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).

This agreement has been entered into on the date stated at the beginning of it.

Signed by Alexandre Dreyfus
for and on behalf of Zokay Investments Limited



Director

Signed by Alexandre Dreyfus
for and on behalf of Mediarex Enterprises
Limited


Director

Schedule

Registered trade marks

GPI	Word	Zokay Investments	85371751	USA	Class 41: Mathematical rating services, namely, calculating the relative ability and performance of poker players, entertainment services, namely, providing information on the game of poker via the internet and television; providing online websites containing information of interest relating to poker. Class 16: Printed materials featuring information, news, and entertainment related to gaming and the game of poker
Fantasy Poker Manager	Word	Zokay Investments	85744866	USA	IC 016. US 002 005 022 023 029 037 038 050. G & S: PRINTED MATERIALS, NAMELY, NEWSLETTERS, PAMPHLETS, ARTICLES AND MAGAZINES FEATURING INFORMATION, NEWS, AND ENTERTAINMENT RELATED TO GAMING AND THE GAME OF POKER IC 041. US 100 101 107. G & S: MATHEMATICAL RATING SERVICES, NAMELY, CALCULATING THE RELATIVE ABILITY AND PERFORMANCE OF POKER PLAYERS; ENTERTAINMENT SERVICES, NAMELY, PROVIDING INFORMATION ON THE GAME OF POKER VIA THE INTERNET AND TELEVISION; PROVIDING ONLINE WEBSITES CONTAINING INFORMATION OF INTEREST RELATING TO POKER
	Design	Zokay Investments	85357033	USA	IC 016. US 002 005 022 023 029 037 038 050. G & S: PRINTED MATERIALS, NAMELY, NEWSLETTERS, PAMPHLETS, ARTICLES AND MAGAZINES FEATURING INFORMATION, NEWS, AND ENTERTAINMENT RELATED TO GAMING AND THE GAME OF POKER. FIRST USE: 20110627. FIRST USE IN COMMERCE: 20110627 IC 041. US 100 101 107. G & S: MATHEMATICAL RATING SERVICES, NAMELY, CALCULATING THE RELATIVE ABILITY AND PERFORMANCE OF POKER PLAYERS; ENTERTAINMENT SERVICES, NAMELY, PROVIDING INFORMATION ON THE GAME OF POKER VIA THE INTERNET AND TELEVISION; PROVIDING ONLINE WEBSITES CONTAINING INFORMATION OF INTEREST RELATING TO POKER. FIRST USE: 20110627. FIRST USE IN COMMERCE: 20110627