

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM588965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPORTSDIRECT.COM RETAIL LIMITED		07/22/2020	Limited Company: UNITED KINGDOM
GAME RETAIL LIMITED		07/22/2020	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	BELONG GAMING LLC		
Street Address:	535 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88202137	BELONG	
CORRESPONDENCE DATA			
Fax Number:	7145135130		
<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:	7144248215		
Email:	uspto-tm-oc@sheppardmullin.com		
Correspondent Name:	Carlo F. Van den Bosch		
Address Line 1:	650 Town Center Drive		
Address Line 2:	10th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	69BT-319732		
NAME OF SUBMITTER:	Carlo F. Van den Bosch		
SIGNATURE:	/cfv/		
DATE SIGNED:	07/28/2020		
Total Attachments: 16			
source=TM & domain name assignment#page1.tif			

CH \$40.00 88202137

source=TM & domain name assignment#page2.tif
source=TM & domain name assignment#page3.tif
source=TM & domain name assignment#page4.tif
source=TM & domain name assignment#page5.tif
source=TM & domain name assignment#page6.tif
source=TM & domain name assignment#page7.tif
source=TM & domain name assignment#page8.tif
source=TM & domain name assignment#page9.tif
source=TM & domain name assignment#page10.tif
source=TM & domain name assignment#page11.tif
source=TM & domain name assignment#page12.tif
source=TM & domain name assignment#page13.tif
source=TM & domain name assignment#page14.tif
source=TM & domain name assignment#page15.tif
source=TM & domain name assignment#page16.tif

TRADE MARK AND DOMAIN NAME ASSIGNMENT

This agreement is dated

July 22, 2020

PARTIES

(1) **SPORTSDIRECT.COM RETAIL LIMITED** incorporated and registered in England and Wales with company number 03406347 whose registered office is at Unit A, Brook Park East, Shirebrook, NG20 8RY;

(2) **GAME RETAIL LIMITED** incorporated and registered in England and Wales with company number 07837246 whose registered office is at Unity House, Telford Road, Basingstoke, Hampshire, RG21 6YJ;

(together the "**Assignors**")

(3) **BELONG GAMING LLC** incorporated and registered in the State of Delaware, the United States of America whose principal place of business is at 535 Madison Avenue, New York, NY, 10022 (the "**Assignee**")

BACKGROUND

(A) The Assignors own the Registered Domain Names and the Trade Marks (as defined below).

(B) By an APA (as defined below) of even date, the Assignors have agreed to assign to the Assignee the Assigned Rights (as defined below) on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

APA means the asset purchase agreement between the Assignors, the Assignee and Vindex LLC of even date, pursuant to which it has been agreed that the Assigned Rights shall be assigned to the Assignee under this agreement.

Assigned Rights means the Trade Marks and the Registered Domain Names.

BLA means the brand licence agreement between GAME Retail Limited, the Assignee and Vindex LLC of even date, pursuant to which it has been agreed that the Assignee licences to GAME Retail Limited certain rights to enable GAME Retail Limited to continue its use of certain of the Assigned Rights and Intellectual Property Rights associated therewith.

Business Day means day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Intellectual Property Rights means any and all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks 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, rights in computer software, 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.

Registered Domain Names means the registered domain names set out in Schedule 2.

Trade Marks the registered trade marks and the applications set out in Schedule 1.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 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.

1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A reference to **writing** or **written** includes fax but not email.

1.9 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.

2. ASSIGNMENT

Pursuant to and for the consideration set out in the APA, and subject to the terms of the BLA, the Assignors hereby assign to the Assignee absolutely all their rights, title and interests in and to the Assigned Rights, including:

(a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;

(b) the right to claim priority from any of the Trade Marks;

(c) all goodwill attaching to the Trade Marks; and

(d) 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 agreement.

