

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3561287

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
18 GAMING, LLC	01/26/2015
RECEIVING PARTY DATA	
Name:	PAT JACK 18 GAMING, LLC
Street Address:	535 HERCULES AVE, SUITE 201B
City:	CLEARWATER
State/Country:	FLORIDA
Postal Code:	33764
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8651489
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>	
Phone:	7274611818
Email:	zacharym@jpfirm.com
Correspondent Name:	ZACHARY D. MESSA
Address Line 1:	911 CHESTNUT ST
Address Line 4:	CLEARWATER, FLORIDA 33756
NAME OF SUBMITTER:	ZACHARY D. MESSA
SIGNATURE:	/Zachary D. Messa/
DATE SIGNED:	10/08/2015
Total Attachments: 10	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of 1/26/15 is made by 18 Gaming, LLC, a Nevada Limited Liability Company, located at 9162 White Rock Peak Street, Las Vegas, NV 89113 ("Assignor"), in favor of Pat Jack 18 Gaming, LLC a Florida Limited Liability Company located at 535 S. Hercules Ave, Suite 201B, Clearwater, Florida 33764 ("Assignee"), pursuant to the Pat Jack 18 Gaming, LLC 1/26, 2014 Operating Agreement ("the Operating Agreement").

WHEREAS, under the terms of the Operating Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):
 - (a) the patent and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, renewals thereof and all blackjack games, including Pick'Em Blackjack and The 18 Bet embodied therein (the "Patent");
 - (b) all games titled Pick'Em Blackjack, "The 18 Bet" and Pat Jack 18, including but not limited to all intellectual property embodied in such games;
 - (c) all trademarks whether registered or unregistered including all extensions and renewals thereof identified on Schedule 2 (the "Trademarks") including but not limited to all derivatives thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - (d) all copyrights in and to the Assigned IP, including but not limited to copyright applications, applications and all issuances, extensions and renewals thereof identified in Schedule 3 (the "Copyrights");

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) 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

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including 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.

(a) Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks, 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 IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including 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 Assignee, or any assignee or successor thereto.

(b) Assignee hereby accepts the Assigned IP and expressly agrees to assume any and all responsibilities and costs related to maintaining and defending the Assigned IP that are incurred by Assignee following the date hereof

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee that, as of the Effective Date:

(a) all required filings and fees related to the Assigned IP, has been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and the Patent is otherwise in good standing. To the best of Assignor's knowledge, Assignor has provided Assignee with true and complete copy of the Patent's file history.

(b) Assigned IP is valid and enforceable by Assignor in all applicable jurisdictions, and are not subject to any known threat or claim to the contrary. Assignor owns all right, title and interest in and to the Assigned IP, and the derivatives, inventions

and improvements disclosed therein, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned IP and Assignor's ownership and use thereof.

(c) Assignor is the sole and exclusive owner of all right, title and interest in and to the Assigned IP and has licensed the Assigned IP to the parties identified on Schedule 4 that contains a true and complete list identifying any and all agreements that license the Assigned IP;

(d) Assignor has provided Assignee with true and complete copies or in the case of any oral agreements, a complete and accurate written description of all licenses, including all modifications, amendments and supplements thereto and waivers thereunder;

(e) Assignor possesses, and has the full right, power and authority to assign and transfer to Assignee all right, title and interest in and to the Assigned IP; and

(f) To Assignor's knowledge, (i) no person has infringed, misappropriated or otherwise violated, or is infringing, misappropriating or otherwise violating, any of the Assigned IP; and (ii) the use and practice of Assigned IP does not and will not infringe, misappropriate, dilute or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law.

4. Indemnification. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Assignor of its representations, warranties or other obligations hereunder.

5. Terms of the Operating Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Operating Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law; Venue. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH FEDERAL LAW OF THE UNITED

STATES OF AMERICAN AND WITH THE LAW OF THE STATE OF FLORIDA EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. The parties to this Agreement agree that venue shall properly lie in the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, Florida, with respect to any legal proceedings arising from this Agreement.

[SIGNATURE PAGE FOLLOWS]

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PATENT
REEL: 036754 FRAME: 0187

AGREED AND ACCEPTED BY

Pat Jack 18 Gaming, LLC (Assignee)

By: 

Name: FRANK DOGANIEN

Title: PRESIDENT

Address for Notices: _____

535 Hercules Ave, Suite 201B
Clearwater, FL 33764

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PATENT
REEL: 036754 FRAME: 0189

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

PATENT NO.: 8,651,489 (ATTACHED HERETO)

ISSUED: FEBRUARY 18, 2014

ASSIGNEE: 18 GAMING, LLC

INVENTORS: DANIEL HOFSTEIN, JEFF KIMELMAN

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SCHEDULE 2

**ASSIGNED TRADEMARKS REGISTRATIONS, TRADEMARK
APPLICATIONS AND UNREGISTERED TRADEMARKS**

PICK'EM BLACKJACK

THE 18 BET

**ALL OTHER MARKS USED IN THE MARKETING OR PROMOTION OF ANY
GAMES EMBODIED IN THE PATENT, INCLUDING BUT NOT LIMITED TO
PICK'EM BLACKJACK AND THE 18 BET**

SCHEDULE 3

**ASSIGNED COPYRIGHTS REGISTRATIONS, APPLICATIONS &
UNREGISTERED WORKS**

COPYRIGHT APPLICATIONS AND REGISTRATIONS

NONE

UNREGISTERED WORKS

**ALL MATERIALS, INCLUDING INSTRUCTIONS, MARKETING MATERIALS,
ADVERTISING MATERIALS, SUMMARIES AND DOCUMENTS RELATING
TO PATENT, THE GAMES EMBODIED IN THE PATENT, AND THE GAMES
TITLED PICK'EM BLACKJACK AND THE 18 BET.**

SCHEDULE 4

LICENSES

IDENTIFY

NEVADA GAMING CONTROL BOARD
CASE # 2010-8153-LV

(4525/00001/00342719.DOC);10

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RECORDED: 10/08/2015

PATENT
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