



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 2, 2019

PTAS

SHERI A. PELLEGRINI, ESQ.  
6700B RESERVATION ROAD  
YORKVILLE, IL 60560

**505601994**

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

TEAM PLAY, INC.

DOC DATE: 02/26/2019

ASSIGNEE:

PELLEGRINI, FRANK J  
6700B RESERVATION ROAD  
YORKVILLE, ILLINOIS 60560

APPLICATION NUMBER: 14880831

FILING DATE: 10/12/2015

PATENT NUMBER:

ISSUE DATE:

TITLE: AMUSEMENT GAME MACHINE AND METHOD OF PLAY HAVING A TRANSMISSIVE  
ELECTRONIC DISPLAY PANEL OVERLYING PLAY FIELD

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5648794

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TEAM PLAY, INC.	02/26/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FRANK J PELLEGRINI
<b>Street Address:</b>	6700B RESERVATION ROAD
<b>City:</b>	YORKVILLE
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60560
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14880831
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(877)636-3091
<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>	6305545949
<b>Email:</b>	SAPLAWOFFICE@MAC.COM
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<b>Address Line 1:</b>	6700B RESERVATION ROAD
<b>Address Line 4:</b>	YORKVILLE, ILLINOIS 60560
<b>NAME OF SUBMITTER:</b>	SHERI A. PELLEGRINI, ESQ.
<b>SIGNATURE:</b>	/Sheri A Pellegrini/
<b>DATE SIGNED:</b>	08/01/2019
<b>Total Attachments: 3</b>	
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**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS  
FOR  
GAMING MACHINES FIELD OF USE**

This Assignment of Intellectual Property Rights for Gaming Machine Field of Use (“Assignment”) is made effective February 26, 2019 (the “Effective Date”), by Team Play, Inc., an Illinois corporation with offices at 201 Crossen Avenue, Elk Grove Village, Illinois 60007 (“Team Play”) to Frank J. Pellegrini, an individual residing at 6700B Reservation Road, Yorkville, Illinois 60560 (“Assignee”);

WHEREAS, Team Play has agreed to transfer to Assignee, for Utilization in the Gaming Machines Field of Use, all right, title and interest in the “Team Play Games,” which shall mean the redemption games, video games, and other entertainment games developed by on behalf of Team Play, including without limitation the games known as Fishbowl Frenzy, Launch Code, Spins Ahoy, Big Kahuna, Steam Punk, Pirate’s Booty, Prize Hoops, Cow Tipping, Bopper Ball, Countdown, Crossfire Maximum Paintball, Match It, Line It Up, and Win A Prize, and entertainment game concepts under development that are referred to as Split Second and the Atom Smasher / revolving lights globe;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Team Play hereby irrevocably grants, transfers, assigns, and conveys to Assignee, and to his successors, assigns, heirs and legal representatives, the entire right, title, and interest in and to the Assigned Property for Utilization in the Gaming Machines Field of Use, as defined herein. Team Play further represents and warrants that it has the power and authority to make this Assignment; that the rights conveyed to Assignee pursuant to this Assignment include, and are intended to include, all rights necessary to enable Assignee to perform the terms and conditions of the Intellectual Property License Agreement with Bally Gaming, Inc., effective March 5, 2018; and that Assignee is the sole successor to Team Play, Inc.’s entire business in Gaming Machines.

TEAM PLAY FURTHER AGREES to provide reasonable assistance, without further compensation, to enable Assignee, for Utilization in the Gaming Machines Field of Use: (i) to record, evidence, perfect or otherwise carry out the provisions of this Assignment; (ii) to obtain, maintain, enforce, and assert the fullest measure of legal protection that Assignee desires for the Assigned Property and any related invention, application, copyright, trademark or patent based thereon; (iii) to execute and deliver, and to cause Team Play’s Affiliates to execute and deliver, any and all documents reasonably requested by Assignee; and (iv) to facilitate, and to cause Team Play’s Affiliates to facilitate, Assignee’s Utilization and exploitation of the Assigned Property, which shall include, without limitation, providing copies of Technical Information in electronic or other form as requested by Assignee, permitting the use and examination of prototypes and samples of the Assigned Property, and permitting Assignee and any of his licensees to purchase from Team Play’s suppliers the components and parts used for the manufacture and assembly of the Team Play Games, at the Assignee’s and/or licensee’s sole cost and expense.

