

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Poker Productions LLC		11/30/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Poker Central LLC		
Street Address:	3993 HOWARD HUGHES PKWY		
Internal Address:	SUITE 450		
City:	LAS VEGAS		
State/Country:	NEVADA		
Postal Code:	89169		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4950686	POKER AFTER DARK	
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:	858-232-2571		
Email:	alena@herranenlaw.com		
Correspondent Name:	Alena Herranen		
Address Line 1:	4365 Samoset Avenue		
Address Line 4:	San Diego, CALIFORNIA 92117		
NAME OF SUBMITTER:	ALENA HERRANEN		
SIGNATURE:	/AHERRANEN/		
DATE SIGNED:	12/02/2019		
Total Attachments: 4			
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OP \$40.00 4950686

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademark (this "Assignment") is made effective November 30, 2019 ("Effective Date"), from POKER PRODUCTIONS LLC, a Nevada limited liability company ("Assignor") to POKER CENTRAL LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is the sole owner of the trademarks and trademark applications listed in Exhibit A attached hereto ("Marks").

B. Pursuant to a certain Asset Purchase Agreement effective as of November 30, 2019, to which the Assignor and the Assignee are parties ("Asset Purchase Agreement"), the Assignor desires to transfer all of its right, title and interest in, to and under the Marks, and the goodwill and common law rights associated therewith, to Assignee by this instrument and Assignee desires to accept this transfer.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. ASSIGNMENT. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest in and to the Mark, together with all the goodwill of the business symbolized by the Trademark, and all rights of action, powers, and benefits belonging or accrued to the Trademark, including the right to take action against any person for any infringement of the Trademark occurring before the Effective Date of this Assignment ("Assets").

2. RECORDATION. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Marks, and to issue the Marks to Assignee, as assignee of the entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Marks.

3. NO MODIFICATION. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the rights, remedies, or obligations of the Assignor and the Assignee under the Asset Purchase Agreement. In the event of a conflict or inconsistency between the Asset Purchase Agreement and this Assignment, the Asset Purchase Agreement shall control and take precedence.

4. SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their permitted successors and assigns.

5. **FURTHER ASSURANCES.** Assignor further agrees to execute all documents as may be required to give effect to the terms of this Agreement and to cooperate with Assignee, its successors, assigns and legal representatives, in obtaining and presenting evidence in connection therewith or in policing or enforcing of the right to transfer hereby.

6. **COUNTERPARTS.** This Assignment may be executed in counterparts, each of which shall be an original, and any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. but all of which taken together shall constitute one and the same agreement. This Assignment may be executed and delivered by facsimile or portable document format (.PDF) transmission. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

7. **HEADINGS.** The subject headings of the paragraphs of this Assignment are included for convenience only and shall not affect the construction or interpretation of any of its provisions.


8. **GOVERNING LAW.** The internal law, without regard to conflicts of law principles, of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment, or have caused this Assignment to be duly executed on their behalf, as of the Effective Date.

Assignor:

POKER PRODUCTIONS LLC
a Nevada limited liability company

By:
Name:
Its:



Elizabeth Wood
Manager

ACCEPTANCE OF ASSIGNMENT

The undersigned, Elizabeth Wood, Manager of Poker Central LLC, a Delaware limited liability company, hereby accepts and consents to the foregoing Assignment according to the terms and provisions thereof.

Assignee:

POKER CENTRAL LLC,
a Delaware limited liability company

By: 
Name: Elizabeth Wood
Its: Manager

Exhibit A

Mark	Country/Jurisdiction	Reg#	Ser #
POKER AFTER DARK	US	4950686	
POKER AFTER DARK	CANADA		1954331
POKER AFTER DARK	WIPO	1467267	
POKER AFTER DARK	CHINA	1467267	