

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412381

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Les Studios Side City Inc. | | 12/27/2016 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Nextgen Gaming Pty. Ltd. | | |
| Street Address: | 189 Miller Street | | |
| Internal Address: | Level 5 | | |
| City: | North Sydney, New South Wales | | |
| State/Country: | AUSTRALIA | | |
| Entity Type: | Corporation: AUSTRALIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87027848 | THEATRE OF NIGHT | |
| Serial Number: | 87027846 | RENEGADES | |
| Serial Number: | 87027844 | NUDGE NUDGE WIN WIN | |
| Serial Number: | 87027841 | WINSOME MOORE | |
| 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: | scaloiaro@bhfs.com | | |
| Correspondent Name: | Steven A. Caloiaro | | |
| Address Line 1: | 5371 Kietzke Lane | | |
| Address Line 4: | Reno, NEVADA 89511 | | |
| ATTORNEY DOCKET NUMBER: | 055946.0003 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Steven A. Caloiaro | | |
| Address Line 1: | 5371 Kietzke Lane | | |
| Address Line 4: | Reno, NEVADA 89511 | | |
| NAME OF SUBMITTER: | Steven A. Caloiaro | | |
| SIGNATURE: | /Steven Caloiaro/ | | |

CH \$115.00 87027848

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| DATE SIGNED: | 01/15/2017 |
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "Agreement") is made to be effective the __ day of December, 2016 by Les Studios Side City Inc., a corporation organized and existing under the laws of Canada and having its principal place of business as 385 Place d'Youville, Suite 300, Montreal, Canada ("Assignor"), in favor of Nextgen Gaming Pty. Ltd., a proprietary limited company organized and existing under the laws of Australia and having its principal place of business as 189 Miller Street, Level 5, North Sidney, New South Wales, Australia ("Assignee").

RECITALS

WHEREAS, Assignor owns all right, title, interest, and goodwill, including any common law rights, to the trademarks and United States federal trademark applications set forth on Schedule A (the "Trademarks");

WHEREAS, Assignor desires to assign its entire right, title, interest and goodwill in and to the Trademarks to Assignee; and

WHEREAS, Assignee is desirous of obtaining the entire right, title, interest and goodwill in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer to Assignee all worldwide rights, title, and interest in and to the Trademarks, and the goodwill and common law rights appurtenant thereto, and the portion of the business associated therewith, along with the right to recover for damages and profits for any past, present, and future infringements thereof.
2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Trademarks to any third party. Assignor further hereby warrants it is the sole owner of all rights, title, and interest in the Trademarks.
3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.
4. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and assigns, and nothing in this Agreement, express or implied is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or related to this Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of laws principles thereof that would require the application of the laws of any other jurisdiction.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement on and as of the day and year first above written.

ASSIGNOR:

Les Studios Side City Inc.,
a Canada Corporation

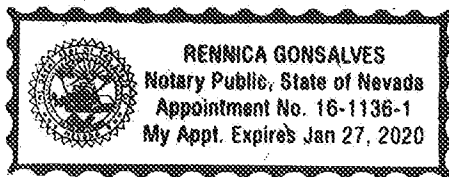
By: [Signature]
Name: MAT STAFFORD
Title: General Counsel

STATE OF NEVADA)
) ss.
COUNTY OF Clark)

This instrument was acknowledged before me on December 27, 2016 by ^{Matthew}Stafford, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: 1/27/2020



[Signature]
Notary

SCHEDULE A

| Country | Trademark | Serial No. | Application Date | Class |
|---------------|------------------|------------|------------------|---|
| United States | THEATRE OF NIGHT | 87,027,848 | 05/06/2016 | <p><u>Class 009</u>: Interactive game programs, computer-gaming software for gambling; computer game programs downloadable via the Internet; interactive reel and slot game programs</p> <p><u>Class 041</u>: Entertainment, amusement and recreational services, namely, casino gaming, gambling services and gaming services provided online and via gaming machines; providing a web-based system and on-line portal for customers to participate in on-line gaming, operation and coordination of game tournaments, leagues and tours; entertainment services, namely, providing temporary use of nondownloadable interactive games</p> |
| United States | RENEGADES | 87,027,846 | 05/06/2016 | <p><u>Class 009</u>: Interactive game programs, computer-gaming software for gambling; computer game programs downloadable via the Internet; interactive reel and slot game programs</p> <p><u>Class 041</u>: Entertainment, amusement and recreational services, namely, casino gaming, gambling services and gaming services provided online and via gaming machines; providing a web-based system and on-line portal for customers to participate in on-line gaming, operation and coordination of game tournaments, leagues and tours; entertainment services, namely, providing temporary use of nondownloadable interactive games</p> |
| United States | KINGDOM'S EDGE | 87,027,845 | 05/06/2016 | <p><u>Class 009</u>: Interactive game programs, computer-gaming software for gambling; computer game programs downloadable via the Internet; interactive reel and slot game programs</p> |

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| | | | | <p><u>Class 041</u>: Entertainment, amusement and recreational services, namely, casino gaming, gambling services and gaming services provided online and via gaming machines; providing a web-based system and on-line portal for customers to participate in on-line gaming, operation and coordination of game tournaments, leagues and tours; entertainment services, namely, providing temporary use of nondownloadable interactive games</p> |
| United States | NUDGE NUDGE WIN WIN | 87,027,844 | 05/06/2016 | <p><u>Class 009</u>: Interactive game programs, computer-gaming software for gambling; computer game programs downloadable via the Internet; interactive reel and slot game programs</p> <p><u>Class 041</u>: Entertainment, amusement and recreational services, namely, casino gaming, gambling services and gaming services provided online and via gaming machines; providing a web-based system and on-line portal for customers to participate in on-line gaming, operation and coordination of game tournaments, leagues and tours; entertainment services, namely, providing temporary use of nondownloadable interactive games</p> |
| United States | WINSOME MOORE | 87,027,841 | 05/06/2016 | <p><u>Class 009</u>: Interactive game programs, computer-gaming software for gambling; computer game programs downloadable via the Internet; interactive reel and slot game programs</p> <p><u>Class 041</u>: Entertainment, amusement and recreational services, namely, casino gaming, gambling services and gaming services provided online and via gaming machines; providing a web-based system and on-line portal for customers to participate in on-line gaming, operation and coordination of game tournaments, leagues and tours; entertainment services, namely,</p> |

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| | | | | providing temporary use of nondownloadable interactive games |
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