For the avoidance of any doubt, the Assignors give no assurances as to (i) whether the Assignee will be registered as the holder of any Trade Mark which is the subject of a pending application; or (ii) (without prejudice to the rights and remedies of the Assignee under section 2.7.1 of the APA, and the corresponding provisions of the APA

required for the proper interpretation and application of section 2.7.1, including section 5.3) whether the Assignee is free to use any of the Trade Marks including (without limitation) those which are the subject of applications.

3. FURTHER ASSURANCE

At the Assignee's expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including but not limited to:

(a) registration of the Assignee as applicant for or registered proprietor of the Trade Marks; and

(b) promptly completing all formalities (including the provision of all relevant account details and passwords) that are required to transfer full and unconditional ownership and technical control of the Registered Domain Names to, and to register the Registered Domain Names in the name of, the Assignee, including the change of registrant name and change of administrative contact as directed by the Assignee and, where required by the Assignee, change of registrar and webhost.

4. 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.

5. VARIATION

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

6. SEVERANCE

6.1 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.

6.2 If 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.

7. COUNTERPARTS

7.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

8. GOVERNING LAW AND JURISDICTION

This agreement, and any controversy or dispute arising in connection with this agreement, shall be governed by and construed in accordance with the substantive law of the State of New York. Each Party irrevocably submits to the sole and exclusive jurisdiction of the courts of New York State and the Federal courts of the Southern District of New York, situated in the City, County and State of New York. Each Party irrevocably consents to the exercise of personal jurisdiction over each of the Parties by such courts and waives any right to plead, claim or allege that

New York is an inconvenient forum. Each Party irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of
**SPORTSDIRECT.COM RETAIL
LIMITED**

Sean Nevitt

.....

Director

Signed for and on behalf of **GAME
RETAIL LIMITED**

.....

Director

Signed for and on behalf of **BELONG
GAMING LLC**

.....

Director

Signed for and on behalf of
**SPORTSDIRECT.COM RETAIL
LIMITED**

.....

Director

Signed for and on behalf of **GAME
RETAIL LIMITED**

Ray Kavanagh

.....

Director

Signed for and on behalf of **BELONG
GAMING LLC**

.....

Director

Signed for and on behalf of
**SPORTSDIRECT.COM RETAIL
LIMITED**

.....

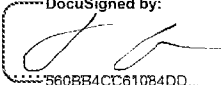
Director

Signed for and on behalf of **GAME
RETAIL LIMITED**

.....

Director





Signed for and on behalf of **BELONG
GAMING LLC**

DocuSigned by:

S60BB4CC61084DD...

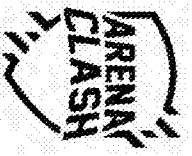
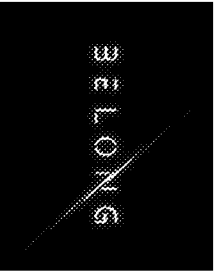


Director

SCHEDULE 1


REGISTERED TRADE MARKS AND APPLICATIONS

Trade Mark/Device	Country	Application/Registration No.	Owner	Application Date	Registration Date	Classes	Status
	EU	018199527	Sportsdirect.com Retail Limited / Game Retail Limited	21 February 2020	-	9, 25, 35, 38, 41, 42, 45	Pending
	EU	018199532	Sportsdirect.com Retail Limited / Game Retail Limited	21 February 2020	-	9, 25, 35, 38, 41, 42, 45	Pending
	EU	018203012	Sportsdirect.com Retail Limited / Game Retail Limited	27 February 2020	7 July 2020	9, 41	Registered
	EU	018203017	Sportsdirect.com Retail Limited / Game Retail Limited	27 February 2020	8 July 2020	9, 41	Registered

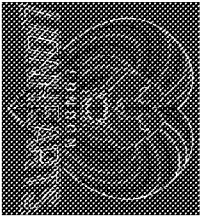
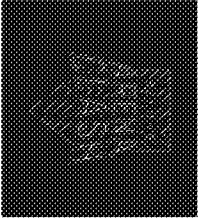
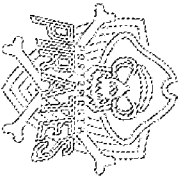
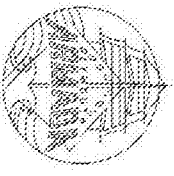
TRADE MARK

