

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8210125

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GENTING INTERNATIONAL GAMING & RESORT TECHNOLOGIES PTE. LTD	10/05/2023
RECEIVING PARTY DATA	
Name:	RESORTS WORLD AT SENTOSA PTE. LTD.
Street Address:	8 SENTOSA GATEWAY
City:	RESORTS WORLD SENTOSA
State/Country:	SINGAPORE
Postal Code:	098269
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17281348
CORRESPONDENCE DATA	
Fax Number:	(713)890-5001
<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:	7138905000
Email:	WAPATENTS@MORGANLEWIS.COM
Correspondent Name:	MORGAN, LEWIS & BOCKIUS LLP
Address Line 1:	1111 PENNSYLVANIA AVE., NW
Address Line 2:	C/O PATSU
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	124268-5001 US
NAME OF SUBMITTER:	C. ERIK HAWES
SIGNATURE:	/C. ERIK HAWES/
DATE SIGNED:	10/09/2023
Total Attachments: 8	
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DATED THIS 5TH DAY OF OCTOBER 2023

Between

GENTING INTERNATIONAL GAMING
& RESORT TECHNOLOGIES PTE. LTD.

AND

RESORTS WORLD AT SENTOSA PTE. LTD.

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

DEED OF ASSIGNMENT

This deed of assignment is made and entered into on 1 July 2023 ("**Deed**"), by and between:

PARTIES:

- (1) **GENTING INTERNATIONAL GAMING & RESORT TECHNOLOGIES PTE. LTD.**, incorporated and registered in Singapore with company number 200502568E, and having a place at business at 8, SENTOSA GATEWAY, RESORTS WORLD SENTOSA, SINGAPORE 098269 (the "**Assignor**"); and
- (2) **RESORTS WORLD AT SENTOSA PTE. LTD.**, incorporated and registered in Singapore with company number 200502573D, and having a place at business at 8, SENTOSA GATEWAY, RESORTS WORLD SENTOSA, SINGAPORE 098269 (the "**Assignee**").

(collectively, the "**Parties**", and each, a "**Party**").

RECITALS:

Whereas:-

- (A) The Assignor carries on the business of information technology system design and development, project consultancy, and provision of information technology management services related to gaming and resort industries ("**Business**"), and is the beneficial owner of the Proprietary Information and Materials (defined below).
- (B) Parties have agreed that the Assignor shall assign to the Assignee all (i) Proprietary Information and Materials, including all rights subsisting therein; (ii) the goodwill attaching to the Business; and (iii) the benefit (in each case, so far as the Assignor can assign the same) of the contracts and engagements in connection with the Proprietary Information and Materials to which the Assignor is entitled to at the date of this Deed in connection with the Business (collectively, the "**Assigned Rights**").

NOW THEREFORE and in consideration of the foregoing recitals and the promises, covenants, agreements and conditions contained in this Deed, **IT IS AGREED** as follows:

AGREED TERMS

1. **Defined Terms & Rules of Interpretation**

The following definitions and rules of interpretation shall apply in this Deed.

1.1 For the purposes of this Deed:

"**Assigned Rights**" has the meaning given in Part (B) of the Recitals.

"**Business**" has the meaning given in Part (A) of the Recitals.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in Singapore.

"Confidential Information" means all information, knowledge or concepts relating to the Business, in whatever manner or form, whether expressed verbally, reduced to writing or other permanent expression, that the Assignor possesses or acquires, on or before the Effective Date, and shall include, without limitation: (i) all confidential or proprietary information relating to the Business, assets, affairs, costs, prices, customers, business referral sources, suppliers, plans, intentions, market opportunities, product information, service offerings, personnel, techniques, technology, procedure, know-how, and trade secrets of the Assignor; (ii) information, findings, data or analysis derived from the Confidential Information; and (iii) any other information that is identified, whether orally or in writing, as being of a confidential or proprietary nature.

"Effective Date" means 1 July 2023.

"Intellectual Property Rights" means all Patents, Works, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names, and the right to use, domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of Confidential Information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Net Book Value" means an amount equal to the unaudited net book value of the Assigned Rights as at the Effective Date.

"Patents" means all patents, patent applications, and inventions that may be patentable, including without limitation, the patents and/or patent applications identified in Exhibit A, and any patents resulting from the inventions disclosed or claimed therein, including any and all reissues, re-examinations, continuations, divisionals, or continuation in-part applications and patents thereof, and any foreign counterpart applications and patents, as well as any improvements to the inventions disclosed or claimed in such applications and patents.

