# 502738326 03/25/2014

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2784930

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY D	ATA			
		Name	Execution Date	
DANA CORBO			06/30/2001	
RECEIVING PARTY DA	ТА			
Name:	DAB PRC	B PROPERTIES, INC.		
Street Address:	4875 NE	NEVSO DRIVE		
City:	LAS VEG	S VEGAS		
State/Country:	NEVADA	/ADA		
Postal Code:	89103	39103		
PROPERTY NUMBERS	Total: 2			
Property Type		Number		
Patent Number:	80	057300		
Application Number:	13	3279129		
CORRESPONDENCE D Fax Number:		50)687-1183		
Correspondence will be	•	he e-mail address first; if that is uns	successful, it will be sent via	
US Mail.	05			
Phone: Email:		6508332055 PatentDocketingUS-PaloAlto@dlapiper.com		
Correspondent Name:		TIMOTHY W. LOHSE		
•		) UNIVERSITY AVENUE		
		PIPER LLP (US)		
Address Line 4:		AST PALO ALTO, CALIFORNIA 9430	3	
ATTORNEY DOCKET NUMBER:				
ATTORNEY DOCKET NU	IMBER:	356543-991102		
ATTORNEY DOCKET NU NAME OF SUBMITTER:	IMBER:	356543-991102 TIMOTHY W. LOHSE		
NAME OF SUBMITTER:	IMBER:			
	IMBER:	TIMOTHY W. LOHSE		
NAME OF SUBMITTER: SIGNATURE:	IMBER:	TIMOTHY W. LOHSE /Timothy W. Lohse/		
NAME OF SUBMITTER: SIGNATURE: DATE SIGNED:		TIMOTHY W. LOHSE /Timothy W. Lohse/ 03/25/2014		
NAME OF SUBMITTER: SIGNATURE: DATE SIGNED: Total Attachments: 5	bo-DAB#p	TIMOTHY W. LOHSE /Timothy W. Lohse/ 03/25/2014 bage1.tif		
NAME OF SUBMITTER: SIGNATURE: DATE SIGNED: Total Attachments: 5 source=Assignment 1-Cor	bo-DAB#p bo-DAB#p	TIMOTHY W. LOHSE /Timothy W. Lohse/ 03/25/2014 page1.tif page2.tif		
NAME OF SUBMITTER: SIGNATURE: DATE SIGNED: Total Attachments: 5 source=Assignment 1-Cor source=Assignment 1-Cor	bo-DAB#p bo-DAB#p bo-DAB#p bo-DAB#p	TIMOTHY W. LOHSE /Timothy W. Lohse/ 03/25/2014 page1.tif page2.tif page3.tif page4.tif		

502738326

PATENT REEL: 032523 FRAME: 0376

#### SSET PURCHASE AGREEME

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of the 30th day of June 2001, by and between **DAB PROPERTIES, INC.**, a Nevada corporation (the "Buyer") and **DANA CORBO** (the "Seller").

### RECITALS

A. Seller is the owner and holder of all rights to that certain Patent Application filed under serial number 09/899,711, and described as a "Method and System For Providing Real Time Sports Betting Information (the "Patent"), a copy of which is attached hereto as Exhibit "A;"

B. Seller is the owner of that certain trademark filed March 24, 2000 under serial number 76/009,177 for the service mark "Don Best Sports" (the "Trademark"), a copy of which is attached hereto as Exhibit "B;" and

C. Seller is the owner of that certain copyright for the materials attached hereto as Exhibit "C" (the "Copyright").

D. Seller has agreed to sell the Patent, Trademark and Copyright on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom and of the respective mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. <u>Recitations</u>. The above recitations are true and correct and are incorporated herein by this reference.

#### 2. <u>Sale and Purchase of Assets</u>.

2.1. **Sale and Purchase of Assets**. Subject to the terms and subject to the conditions of this Agreement, on the Closing Date, the Selier shall sell, convey, assign, transfer, and deliver to Buyer all right, title and interest in and to the Trademark, Patent and Copyright, and Buyer shall purchase, acquire, and accept delivery of the Trademark, Patent and Copyright (the Trademark, Patent and Copyright are sometimes referred to collectively as the "Assets").

2.2. **Method of Transfer.** The sale, transfer, conveyance, assignment, and delivery by the Seller of the Assets to the Buyer in accordance with Section 2.1 hereof shall be affected by the Seller executing appropriate assignments, determined reasonably necessary by Buyer's counsel.

2.3. **No Liens.** Seller shall transfer good and marketable title to the Assets to Buyer free and clear of all liens, charges, claims, security interests, adverse interests, and encumbrances of any kind whatsoever owed to, owed by, accrued to, or in favor of any person or party whatsoever.

5. <u>Seller Performance at Closing</u>. At or prior to the Closing Date, the Seller shall deliver to Buyer any and all assignments or other instruments of conveyance, necessary to vest good, marketable and complete title in and to the Assets in Buyer.

