

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454727

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Blastworks, Inc. | | 12/14/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPJ Group Holdings Limited | | |
| Street Address: | 22 Grenville Street | | |
| City: | St. Helier | | |
| State/Country: | JERSEY | | |
| Postal Code: | JE48PX | | |
| Entity Type: | Limited Corporation: JERSEY | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5014661 | LUCKY STREAK | |
| Registration Number: | 5014662 | LUCKY STREAK | |
| Registration Number: | 5121182 | CLUBSPARK | |
| 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: | 3034732873 | | |
| Email: | ltronco@hollandhart.com, docket@hollandhart.com | | |
| Correspondent Name: | Larry H. Tronco, Holland & Hart, LLP | | |
| Address Line 1: | PO Box 8749 | | |
| Address Line 2: | Trademark Docketing | | |
| Address Line 4: | Denver, COLORADO 80201 | | |
| ATTORNEY DOCKET NUMBER: | 101560.0001 BW to JPJ | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Larry H. Tronco, Holland & Hart, LLP | | |
| Address Line 1: | PO Box 8749 | | |
| Address Line 2: | Trademark Docketing | | |
| Address Line 4: | Denver, COLORADO 80201 | | |

OP \$90.00 5014661

| | |
|---|-------------------|
| NAME OF SUBMITTER: | Larry H. Tronco |
| SIGNATURE: | /LARRY H. TRONCO/ |
| DATE SIGNED: | 12/15/2017 |
| Total Attachments: 12 source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page1.tif source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page2.tif source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page3.tif source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page4.tif source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page5.tif source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page6.tif source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page7.tif source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page8.tif source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page9.tif source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page10.tif source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page11.tif source=Grant of security interest - Blastworks Inc (lender) to JPJ Group (7283715_1)#page12.tif | |

INTELLECTUAL PROPERTY GRANT OF SECURITY INTEREST

THIS INTELLECTUAL PROPERTY GRANT OF SECURITY INTEREST (the "Grant of Security Interest"), dated as of the last signature below, is made by Blastworks, Inc., a Delaware company located at 1501 1st Ave South, Suite 670, Seattle, Washington 98134, United States of America (the "Grantor"), and JPJ Group Holdings Limited, a company incorporated and registered in Jersey with registered office located at 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands (the "Secured Party").

WITNESSETH

WHEREAS, Grantor and Secured Party (the "Parties") have contemporaneously entered into an intellectual property Security Agreement for the purpose of securing a loan from Secured Party to Grantor;

WHEREAS, Grantor has agreed to execute and deliver this Grant of Security Interest in order to, among other things, induce Secured Party to enter into the Security Agreement and provide additional security with respect to Grantor's obligations pursuant to the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Grant of Security Interest, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the indebtedness, Grantor does hereby assign and grant to Secured Party a security interest in the following described property now owned or hereafter acquired by Grantor (collectively, the "IP Collateral"):

- (a) all patents and patent applications, and all unpatented or unpatentable inventions, including those referred to in **Schedule A**;
- (b) all trademarks, service marks, and trade names, including those referred to in **Schedule B** hereto except any intent to use trademarks;
- (c) all copyrights, including those referred to in **Schedule C** hereto; and
- (d) all of the goodwill connected with or symbolized by any of the items described in subsections (a), (b) and (c), above.

SECTION 3. Security Agreement. This Grant of Security Interest has been executed and delivered by Grantor for the purpose of registering the security interests of Secured Party in the IP Collateral with the United States Patent and Trademark Office, the United States

Copyright Office and corresponding government offices and agencies, as necessary. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement.

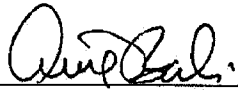
SECTION 4. Release of Security Interest. Upon payment in full of all indebtedness as set forth and described in the Security Agreement, Secured Party shall execute and deliver to Grantor all instruments and other documents as may be necessary to release the lien on and security interest in the IP Collateral which has been granted hereunder.

SECTION 5. Acknowledgement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

BLASTWORKS, INC. ("GRANTOR")

By: 
Name: Asul Bani
Title: DIRECTOR

Dated: 12/14/2017

JPJ GROUP HOLDINGS LIMITED
("SECURED PARTY")

By: _____
Name: _____
Title: _____

Dated:

TRADEMARK
REEL: 006230 FRAME: 0118

SCHEDULE A

PATENTS

| COUNTRY | TITLE | FILED/ ISSUED | APPLICATION/ PATENT NO | STATUS |
|---------|---|------------------|---------------------------|---------|
| US | BINGO GAMES, GAMING DEVICES AND GAME SYSTEMS HAVING A PLAYER BINGO INDICIA GRAB FEATURE | 05/02/2017 | 9,640,029 | ISSUED |
| US | GAMES, GAMING DEVICES AND GAME SYSTEMS HAVING A GAME INDICIA GRAB FEATURE | 11/18/2016 | 15/355,263 | PENDING |
| US | GAMES AND GAMING MACHINES HAVING A CARD BUY/SELL FEATURE | 08/28/2017 | 15/688,153 | PENDING |

SCHEDULE B

Trademarks

| MARK | Class | APPLICATION/ REGISTRATION NUMBER |
|-----------------|--------------|---|
| 1. LUCKY STREAK | 9 | 5,014,661 |
| 2. LUCKY STREAK | 41 | 5,014,662 |
| 3. CLUBSPARK | 41 | 5,121,182 |

SCHEDULE C

Copyrights

None.

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- (a) all patents and patent applications, and all unpatented or unpatentable inventions, including those referred to in **Schedule A**;
- (b) all trademarks, service marks, and trade names, including those referred to in **Schedule B** hereto except any intent to use trademarks;
- (c) all copyrights, including those referred to in **Schedule C** hereto; and
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BLASTWORKS, INC. ("GRANTOR")

By: _____

Name: _____

Title: _____

Dated:

JPJ GROUP HOLDINGS LIMITED
("SECURED PARTY")

By: D. J. Talisman

Name: DAVID TALISMAN

Title: DIRECTOR

Dated: 12/14/2017

SCHEDULE A

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SCHEDULE C

Copyrights

None.