"Proprietary Information and Materials" means (i) all Confidential Information; (ii) any other information and specifications that relate to the Business, or which arise from the goods and/or services provided by the Assignor in relation to the Business, including the formulation, design, preparation, processing, manufacturing, promotion, marketing, sale or distribution of such goods and services; (iii) all samples, prototypes, models, inventions, products, test results, written information, documents, programs, diskettes, notes, copies, memoranda, instructions, proposals, drawings, diagrams, sketches, pictures, prints, photographs, designs, depictions, graphics, and other materials, items, elements, assets, and properties, that relate to or arise from the foregoing, that are owned, held, acquired or developed by the Assignor (whether on its own or jointly with others); and (iv) all Intellectual Property Rights that relate to or arise from any of the foregoing, including the Intellectual Property Rights identified in Exhibit A.

"Works" means all copyrights and copyrightable works, including all registrations and applications therefore, and all common law rights relating thereto, including without limitation, the works identified in Exhibit A.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.3 Unless the context requires otherwise, words in the singular shall include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders and vice versa.
- 1.4 Any words following the terms "**including**", "**include**", "**in particular**", "for example", or any similar expression shall be considered as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 This Deed shall be binding on and enure to the benefit of the Parties and their respective personal representatives, successors and permitted assigns, subject to the terms and conditions of this Deed.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 An obligation not to do something includes an obligation not to allow or permit that thing to be done.
- 1.8 The headings in this Deed are for convenience only and do not affect its interpretation.

2. **Assignment**

- 2.1 In consideration of the payments by the Assignor to the Assignee, as described in clause 2.3 of this Deed, the Assignor hereby assigns and transfers to the Assignee, with effect from the Effective Date, all its right, title and interest in and to the Assigned Rights throughout the world, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and to obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Deed. For the avoidance of doubt, and to the extent that the Assignor has granted a license to the Assignee to use the Assigned Rights, such license granted shall terminate with effect from the Effective Date.
- 2.2 Where such rights cannot be assigned to the Assignee, including but not limited to moral rights arising under the Singapore Copyright Act 2021 and, so far as is legally possible, any other rights that may exist or may come to exist anywhere in the world that may be referred to as "moral rights", "artist's rights", "droit moral", or the like, the Assignor hereby irrevocably and without further compensation, waives absolutely, or will procure absolute waivers from all relevant third-parties, the enforcement of all such rights, and all claims and causes of action arising thereof, against the Assignee.
- 2.3 Parties acknowledge and agree that the Assignee shall pay the Assignor:
 - 2.3.1 A consideration of SGD1 (One Singapore Dollar) for the Patents set out in Section A of Exhibit A of this Deed (the receipt of which the Assignor expressly acknowledges); and
 - 2.3.2 A consideration of an amount equivalent to the Net Book Value of the Assigned Rights, for all other Assigned Rights other than the Patents.

3. **Representations and Warranties**

- 3.1 The Assignor represents and warrants to the Assignee that, as of the Effective Date:

- 3.1.1 it is the sole, legal, and beneficial owner of, and owns all the right, title and interests in, the Assigned Rights;
 - 3.1.2 the authors of the Works were at all material times employed by the Assignor and created the Works in the course of their employment with the Assignor or were engaged by the Assignor to create the Works (or part of them) and in each case, have assigned the copyright and all other rights in the Works to the Assignor;
 - 3.1.3 the Works are its original work and/or the original works of the authors employed by the Assignor, and have not been copied wholly or substantially from any other source;
 - 3.1.4 it has taken all reasonable precautions to protect the secrecy, confidentiality, and value of such trade secrets and Confidential Information;
 - 3.1.5 save as legally required by any competent court, tribunal or governmental, quasi-governmental authority, body, board or institution pursuant to the applicable law, it has not disclosed, or cause or permit to be disclosed, any trade secrets or Confidential Information in or related to the Proprietor Information and Materials, for the benefit of any third-party or to the detriment of the Assignor;
 - 3.1.6 it has not licensed or assigned any of the Assigned Rights;
 - 3.1.7 the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
 - 3.1.8 it is unaware of any infringement or likely infringement of any of the Assigned Rights;
 - 3.1.9 so far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights; and
 - 3.1.10 so far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party, or constitute a misappropriation of any trade secret rights of any third-party.
- 3.2 The Parties respectively represent and warrant that they have the full legal right and authority to enter into this Deed and to perform any obligations undertaken pursuant to or arising from this Deed, and that the persons signing on their behalf are legally authorized to do so.

