

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350106

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A bit of Games Limited		06/01/2015	private limited company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Solitary Game LLC		
<b>Street Address:</b>	1679 S. Dupont HWY		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Dover		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19901		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86135215	SOLITAIRE ARENA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4157333906		
<b>Email:</b>	trademarkgroup@sideman.com		
<b>Correspondent Name:</b>	Sideman & Bancroft		
<b>Address Line 1:</b>	Embarcadero Center, 1		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	7151-1		
<b>NAME OF SUBMITTER:</b>	Beatrice Martinet		
<b>SIGNATURE:</b>	/Beatrice Martinet/		
<b>DATE SIGNED:</b>	08/03/2015		
<b>Total Attachments: 10</b>			
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Dated

2015

A BIT OF GAMES LIMITED  
and  
SOLITARY GAME LLC

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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Flynn O'Driscoll  
Solicitor



No. 1 Grant's Row  
Lower Mount Street  
Dublin 2

Tel: 353 1 6424220  
Fax: 353 1 6618918

**TRADEMARK**  
**REEL: 005590 FRAME: 0497**

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THIS CONTRACT is made on the 1<sup>st</sup> day of June 2015

BETWEEN

- (1) **A BIT OF GAMES LIMITED** a private company incorporated and registered in Ireland with company number 560933 whose registered office is at 1 Grant's Row, Mount Street Lower, Dublin 2, Ireland (the "**Assignor**"); and
- (2) **SOLITARY GAME LLC**, a company incorporated under the laws of the State of Delaware and having its principal place of business at 1679 S.Dupont HWY, Suite 100, Dover, 19901, United States (the "**Assignee**").

RECITALS

- (A) The Assignor owns the intellectual property rights in the Business Intellectual Property Rights (as defined below).
- (B) The Assignee is a wholly owned subsidiary of the Assignor.
- (C) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the intellectual property rights in the Business Intellectual Property Rights on the terms set out in this assignment.

IT IS HEREBY AGREED

1. INTERPRETATION

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

1.1 Definitions:

**"Assigned Rights"** means the Trade Marks all the Intellectual Property Rights embodied in the Business Intellectual Property Rights.

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business.

**"Business Intellectual Property Rights"** has the meaning given to it in the Main Agreement.

**"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Main Agreement"** means an asset purchase and licence agreement dated the

- Agreement"** same date as this Agreement between the Assignor, the Assignee and Mavenhut Limited.
- "subsidiary"** has the meaning given in clause 1.5.
- "Trade Marks"** means the registered trade marks and the applications, short particulars of which are set out in Schedule 1.
- "VAT"** means value added tax.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 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.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a **subsidiary** means a subsidiary as defined in the Companies Act 1963-2014.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 This agreement shall be binding on, and enure 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.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes faxes but not email.
- 1.13 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.16 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

## 2. ASSIGNMENT

2.1 Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, including:

2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;

2.1.2 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and

2.1.3 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 arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this assignment.

## 3. VAT

3.1 The Assignee and the Assignor will agree to use all reasonable endeavours to ensure that the assignment is treated as neither a supply of goods nor a supply of services for VAT purposes.

## 4. WARRANTIES

4.1 The Assignor warrants that:

4.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;

4.1.2 it has not licensed or assigned any of the Assigned Rights;

4.1.3 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;

4.1.4 it is unaware of any infringement or likely infringement of any of the Assigned Rights;

4.1.5 as far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application listed in Schedule 1 proceeding to grant; and

4.1.6 as far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party.

5. 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 reasonably be required for the purpose of giving full effect to this agreement.

6. 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 prevent or restrict the further exercise of that or any other right or remedy.

7. ENTIRE AGREEMENT

7.1 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.

7.2 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.

8. VARIATION

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

9. SEVERANCE

9.1 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.

9.2 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.

10. COUNTERPARTS

10.1 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.

10.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) email (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.

10.3 No counterpart shall be effective until each party has executed at least one counterpart.

## 11. NOTICES

11.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

11.1.1 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); or

11.1.2 sent by fax to its main fax number.

11.2 Any notice or communication shall be deemed to have been received:

11.2.1 if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address;

11.2.2 if sent by pre-paid post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

11.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission.

11.3 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.

