

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lancaster Bingo Company, Inc.		09/20/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Phoenix Gaming Supply, LLC		
Street Address:	9900 Clinton Road		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5936646	LANCASTER BINGO COMPANY WE MAKE WINNINGE	
Registration Number:	5936645	LANCASTER BINGO COMPANY	
Registration Number:	2492426	LBC INC THE BINGO STORE ON WHEELS	
Registration Number:	2482262	THE BINGO STORE ON WHEELS	
Registration Number:	2233095	INSTANT 13'S	
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>			
Email:	aprilwhite@paulhastings.com		
Correspondent Name:	Paul Hastings, LLP		
Address Line 1:	4747 Executive Dr. 12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	April White		
SIGNATURE:	/April White/		
DATE SIGNED:	09/30/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (this “Assignment”) is executed and delivered by and among The Lancaster Bingo Company, Inc., an Ohio corporation (“Seller”), and Phoenix Gaming Supply, LLC, an Ohio limited liability company (“Buyer”), as of September 20, 2021, pursuant to that certain Asset Purchase Agreement (the “Agreement”), made and entered into on September 3, 2021, by and among Seller, Buyer and the other parties thereto. Defined terms used but not defined in this Assignment have the meanings set forth in the Agreement.

WHEREAS, Seller and Buyer have entered into the Agreement, pursuant to which Seller has agreed to sell, convey, transfer, assign, and deliver to Buyer, and Buyer has agreed to purchase, accept, and acquire from Seller, the Intellectual Property owned or licensed by Seller and included in the Assets, together with the goodwill symbolized thereby and associated therewith, in each case excluding all Intellectual Property that is an Excluded Asset (collectively, the “Assigned Intellectual Property”), including without limitation the Assigned Intellectual Property set forth on Exhibit A.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises set forth in this Assignment and the Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Conveyance. Seller hereby sells, conveys, transfers, assigns, and delivers to Buyer, and Buyer hereby purchases, accepts, and acquires, all of Seller’s right, title, and interest in and to the Assigned Intellectual Property, same to be held by Buyer for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, including without limitation the right to file for and claim priority to any Assigned Intellectual Property; together with all rights to income, royalties, and license fees deriving from the Assigned Intellectual Property, all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Assigned Intellectual Property and all rights to sue for, collect, and retain all past, present and future damages, profits, proceeds, and all other remedies associated therewith, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Buyer and its successors, assigns and other legal representatives.

2. Recordation. Seller hereby authorizes the United States Commissioner of Patents and Trademarks to record Buyer as the owner of the registered Trademarks and applications for registration of Trademarks included in the Assigned Intellectual Property as being registered or applied for in the United States, and to issue any and all such Trademarks to Buyer, as assignee of the entire right, title and interest in, to and under the same. Buyer shall have the right to record this Assignment with the United States Patent and Trademark Office so as to perfect, confirm, and/or evidence its ownership of such Trademarks.

3. Governing Law. The parties agree that this Assignment and all matters arising from or relating to this Assignment shall be governed by and construed in accordance with the Laws of the State of Ohio, without regard to the conflict of law principles thereof.

4. Counterparts. This Assignment may be executed by facsimile signatures and in one or more counterparts (including by PDF or other electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Remainder of page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

BUYER:

Phoenix Gaming Supply, LLC

By: 

Name: John E. Gallagher, Jr.

Its: President

[Signature Page to Intellectual Property Assignment and Assumption Agreement]

TRADEMARK
REEL: 007444 FRAME: 0039

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

SELLER:

The Lancaster Wings Company, Inc.

By: _____
Name: Hashim A. Said
Its: CEO

{Signature Page to Intellectual Property Assignment and Assumption Agreement}

EXHIBIT A

Certain Assigned Intellectual Property

- Ordering Document dated 4/27/2020 between the Seller and Oracle America, Inc.; Estimate dated 4/27/2020 between the Seller and Oracle America, Inc.; and the Oracle Data Processing Agreement (covering NetSuite services) between the Seller and Oracle America, Inc. (www.oracle.com/corporate/contracts/cloud-service/) (collectively, the “*Oracle NetSuite Contracts*”)

- Trademarks:

Serial Number	Reg. Number	Word Mark
88442927	5936646	Lancaster Bingo Company We make Winning Easy
88442924	5936645	Lancaster Bingo Company
76109083	2492426	LBC Inc. the Bingo Store on Wheels
76109082	2482262	The Bingo Store on Wheels
75382702	2233095	Instant 13's

- Trade names:

Lancaster Bingo Company
LBC, Inc.
The Bingo Store on Wheels
Superior Bingo Supplies

- Domain names:

Domain Name	Expiration Date
bingofortheunofit.com	Jun 14 2022
bingoforthehealthofit.com	Jun 14 2022
Bingogames.games	March 30 2022
Bingogames.store	March 30 2022
bingopulltabs.com	Jun 12 2022
bingopulltabs.net	Jun 12 2022
Charitablegamingexperts.com	March 30 2022
Charitablegamingohio.info	March 30 2022
Charitablegamingohio.net	March 30 2022
Charitablegamingohio.org	March 30 2022
Charitygaming.info	March 30 2022
cincinnatiingos.com	Jul 01 2022
clevelandbingos.com	Jul 01 2022
coalitionforcharitablegaming.com	Sep 02 2022
columbusbingos.com	Jul 01 2022

cosmicbingolbc.com	Apr 05 2022
decaturingo.com	Feb 18 2022
electronic.bingo	Aug 17 2022
electronicpulltabs.bingo	Aug 17 2022
Electronicpulltabs.club	March 30 2022
Electronicpulltabs.co	March 30 2022
electronicpulltabs.games	Aug 17 2021
Electronicpulltabs.org	March 30 2022
Electronicpulltabs.store	March 30 2022
eriebingo.com	Feb 18 2022
Etabsforcharities.com	March 30 2022
gamechance.org	Jan 25 2022
Illinoischaritablegaming.us	March 30 2022
Kentuckycharitablegaming.us	March 30 2022
lancaster.bingo	Mar 11 2022
lancasterbingo.com	Jun 30 2022
lancasterblacklightbingo.com	May 03 2022
lbcgaming.com	Oct 05 2021
mrbingoinc.com	May 20 2022
Ohiocharitablegaming.info	March 30 2022
Ohiocharitablegaming.net	March 30 2022
Ohiocharitablegaming.org	March 30 2022
Pacharitablegaming.us	March 30 2022
Pulltab.games	March 30 2022
Pulltabgames.net	March 30 2022
tabsandtips.com	Sep 11 2021
Tipsandtabs.com	Sep 11 2021
Tipsntabs.com	Sep 11 2021
lancastergaming.com	

- Software: The Company's route sales system.