

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K&B Sales, Inc.		09/25/2023	Corporation:
RECEIVING PARTY DATA			
Name:	All Saints Texas, LLC		
Street Address:	5446 US 290		
Internal Address:	Suite 205		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78735		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2979500	GOODTIME ACTION	
CORRESPONDENCE DATA			
Fax Number:	2163639001		
<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:	216-363-9000		
Email:	jzanghi@faysharpe.com		
Correspondent Name:	John S. Zanghi		
Address Line 1:	1228 Euclid Avenue		
Address Line 2:	The Halle Bldg, 5th Floor		
Address Line 4:	Cleveland, OHIO 44115		
ATTORNEY DOCKET NUMBER:	ARWZ000024US01		
NAME OF SUBMITTER:	John S. Zanghi		
SIGNATURE:	/John S. Zanghi/		
DATE SIGNED:	10/12/2023		
Total Attachments: 9			
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TRADEMARK

REEL: 008226 FRAME: 0213

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is entered into and effective as of September 25, 2023 (the “Effective Date”), by and among Four Corners, Inc., a Nevada corporation (“Four Corners”), K&B Sales, Inc., an Oklahoma corporation (“K&B” and collectively with Four Corners, “Sellers”, and each individually, a “Seller”), and All Saints Texas, LLC d/b/a Roy Bingo Supplies Texas, LLC, a Delaware limited liability company (“Buyer”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Buyer and Sellers are parties to an Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Sellers agreed to sell, transfer and assign to Buyer, free and clear of all Liens, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this Agreement, for recording with, as applicable, the United States Patent and Trademark Office, the United States Copyright Office, and/or corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Subject to the terms and conditions set forth in the Purchase Agreement, effective as of the Closing, each Seller hereby irrevocably assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of such Seller’s right, title and interest in and to the Seller Intellectual Property (as defined in the Purchase Agreement), including, without limitation, the following (collectively, the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);

(b) the tradenames, service names, unregistered trademarks, trademark registrations and applications set forth on Schedule 2 and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 and all issuances, extensions, and renewals thereof (the “Copyrights”);

(d) the software used in the Business, including but not limited to the proprietary software set forth on Schedule 4;

(e) the domain names set forth on Schedule 5;

(f) all rights of any kind whatsoever of each Seller accruing under any of the foregoing provided by applicable law of any jurisdiction;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter

due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each Seller hereby authorizes, as applicable, the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Buyer. Following the date hereof, upon Buyer's reasonable request and expense, each Seller shall take such reasonable steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Conflict with the Purchase Agreement. The sale, conveyance, assignment, transfer and delivery of the Assigned IP hereunder is made in accordance with and subject to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement, and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

4. Notices. Any notice, request or other document to be given hereunder to any party shall be given in the manner specified in Section 11.4 of the Purchase Agreement.

5. Entire Agreement; Construction. The Agreement may not be amended or modified except by a document in writing signed by all parties hereto. This Agreement and the related rights and obligations shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of each of the parties hereto, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other parties (any such purported assignment/delegation being void). This Agreement, together with the Purchase Agreement, constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous negotiations, agreements and understandings of the parties.

6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Signatures of the parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.

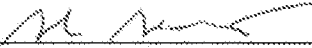
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any conflict of laws provisions.

[Signature Page Follows]

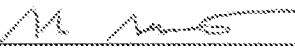
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLERS:

Four Corners, Inc.

By: 
Name: Glenn Goulet
Title: President

K&B Sales, Inc.

By: 
Name: Glenn Goulet
Title: President

BUYER:

All Saints Texas, LLC

By: _____
Name: Lawrence W. Weinstein
Title: Manager

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLERS:

Four Corners, Inc.

By: _____
Name: Glenn Goulet
Title: President

K&B Sales, Inc.

By: _____
Name: Glenn Goulet
Title: President

BUYER:

All Saints Texas, LLC

By: DocuSigned by: Lawrence Weinstein _____
Name: Lawrence W. Weinstein
Title: Manager

[Signature Page to Intellectual Property Assignment Agreement]

Schedule 1

Assigned Patents and Patent Applications

Ctry	Title	Status	Pat. No.	Issue Date	Owner
US	TABLET COMPUTER CASE	Registered	D691,144	10-8-2013	K&B Sales, Inc.

Schedule 2

Assigned Trademarks and Applications





Registered Trademarks:

Ctry	Mark	Status	Reg. No.	Reg. Date	Goods/Services	Owner
US	GOODTIME ACTION	Registered	78324374	7/26/2005	Int'l Classes 009, 025, 028, 041, and 042	K&B Sales, Inc.
US	WIN-NOW	Registered	76312657	2/4/2003	Int'l Class 028	K & B Sales, Inc.

Registered Trade Names/Assumed Business Names:

State	Name	Status	Entity No	Reg. Date	Owner	Expiration Date
TX	GOODTIME BINGO	Registered	5994306	6/1/2018	K & B Sales, Inc.	6/1/2028
TX	GOODTIME ACTION GAMES	Registered	5994306	6/1/2018	K & B Sales, Inc.	6/1/2028

Unregistered Trademarks:

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- 
- 
- FOUR CORNERS, INC.
- GMAXX

Schedule 3

Assigned Copyright Registrations and Applications

None.

Schedule 4

Proprietary Software

1. Tab TV
2. Tab Inventory
3. Player Rewards System

Schedule 5

Assigned Domain Names

Domain Name	Status	Expiration Date	Registrar	Registrant
bingoorder.com	Active	1/15/2024	GoDaddy.com, LLC	
fourcornerscompany.com	Active	1/15/2025	GoDaddy.com, LLC	
fourcornersinc.com	Active	1/15/2025	GoDaddy.com, LLC	
gmaxxgaming.com	Active	1/15/2024	GoDaddy.com, LLC	
gmaxxmobile.com	Active	1/15/2024	GoDaddy.com, LLC	
gmaxxusa.com	Active	1/15/2024	GoDaddy.com, LLC	
goodtimeaction.com	Active	1/15/2025	GoDaddy.com, LLC	
goodtimeactiongame.com	Active	1/15/2024	GoDaddy.com, LLC	
goodtimeactiongames.com	Active	1/15/2025	GoDaddy.com, LLC	
goodtimeactionrewards.com	Active	1/15/2024	GoDaddy.com, LLC	
gtagrewards.com	Active	11/18/2023	GoDaddy.com, LLC	
gtagusa.com	Active	1/15/2024	GoDaddy.com, LLC	
kbsales.com	Active	1/15/2025	GoDaddy.com, LLC	
myactionrewards.com	Active	1/15/2025	GoDaddy.com, LLC	
orderbingo.com	Active	1/15/2024	GoDaddy.com, LLC	