6. <u>Buver Performance at Closing</u>. At the Closing Date, Buyer shall deliver or cause to be delivered to the Seller (a) the promissory notes referenced in Section 3.1 herein marked paid in full representing the portion of the purchase price payable at the Closing; and (b) a Security

#### PATENT REEL: 032523 FRAME: 0378

Agreement providing for ' security interest in the Assets,

7. <u>Representations and Warranties of the Seller</u>. The Seller represents and warrants to Buyer that:

7.1. **Authority.** The Seller has full power and authority to enter into this Agreement and to consummate the transaction contemplated hereby. This Agreement and any collateral agreement executed in connection with the closing constitutes, or upon execution and delivery will constitute, the legal, valid and binding obligations of such parties enforceable in accordance with its terms.

7.2. *Title to Assets*. The Seller has good and marketable title to the Assets, free and clear of any and all liens, mortgages, pledges, adverse claims, and encumbrances or other restrictions or limitations whatsoever.

7.3. **Intangible Rights.** The Seller's use of the Assets does not infringe or conflict with, and has not in the past infringed or conflicted with the intangible rights of others. The Seller is not in receipt of any notice or complaint of conflict with or infringement of, the asserted rights of others with regard to the use of the Assets.

7.4. **Litigation.** There are no actions, suits, proceedings or investigations, either administrative or judicial (whether or not on behalf of the Seller) pending or, threatened against or affecting the Seller which involve the possibility of any judgment or liability which may in any way affect Seller's consummation of this transaction.

7.5. **Brokers' Commissions.** The Seller has not entered into any agreement or understanding with any person, firm or entity or become indirectly a party to any agreement, for the payment of any commission, finder's fee or brokerage fee in connection with this Agreement and the transaction contemplated hereby. The Seller agrees to indemnify and hold harmless the Buyer from any claims for a commission, finder's or broker's fee in which the Seller's a party.

that:

8.

Representations and Warranties of Buyer. Buyer represents and warrants

8.1. **Organization of Buyer.** Buyer is duly organized and validly existing as a corporation in good standing under the laws of the State of Nevada and has full corporate power to carry on its business as now conducted and is entitled to own or lease its properties and to carry on its business as now conducted in the places where such properties are now leased, owned or operated or such business is now conducted.

8.2. **Authority**. Buyer has full power and authority to enter into this Agreement and the consummation of the transaction contemplated by this Agreement will not result in any breach of any of the terms, provisions, or conditions of, or constitute a default under, or result in the creation of, any lien, charge, or encumbrance of any property or assets of Buyer pursuant to its Articles of Incorporation or By-Laws or any indenture, agreement, instrument, order, judgment, or decree to which it is a party or by which it is bound.

9. <u>Survival of the Closing</u>. All covenants, agreements, representations, and warranties made hereunder and in any certificates delivered at the Closing pursuant hereto shall be

3

deemed to have been rel' upon by Buyer and the Seller, and sh survive the Closing.

10. **Further Assurances**. Following the Closing, each of Seller and Buyer shall execute and deliver such documents, and take such other action as shall be reasonably requested by any other party hereto to carry out the transaction contemplated by this Agreement.

11. **<u>Remedies</u>**. The right and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party hereto shall not preclude or constitute a waiver of its right to use any and all other remedies. Such rights and remedies are given in addition to any other rights and remedies a party may have by law, statute or otherwise. Buyer shall have the right to set-off any damages it suffers incurs against any monies due on the Note.

12. <u>Attorneys' Fees</u>. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and costs (including any fees and costs incurred in appellate proceedings) against the losing party.

13. <u>Assignment and Amendment of Agreement</u>. This Agreement shall not be assignable by any of the parties hereto except with the written consent of the others.

14. **Notices**. Any notice or communication given pursuant hereto by either party to the other party shall be in writing and delivered or mailed by certified mail, return receipt requested, postage prepaid, as follows:

If to Buyer:

DAB Properties, Inc. 4875 Nevso Drive, Las Vegas, Nevada 89103 Attention: President

If to the Seller:

Dana Corbo

or at such other address as hereafter shall be furnished in writing by any party hereto to the others.

15. <u>Entire Agreement</u>. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the parties.

16. <u>Walver</u>. Any forbearance, failure or delay by any of the parties hereto to exercise any right, power or remedy hereunder shall not be deemed a waiver of such right, power or remedy and any single or partial exercise of any such right, power or remedy hereunder shall not preclude the further exercise thereof and every right, power or remedy of either party shall continue in full force and effect unless waived specifically by an instrument in writing executed by such party.

17. <u>Governing Law</u>. This Agreement shall be construed in accordance with the laws of the State of Nevada.

18. <u>Counterparts</u>. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute

4

one and the same instrum t.

19. <u>Captions</u>. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. <u>Successors and Assigns</u>. All of the terms of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by and against the parties and their respective successors and assigns.

21. <u>Interpretation</u>. Handwritten provisions inserted in this Agreement, initialed in ink, shall control all typewritten provisions in conflict therewith. This Agreement shall not be construed more strongly against or in favor of any party, regardless of who is responsible for its preparation.

22. **Severability**. In the event any provision of this Agreement or the application of such provision to any part shall be held by a court of competent jurisdiction to be contrary to any rule of law or public policy, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Asset Purchase Agreement as of the date set forth above.

BUYER:

DAB PROPERTIES, INC., a Nevada

By:\_

DANA CORBO, President

SELLER

DANA CORBO

5

PATENT REEL: 032523 FRAME: 0381

**RECORDED: 03/25/2014**