

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applied Logics Limited		07/13/2015	private limited company: BELIZE
RECEIVING PARTY DATA			
Name:	Eucalyptus Investments Limited		
Street Address:	Wickhams Cay II, Road Town		
Internal Address:	2nd Floor, O'Neal Marketing Associates Building		
City:	Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	COMPANY: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4366751	CS CASINO SPLENDIDO	
Serial Number:	85714721	LUCKY CLICK	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	3123722000		
Email:	jmikulina@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	073985-0033		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	08/11/2015		
Total Attachments: 6			
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fladgate

Date: 3rd July 2015

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY
RIGHTS

APPLIED LOGICS LIMITED

and

EUCALYPTUS INVESTMENTS LIMITED

Fladgate LLP | 15 Great Queen Street | London WC2B 5DG
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AW\1523008v017-07-2015

TRADEMARK
REEL: 005597 FRAME: 0474

DATE:

PARTIES:

- (1) **APPLIED LOGICS LIMITED** (registered in Belize with company number 57133) whose registered office is at 1 Mapp Street, Belize City, Belize (**Assignor**); and
- (2) **EUCALYPTUS INVESTMENTS LIMITED** (registered in the British Virgin Islands with company number 1853448) whose registered office is at 2nd Floor, O'Neal Marketing Associates Building, Wickhams Cay II, Road Town, Tortola, British Virgin Islands (**Assignee**).

1. Unless otherwise stated, all defined terms in this assignment have the same meanings as those given to them in the asset purchase agreement dated the date of this agreement between Hyperlink Media Limited, the Assignor and Assignee (**Agreement**).
2. Under the terms of the Agreement the Assignor agreed to sell or procure the sale to the Assignee and the Assignee agreed to buy, amongst other things, the trade marks attaching to the Business Names (**Assigned IP**).
3. In compliance with the terms of the Agreement, the Assignor hereby assigns and transfers to the Assignee absolutely with full title guarantee and free from all Encumbrances all its right, title and interest in and to the Assigned IP, including (i) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Assigned IP; (ii) all statutory and common law rights and all similar such rights in any applicable jurisdiction attaching to the Assigned IP, together with the goodwill of the business relating to the goods and services in respect of which the Assigned IP are registered or used; and (iii) the right to bring, make, oppose, defend, appeal proceedings, claims or actions, obtain relief and sue for past and future infringements or any other cause of action (including passing off) arising from ownership, of any of the Assigned IP, and to retain any damages or other sums obtained as a result of any such action.
4. The Assigned IP assigned by clause 3 is set out in Schedule 1.
5. At the Assignee's request and expense, the Assignor shall, and shall use reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may be reasonably necessary for the purpose of giving full effect to this assignment and/or to enable the Assignee to perfect this assignment, including registration of the Assignee as applicant or registered proprietor of the Assigned IP.
6. The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Assigned IP to the Assignee:
 - 6.1 if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
 - 6.2 if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
 - 6.3 provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Assigned IP (including producing, in the appropriate form, any evidence of its use of the Assigned IP);
 - 6.4 ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Ed Ware or any other person that the Assignee notifies to the Assignor from time to time; and

- 6.5 provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).
- 7. This assignment and any dispute or claim arising out of, or in connection with it (including a non contractual dispute or claim) is to be governed by and construed in accordance with English law.
- 8. This assignment has been executed as a deed but is not delivered until it has been dated.

Executed as a deed by
APPLIED LOGICS LIMITED
 acting as attorney pursuant to
 a Power of Attorney dated
 in the presence of:

Witness' signature: *[Signature]*
 Witness' name: *Andy Lawrence*
 Address: *La Course House, Aldersley*
 Occupation: *ADMINISTRATOR*

Signature: *[Signature]*
 Print name: *Philip Peter Matteo Berhan*

Executed as a deed by
EUCALYPTUS INVESTMENTS LIMITED
 acting by a director in the presence of:

Witness' signature: *[Signature]*
 Witness' name: *Andy Lawrence*
 Address: *La Course House, Aldersley*
 Occupation: *ADMINISTRATOR*

Signature: *[Signature]*
 Print name: *Philip Peter Matteo Berhan*

Schedule 1
Registrations and applications included within the Assigned IP

Trade Marks

<i>Mark</i>	<i>Goods/services classes</i>	<i>Territory</i>	<i>Registration/application number</i>	<i>Filing date</i>	<i>Status</i>
ROXYPALACE	41	Canada	TMA 543,841	8 January 2002	Registered
ROXYPALACE	41	European Union	2540292	16 January 2002	Registered
ROXYPALACE & Device (colour)	41	European Union	13394614	23 October 2014	Registered
ROXYPALACE (word mark)	41	European Union	13394606	23 October 2014	Registered
ROXY POKER	41	European Union	3418316	20 October 2003	Registered
ROXY POKER		Canada	833,409	22 October 2003	Registered
CASINO SPLENDIDO & Device		Canada	848,770		Registered
CASINO SPLENDIDO & Device	41	European Union	10508406	20 December 2011	Registered
CASINO SPLENDIDO & Device	41	Australia	1466498		Registered
CASINO SPLENDIDO & Device	41	USA	4,366,751		Registered
LUCKYCLIC	41	European Union	010547826	9 January 2012	Registered
LUCKY CLICK	41	Australia	1510348	24 August 2012	Registered
LUCKY CLICK	41	European Union	011137528	23 August 2012	Registered

<i>Mark</i>	<i>Goods/services classes</i>	<i>Territory</i>	<i>Registration/application number</i>	<i>Filing date</i>	<i>Status</i>
LUCKY CLICK	41	USA	85714721	28 August 2012	Registered
LUCKY CLICK		Canada	1591651	27 August 2012	Advertised

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