

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7507978

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MONEY\$UIT INDUSTRIES LLC	03/14/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DRAFTKINGS, INC.
<b>Street Address:</b>	222 BERKELEY STREET
<b>Internal Address:</b>	5TH FLOOR
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10943440
<b>Patent Number:</b>	8454420
<b>Patent Number:</b>	8181962
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)342-4001
<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>	
<b>Phone:</b>	6173424000
<b>Email:</b>	kquebec@foley.com, ipdocketing@foley.com
<b>Correspondent Name:</b>	SHABBI S. KHAN
<b>Address Line 1:</b>	FOLEY & LARDNER LLP
<b>Address Line 2:</b>	111 HUNTINGTON AVENUE, SUITE 2500
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02199
<b>ATTORNEY DOCKET NUMBER:</b>	112274-0204; 0205; 0206
<b>NAME OF SUBMITTER:</b>	KAYLA M. QUEBEC
<b>SIGNATURE:</b>	/Kayla M. Quebec/
<b>DATE SIGNED:</b>	08/26/2022
<b>Total Attachments: 6</b>	
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**PATENT**

**REEL: 060915 FRAME: 0927**

## ASSIGNMENT OF PATENTS

Reference is hereby made to that certain Gaming Asset Purchase Agreement, dated as of March 22, 2022 (the "Purchase Agreement"), by and among DraftKings Inc., a Delaware corporation ("Assignee"), Money\$uit Industries LLC, a New York limited liability company ("Assignor"), and Brent Weiss, an individual resident of Nevada ("Member"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

**WHEREAS**, pursuant to Section 3.3(b) of the Purchase Agreement, Assignor is required to execute and deliver this Assignment of Patents (this "Assignment Agreement") to Assignee at or prior to Closing; and

**WHEREAS**, Member has approved the Assignment (as defined below) upon the terms and subject to the conditions set forth in the Purchase Agreement and this Assignment Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and the agreements set forth in the Purchase Agreement and this Assignment Agreement, Assignor hereby agrees as follows:

1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby irrevocably sell, transfer, convey and assign unto Assignee (or its designee) all right, title and interest in existence as of the Closing and as may exist in the future (the "Assignment"), in each case in, to and under any and all of the following (collectively, the "Patents"):

(a) the patent and patent applications listed in Exhibit A to the Purchase Agreement (the "Patent Assets");

(b) all patents and patent applications (i) to which any of the Patent Assets claims priority, (ii) for which any of the Patent Assets forms a basis for priority and (iii) that were co-owned applications that incorporate by reference the Patent Assets (excluding for this purpose mere prior art references that are not incorporated by reference);

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions and registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including certificates of invention and utility models;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patent Assets in Exhibit A and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled or the like;

(f) all inventions, invention disclosures and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures and discoveries to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patent Assets;

(g) all rights to apply in any or all countries of the world for patents, certificates of invention and utility models of any type related to any item in any of the foregoing categories (a) through (f), including under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty or any other convention, treaty, agreement or understanding, including all rights to name Member as an inventor in any patent application in which Member contributed to the conception of any of the subject matter covered by any claim in any patent application;

(h) all Actions and other enforcement rights under, or on account of, any of the Patent Assets or any item in any of the foregoing categories (b) through (g), including all Actions and other enforcement rights for:

(i) damages,

(ii) injunctive relief,

(iii) any other remedies of any kind for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patent Assets or any item in any of the foregoing categories (b) through (h).

2. Representations and Warranties. Assignor hereby represents, warrants and covenants that:

(a) Assignor has the full power and authority, and has obtained all third party consents, approvals and other authorizations required to enter into this Assignment Agreement and to carry out its obligations hereunder, including the Assignment to Assignee.

(b) Assignor owns, and by this Assignment Agreement assigns to Assignee, all right, title and interest in, to and under the Patents, including all right, title and interest to sue for infringement of the Patents.

(c) Assignor has obtained any executed assignments for the Patents to the extent necessary to fully perfect all right, title and interest therein in accordance with governing law and regulations in each respective jurisdiction.

3. Further Assurances.

(a) Assignor hereby authorizes the respective patent office or Governmental Entity in each jurisdiction to issue any and all patents, certificates of invention or utility models that may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

(b) Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper or advisable, including the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining and enforcing the Patents. Such assistance may include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other Actions and the like with respect to the Patent Assets. With prior written approval by Assignee, Assignee will pay Assignor's reasonable and documented out-of-pocket costs and expenses.


4. Successors; Assigns. The terms and conditions of this Assignment Agreement will inure to the benefit of Assignee and its successors, assigns and other legal representatives and will be binding upon Assignor and its successors, assigns and other legal representatives.

5. Effective Date. This Assignment Agreement shall be deemed effective as of March 22, 2022.

IN WITNESS WHEREOF, this Assignment of Patents has been duly executed on March 14, 2022.

**ASSIGNOR:**

Money\$uit Industries LLC

By: 

Name: Brent Weiss

Title: President

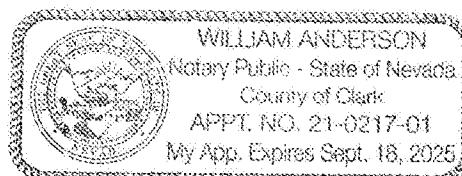
(Note: Signature must be witnessed or notarized)

State of Nevada

County of Clark

This instrument was acknowledged before  
me on 14 March 2022  
by Brent Weiss

  
(Signature of notarial officer)



**EXHIBIT A – GAMING ASSETS**



**1. Advantage Play 3 Card Fury**

**a. Patents:**

Patent Application No./ Patent No.	Status	Filing Date	Issue Date	Country	Record Owner	Inventor	Title
10,943,440	Granted	08-18-2019	03-09-2021	US	MONEYSUIT INDUSTRIES LLC	Brent Weiss	CASINO WAGERING GAME WITH PLAYER ADVANTAGE BY RECEIVING MORE CARDS THAN THE DEALER

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**MoneySuit 31**

a. Patents:

Patent Application No/ Patent No.	Status	Filing Date	Issue Date	Country	Record Owner	Inventor	Title
8,454,420	Granted	05-13-2012	06-04-2013	US	MONEYSUIT INDUSTRIES LLC	Brent Weiss	CASINO WAGERING GAME WITH BONUS SUITS
8,181,962	Granted	12-31-2009	05-22-2012	US	MONEYSUIT INDUSTRIES LLC	Brent Weiss	CASINO WAGERING GAME WITH BONUS SUITS

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[REDACTED]