4. Further Assurance

- 4.1 Upon the Assignee's request, and at the Assignee's expense, the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third-party shall, promptly execute such documents and perform such acts as may reasonably be required for the purposes of giving full effect to this Deed, including assisting the Assignee in obtaining, defending and enforcing the Assigned Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Assigned Rights.
- 4.2 The Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use its name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee, the full benefit of this Deed.

5. **Waiver**

- 5.1 No failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. **Variation**

- 6.1 No variation of this Deed shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

7. **Severance**

- 7.1 If any provision or part-provision of this Deed is or becomes unenforceable, invalid, or illegal, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

8. **Counterparts**

- 8.1 This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9. **Third party rights**

- 9.1 No one other than a party to this Deed, their successors and permitted assignees, shall have any right under the Contract (Right of Third Parties) Act (Cap. 53B) to enforce any of its terms.

10. **Governing Law and Jurisdiction**

- 10.1 Parties agree that the validity, construction and performance of this Deed shall be governed by the laws of the Republic of Singapore and the Singapore courts shall have the exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.
- 10.2 However, nothing in the foregoing clause shall limit the Assignee's ability to assert its Intellectual Property Rights in the Assigned Rights, in any court of competent jurisdiction or any government agency, including: (i) the right to seek injunctive relief; (ii) file or defend any proceedings; (iii) enforcing an award in any court of law; or (iv) forgo mediation and directly seek relief via judicial or government agency proceedings.

11. **Language**

- 11.1 This Deed is drafted in the English language.
- 11.2 Any notice given under or in connection with this Deed shall be in the English language. All other documents provided under or in connection with this Deed shall be in the English language, or accompanied by a certified English translation.

11.3 The English language version of this Deed, and any notice or other document provided under or in connection with this Deed, shall prevail if there is a conflict.

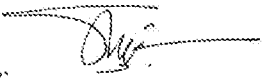
IN WITNESS WHEREOF the parties hereto have by their authorised representative(s) set their hands on the day and year first above written.

THE ASSIGNOR

SIGNED, SEALED and DELIVERED as a deed)
for an on behalf of GENTING INTERNATIONAL GAMING)
& RESORT TECHNOLOGIES PTE. LTD.)
in accordance with section 41B(1) of the Companies Act 1967 of Singapore)

Director

Witness

Signature: 

Signature: 

Name: LEE SHI RUH


Name: ANG MING SHENG TERENCE


THE ASSIGNEE

SIGNED, SEALED and DELIVERED as a deed)
for an on behalf of RESORTS WORLD AT SENTOSA PTE. LTD.)
in accordance with section 41B(1) of the Companies Act 1967 of Singapore)

Director

Secretary

Signature: 

Signature: 

Name: MARK CHEE WENG HUN

Name: CASSANDRA GERALDINE OW SZE MUN

Exhibit A Intellectual Property to be assigned by GIGRT to RWS

A. Patents

No	Country	Patent / Patent Application Number
1	Singapore	10201808711X
2	PCT	PCT/SG2019/050465
3	Japan	2020-529673
4	Bahamas	2890
5	Vietnam	1-2020-03181
6	Australia	2019352818
7	Malaysia	PI 2021001782
8	Philippines	1/2021/550718
9	United States	17281348
10	Europe	3861537 / 19780452.9
11	France (validation of EP Patent No. 3861537)	3861537 / 19780452.9
12	United Kingdom (validation of EP Patent No. 3861537)	3861537 / 19780452.9
13	China	2019800795777
14	South Korea	10-2021-7013204
15	Hong Kong	HK40048027/ 62021037201.2

B. Copyright

The following software and systems shall form part of the Assigned Rights, and shall include all copyrightable software code, documentation and specifications relating thereto:

1. **Casino Management System** -- a system to manage operations of the casino such as member maintenance, program management, gaming operations and cage operations.
2. **Trend Display System** -- a system to display the historic trends for table games
3. **Resorts Card System** -- a system to manage the loyalty and rewards for non-gaming members.