

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5845980

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MAXIME PENSON	11/12/2019
RECEIVING PARTY DATA	
Name:	TEX GAMES LLC
Street Address:	30 N GOULD ST
Internal Address:	STE R
City:	SHERIDAN
State/Country:	WYOMING
Postal Code:	82801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8641530
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:	2016651888
Email:	tradingexchangeames@gmail.com
Correspondent Name:	MAXIME PENSON
Address Line 1:	13 "B" HAMID OLIMJON SQ
Address Line 2:	APT 73
Address Line 4:	TASHKENT, UZBEKISTAN 100000
NAME OF SUBMITTER:	DAVID SHAKIROV
SIGNATURE:	/David Shakirov/
DATE SIGNED:	12/02/2019
Total Attachments: 2	
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source=TEX GAMES LLC Operating Agreement#page2.tif	

TEX GAMES LLC Operating Agreement

The Members have formed a Limited Liability Company, **TEX GAMES LLC** (filing number: 2019-000883492) ("The LLC"), according to the provisions of Wyoming state law, in which it was formed. This operating agreement is entered into and becomes effective as of its adoption by the Members

AGREEMENT made and entered into as of the 12th day of November, 2019, by and among the Members: **MAXIME PENSON**, residing at 300 Lakeview Dr., Wyckoff, NJ, 07481 ("Maxime") and **DAVID SHAKIROV**, residing at 2055 Center Avenue, APT # 7A, Fort Lee, NJ 07024 ("David").

- 1) **Name and state of incorporation: TEX GAMES LLC, Wyoming, USA**
- 2) **Goals and tasks of The LLC: The LLC is created for the purpose of obtaining a strategic partner/investor/operator ("the new member") who may A) have a strategic relationship in securities exchanges and/or online gaming industries; B) have legal expertise to navigate laws and regulations associated with securities trading and gaming.**
 - a) **The new member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this agreement, which The LLC may deem necessary or desirable in connection with such admission.**
- 3) **The LLC will not perform any activity other than what is described above in paragraph 1) Goals and tasks of The LLC.**

WITNESSETH:

WHEREAS, **Maxime** holds 7500 (seven thousand five hundred) shares at the inception of the corporation. **David** holds stock options, exercisable only if the **Goals and tasks of The LLC** are achieved, according to the following reverse vesting option schedule ("The Schedule"):

1. For the first year, from the date of inception of **The LLC**, **David** holds a total of 2500 (two thousand five hundred) stock options, exercisable for 2500 (two thousand five hundred) shares in **The LLC**
2. For the second year, from the date of inception of **The LLC**, **David** holds a total of 1875 (one thousand eight hundred and seventy five) stock options, exercisable for 1875 (one thousand eight hundred and seventy five) shares in **The LLC**
3. For the third and fourth years, from the date of inception of **The LLC**, **David** holds 400 (four hundred) stock options, exercisable for 400 (four hundred) shares in **The LLC**
4. For every year thereafter of **The LLC**, from the date of inception of **The LLC**, **David** holds 0 stock options, exercisable for 0 shares in **The LLC**

WHEREAS, the Shareholders hereto deem it to be in the best interest of **The LLC** to act together concerning the management of **The LLC**.

WHEREAS in the event of the death, retirement, withdrawal, expulsion, or dissolution of **Maxime** ("The withdrawal event"), **The LLC** continues to operate as described in **The Goals and tasks of The LLC**, with **David** performing in good faith. In "The withdrawal event", any successor in interest to **Maxime**

shall not become entitled to any rights or privileges in the LLC other than being subject to ownership as described in The Schedule. In the "The withdrawal event" David is entitled to a right of first offer to buy the shares that belonged to Maxime before "The withdrawal event"

WHEREAS, distributions of Shares performed via this instrument and mutual agreement and understanding:

Maxime will obtain the volume in his shares from The LLC at the inception of this agreement as described above, and upon delivery of United States Patent, No.: US 8,641,530 B1, Date of Patent: Feb. 4, 2014 as the asset in good faith.

David will obtain the volume in his stock options from The LLC at the inception of this agreement as described above in good faith.

David is to present Maxime via e-mail message to maximepenson@gmail.com, within the first five days of each calendar month, a progress report which details all activities related to actions in an effort to achieve the Goals and tasks of The LLC undertaken by David during the previous calendar month including full and detailed information regarding:

- Third parties contacted in the process of attempting to achieve the Goals and tasks of the LLC
- Times, dates, locations, forms of communication, full contact coordinates, conversation minutes, and other relevant information

This agreement will remain valid from the inception of this agreement:

- It is well established and agreed that Maxime has a right to terminate David's participation in attempting to achieve the Goals and tasks of The LLC, prior to the end of 2 years (two years), in the case that David does not perform in good faith in attempting to achieve the Goals and tasks of The LLC
- David does not have the right to sell or transfer his shares to a third party if it would alter the proportion of David's ownership to Maxime's at the time of the achievement of the Goals and tasks of The LLC, without Maxime's consent.
- David cannot receive any form of compensation, earnings, etc. before a proportional share, subject to the proportion of David's ownership to Maxime's, is granted to Maxime

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day, month and year first above written.

MAXIME PENSON

DATE: Nov 12, 2019

Signature:

REPUBLIC OF UZBEKISTAN
CITY OF TASHKENT
EMBASSY OF THE UNITED STATES OF AMERICA

Nelly Dimov
Nelly Dimov
Vice Consul

U.S. Embassy Tashkent

I certify that on this day the individual named above appeared before me and executed this document

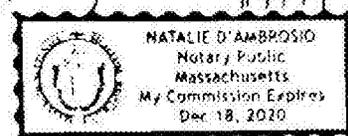
NOV 12 2019

DAVID SHAKIROV

DATE: Nov 19, 2019

Signature:

David Shakirov



Notary for David Shakirov who sign in my presence.
Natalie D'Ambrosio

PATENT