11.4 A notice given under this agreement is not valid if sent by email.

## 12. 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 Ireland.

## 13. JURISDICTION

Each party irrevocably agrees that the courts of Ireland shall have 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 WHEREOF THIS DOCUMENT HAS BEEN EXECUTED AND DELIVERED ON THE DATE FIRST STATED ABOVE.**

**SCHEDULE 1**  
**Registered trade marks and applications**

Country/territory	Mark	Application or registration number	Date of filing/registration	Classes	Specification of goods or services
European Community Trade Mark	SOLITAIRE ARENA	011836483	05/07/2013	9, 41, 42	<p>All specification in every class in which the trade mark is registered:</p> <p>9 - Computer game programs; Computer game software; Computer games; Computer games entertainment software; Computer games programmes downloaded via the internet [software]; Computer games programmes [software]; Computer games programs downloaded via the internet [software]; Computer games programs [software]; Computer games software; Computer programmes for interactive television and for interactive games and/or quizzes; Computer programmes for playing games; Computer programs for playing games; Computer software that permits games to be played; Downloadable computer game programs; Downloadable video game programs; Electronic game programs; Electronic game software; Games software; Games software for use with computers; Interactive multimedia computer game program; Interactive multimedia computer game programs; Interactive video game programs; Programs (Computer game -); Software programs for video games; Recorded computer game programs; Video and computer game programs.</p> <p>41 - Electronic games services provided from a computer database or by means of the internet; Electronic games services provided via a global computer network; Electronic games services, including provision of computer games on line or by means of a global computer network; Electronic games services, including provision of computer games on-line or by means of a global computer network; Electronic games services provided by means of the internet; Game services; Game services provided on-line from a computer network; Games offered on-line (on a computer network); Games services provided on-line from a computer network; internet games (non-downloadable); Providing a computer game that may be accessed by users on a global network and/or the internet; Providing a computer game that may be accessed network-wide by network users; Providing an on-line computer game; Providing games; Providing information on-line relating to computer games and computer enhancements for games; Providing information to game players about the ranking of their scores of games through the web sites; Providing on-line computer database in the field of computer games; Providing on-line computer games; Provision of games by means of a computer based system; Provision of on-line computer games.</p> <p>42 - Computer programming of computer games; Computer programming of video and computer games; Computer programming of video games; Design of games; Design of computer game software; Development of computer game software.</p>
United States Trade Mark	SOLITAIRE ARENA		Dec. 04, 2013	<p>International Class 009 - (U.S. - 021, 023, 026, 036, 038)</p> <p>International Class 041 - (U.S. - 100, 101, 107)</p> <p>International Class 042 - (U.S. - 100, 101)</p>	<p>International Class 009 - (U.S. - 021, 023, 026, 036, 038) - Computer game programs; Computer game software; Electronic computer game software; Computer games entertainment software; Computer games programmes downloaded via the internet; Computer games programmes; Computer games programs downloaded via the internet; Computer games software; Computer programmes for interactive television and for interactive games and quizzes; Computer programmes for playing games; Computer programs for playing games; Computer software that permits games to be played; Downloadable computer game programs; Downloadable video game programs; Electronic game programs; Electronic game software; Games software; Games software for use with computers; Interactive multimedia computer game program; Interactive multimedia computer game programs; Interactive video game programs; Software programs for video games; Recorded computer game</p>

				<p>programs, video and computer game programs.</p> <p>international Class 041 - (U.S. - 100, 101, 107) - Electronic games services provided from a computer database or by means of the internet; Electronic games services provided via a global computer network; Electronic games services, namely, provision of non-downloadable computer games on line or by means of a global computer network; Electronic games services, namely, provision of non-downloadable computer games on-line or by means of a global computer network; Electronic games services provided by means of the internet; Non-downloadable electronic game services provided on-line from a computer network; Non-downloadable electronic games offered on a computer network; Non-downloadable electronic games services provided on-line from a computer network; Non-downloadable electronic games via the internet; Providing a non-downloadable computer game that may be accessed by users on a global network over the internet; Providing a non-downloadable computer game that may be accessed network-wide by network users; Providing a non-downloadable on-line computer game; Providing a non-downloadable electronic game for entertainment purposes; Providing information on-line relating to computer games and computer enhancements for games for entertainment purposes; Providing information to game players about the ranking of their scores of games through a web site for entertainment purposes; Providing a non-downloadable on-line computer database in the field of computer games; Providing on-line, non-downloadable computer games; Provision of games by means of a computer based system; Provision of on-line non-downloadable computer games.</p> <p>International Class 042 - (U.S. - 100, 101) - Computer programming of computer games; Computer programming of video and computer games; Computer programming of video games; Design of games; Design of computer game software; Development of computer game software.</p>
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PRESENT when the COMMON SEAL of A BIT OF GAMES LIMITED was affixed to this Deed and this Deed was delivered:

  
.....  
Director

  
.....  
Director



Executed by a duly authorized representative for and on behalf of SOLITARY GAME LLC

  
.....  
Director