Trade Mark/Device	Country	Application/Registration No.	Owner	Application Date	Registration Date	Classes	Status
	EU	018203022	Sportsdirect.com Retail Limited / Game Retail Limited	27 February 2020	8 July 2020	9, 41	Registered
	United Kingdom	UK00003197977 (series of 2)	Sportsdirect.com Retail Limited / Game Retail Limited	22 November 2016	17 February 2017	09, 38, 41, 43	Registered
	United Kingdom	UK00003312251 (series of 2)	Game Retail Limited	21 May 2018	17 August 2018	09, 38, 41, 43	Registered
BELONG	United Kingdom	UK00003462410	Sportsdirect.com Retail Limited / Game Retail Limited	30 January 2020	-	9, 25, 35, 38, 41, 42, 45	Pending
	United Kingdom	UK00003468818	Sportsdirect.com Retail Limited / Game Retail Limited	21 February 2020	-	9, 41	Pending

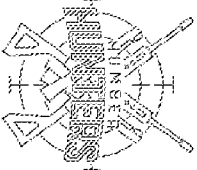
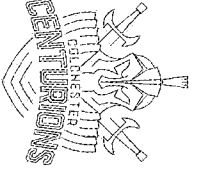

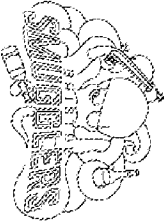
TRADEMARK

Trade Mark/Device	Country	Application/Registration No.	Owner	Application Date	Registration Date	Classes	Status
	United Kingdom	UK00003468855	Sportsdirect.com Retail Limited / Game Retail Limited	21 February 2020	-	9, 41	Pending
	United Kingdom	UK00003468859	Sportsdirect.com Retail Limited / Game Retail Limited	21 February 2020	-	9, 41	Pending
LAKE SIDE LEVIATHANS	United Kingdom	UK00003468883	Sportsdirect.com Retail Limited / Game Retail Limited	21 February 2020	-	9, 25, 41	Pending
BRISTOL BRAWLERS	United Kingdom	UK00003468885	Sportsdirect.com Retail Limited / Game Retail Limited	21 February 2020	-	9, 25, 41	Pending
	United Kingdom	UK00003219050	Sportsdirect.com Retail Limited / Game Retail Limited	16 March 2017	11 August 2017	09, 38, 41	Registered

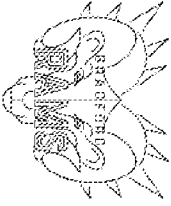

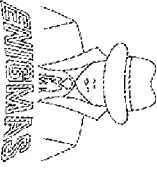
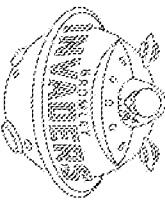
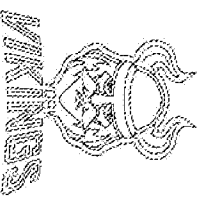
TRADEMARK

Trade Mark/Device	Country	Application/Registration No.	Owner	Application Date	Registration Date	Classes	Status
	United Kingdom	UK00003219053	Sportsdirect.com Retail Limited / Game Retail Limited	16 March 2017	2 June 2017	09, 38, 41	Registered
	United Kingdom	UK00003219055	Sportsdirect.com Retail Limited / Game Retail Limited	16 March 2017	2 June 2017	09, 38, 41	Registered
	United Kingdom	UK00003226906	Sportsdirect.com Retail Limited / Game Retail Limited	25 April 2017	14 July 2017	09, 38, 41	Registered
	United Kingdom	UK00003226908	Sportsdirect.com Retail Limited / Game Retail Limited	25 April 2017	14 July 2017	09, 38, 41	Registered

