

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IGT		11/18/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Habanero Systems B.V.		
Street Address:	Landhuis Joonchi, Kaya Richard J. Beaujon z/n		
City:	Willemstad		
State/Country:	CURACAO		
Entity Type:	Corporation: CURACAO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3914816	BOMBS AWAY	
CORRESPONDENCE DATA			
Fax Number:	3108464799		
<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:	310-478-4100		
Email:	patentandtrademarks@wrslawyers.com		
Correspondent Name:	Mark B. Mizrahi		
Address Line 1:	11400 West Olympic Blvd.		
Address Line 2:	9th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
ATTORNEY DOCKET NUMBER:	18948-001		
NAME OF SUBMITTER:	Mark B. Mizrahi		
SIGNATURE:	/mark b mizrahi/		
DATE SIGNED:	12/13/2016		
Total Attachments: 4			
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OP \$40.00 3914816

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of November 18, 2016 (the "Effective Date"), by and between IGT, a Nevada corporation having a place of business at 6355 South Buffalo Drive, Las Vegas, Nevada 89113 ("Assignor") and Habanero Systems B.V., a Curacaoan corporation having its principal place of business at Landhuis Jonchi, Kaya Richard J Beaujon z/n, Willemstad, Curacao ("Assignee" and together with Assignor, each a "Party" and collectively the "Parties").

WHEREAS, Assignor holds ownership rights in and to the trademarks, trademark registrations, trademark registration applications, service marks, service mark registrations and service mark registration applications identified on Schedule A, and the goodwill associated therewith and symbolized thereby ("Assigned Marks");

WHEREAS, Assignee is desirous of obtaining Assignor's entire right, title and interest in, to and under the Assigned Marks.

NOW THEREFORE, in consideration of the covenants and agreement contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT

1.1 Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under the Assigned Marks together with the goodwill of the business connected with the use of the Assigned Marks, including, without limitation, Assignor's rights to (a) recover damages for any all past, current or future infringements or other violations thereof, (b) apply for, revive and maintain all registrations, renewals and/or extensions thereof, (c) file applications, revive abandoned applications and registrations, and make claims of priority to the Assigned Marks under the trademark laws of the United States, the International Convention for the Protection of Industrial Property, and any other international agreement or convention or the domestic laws of any county in which such application is filed, and (d) grant licenses or other interests therein; provided that, with respect to any Assigned Marks that have United States intent-to-use trademark applications for which an affidavit of use has not yet been filed, the transfer and assignment of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

1.2 Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States (including any official empowered or authorized by international agreement or convention to issue patents pursuant to such agreement or convention), whose duty it is to issue trademarks on applications as aforesaid, to record Assignee as the owner of the Assigned Marks. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

2. GENERAL PROVISIONS

2.1 Assistance. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

2.2 Governing Law. This Assignment and any dispute hereunder shall be governed by and construed in accordance with the domestic laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Nevada.

2.3 Counterparts. This Assignment may be executed in multiple counterparts (including by means of telecopied signature pages), any of which need not contain the signature of more than one Party, but all such counterparts taken together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or managers, as of the date first written above.

ASSIGNOR:

IGI

By: 

Name: EDWIN SORIANO

Title: DIRECTOR

State of

)

)

SS

Country of

)

ASSIGNEE:

Habanero Systems B.V.

By: 

Name: EDWIN SORIANO

Title: CEO

Country of

)

CURACAO

SCHEDULE A

TRADEMARKS

Registration Number	Title	Filing Date	Issue Date	Country
3914816	BOMBS AWAY	3-09-2009	02-01-2011	United States of America