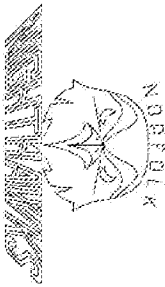
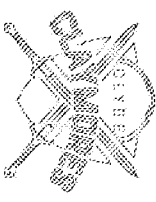
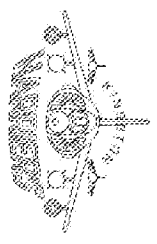
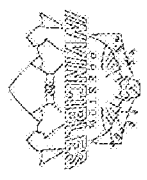
TRADEMARK

Trade Mark/Device	Country	Application/Registration No.	Owner	Application Date	Registration Date	Classes	Status
	United Kingdom	UK00003226909	Sportsdirect.com Retail Limited / Game Retail Limited	25 April 2017	14 July 2017	09, 38, 41	Registered
	United Kingdom	UK00003226911	Sportsdirect.com Retail Limited / Game Retail Limited	25 April 2017	14 July 2017	09, 38, 41	Registered
	United Kingdom	UK00003226913	Sportsdirect.com Retail Limited / Game Retail Limited	25 April 2017	14 July 2017	09, 38, 41	Registered
	United Kingdom	UK00003226914	Sportsdirect.com Retail Limited / Game Retail Limited	25 April 2017	14 July 2017	09, 38, 41	Registered

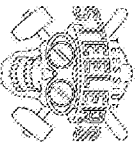
TRADEMARK

Trade Mark/Device	Country	Application/Registration No.	Owner	Application Date	Registration Date	Classes	Status
	United Kingdom	UK00003226915	Sportsdirect.com Retail Limited / Game Retail Limited	25 April 2017	14 July 2017	09, 38, 41	Registered
	United Kingdom	UK00003227529	Sportsdirect.com Retail Limited / Game Retail Limited	27 April 2017	14 July 2017	09, 38, 41	Registered
	United Kingdom	UK00003227532	Sportsdirect.com Retail Limited / Game Retail Limited	27 April 2017	14 July 2017	09, 38, 41	Registered
	United Kingdom	UK00003238634	Sportsdirect.com Retail Limited / Game Retail Limited	21 June 2017	8 September 2017	9, 38, 41	Registered
	United Kingdom	UK00003238635	Sportsdirect.com Retail Limited / Game Retail Limited	21 June 2017	20 April 2018	9, 38, 41	Registered

TRADEMARK

Trade Mark/Device	Country	Application/Registration No.	Owner	Application Date	Registration Date	Classes	Status
	United Kingdom	UK00003238636	Sportsdirect.com Retail Limited / Game Retail Limited	21 June 2017	8 September 2017	9, 38, 41	Registered
	United Kingdom	UK00003238639	Sportsdirect.com Retail Limited / Game Retail Limited	21 June 2017	8 September 2017	9, 38, 41	Registered
	United Kingdom	UK00003238640	Sportsdirect.com Retail Limited / Game Retail Limited	21 June 2017	8 September 2017	9, 38, 41	Registered
	United Kingdom	UK00003238641	Sportsdirect.com Retail Limited / Game Retail Limited	21 June 2017	8 September 2017	9, 38, 41	Registered
	United Kingdom	UK00003290349	Sportsdirect.com Retail Limited / Game Retail Limited	15 February 2018	7 September 2018	09, 38, 41	Registered

TRADEMARK

Trade Mark/Device	Country	Application/Registration No.	Owner	Application Date	Registration Date	Classes	Status
	United Kingdom	UK00003238645	Sportsdirect.com Retail Limited / Game Retail Limited	21 June 2017	20 April 2018	09, 38, 41	Registered
3 E L O N G	Spain	M3744874	Game Retail Limited	21 November 2018	26 July 2019	09, 38, 41	Registered
3 E L O N G	United States of America	88202137	Game Retail Limited	21 November 2018	-	09, 38, 41	Pending

TRADEMARK

SCHEDULE 2
REGISTERED DOMAIN NAMES

Registered Domain names

Belong.game
Belongbygame.co.uk
Belongbygame.com
Belong.gg
ukmasters.gg
Belong.us