TEAM PLAY FURTHER AGREES that this Assignment shall run with the Assigned Property and shall remain valid and fully enforceable in the event that any right, title, or other interest in Team Play’s stock or assets, or in the Assigned Property for Utilization in the

Entertainment Games Field of Use, is assigned, sold, pledged, licensed, or otherwise transferred to any buyer, assignee, successor in interest, licensee, lender, joint venturer, or other transferee (a "Transferee").

TEAM PLAY FURTHER AGREES that, for purposes of enabling Assignee to file a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and UCC Financing Statement, Form UCC1, with the State of Illinois, or other such filing, Team Play hereby grants to Assignee a security interest in and lien on all of the Intellectual Property owned by Team Play and all Technical Information and goodwill associated therewith, and including all related enforcement rights, Future Developments, and all parts, replacements, substitutions, products, amendments, continuations, sequels, updates, profits, and cash and non-cash proceeds of any of the foregoing, in any form and wherever located, whether now owned or hereafter acquired.

For purposes of this Assignment,

- A. "Affiliate" shall mean any person or entity, directly or indirectly controlling, controlled by or under common control with Team Play. Affiliate also includes any Transferee, subsidiary, parent company, investor, officer, director, employee, attorney, agent, representative, advisor, accountant, shareholder, member, partner, manager, beneficial owner, participant, trustee, executor, heir, family member, attorney, or administrator, of Team Play.
- B. "Assigned Property" means the Team Play Games, all Intellectual Property Rights therein, and all Technical Information owned or controlled by Team Play or its Affiliates and relating to the Team Play Games, and all Future Developments in the Team Play Games. Assigned Property includes, without limitation, Trademarks No. 87950413, 87950421, 87030015, 86439820, 86438875, 85253546, 85112889, 85253546, 85112887, 78639284, 78639274, 78639262, 78639248, 78265853, 78267063, 78485595, 5139037, 4842711, 4842707, 4017082, 4000047, 2903284, and 2978958, and the machine disclosed in US Patent Publication No. 20160104343A1, and uses for such machines.
- C. "Entertainment Games Field of Use" means the field of Entertainment Games, which include amusement games, ticket redemption games, and games used strictly for entertainment purposes. Entertainment Games shall exclude Gaming Machines.
- D. "Future Developments" means any and all developments, enhancements, improvements, modifications, and derivatives of the Team Play Games, and any and all sequels and versions thereof, and any and all games, inventions, machines and products based upon, created, conceived, and/or developed, in whole or in part, by utilizing the Assigned Property in any way, whether by or on behalf of Team Play or any of its Affiliates.
- E. "Gaming Machines Field of Use" means the field of Gaming Machines. "Gaming Machines" are: (a) "gaming devices" as defined in Section 463.0155 of the Nevada Gaming Control Act, and all other gaming devices described in such Act; (b) devices for "Class II gaming" and "Class III gaming" as defined in 25 U.S.C. 2703 of the Indian Gaming Regulatory Act; and (c) any device, machine, or terminal described in comparable provisions of any other jurisdiction to the extent making it is legal in such jurisdiction. Gaming Machines Field of

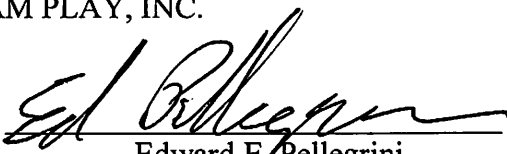
Use includes any use relating to or arising out of Gaming Machines, gambling, and/or wagering. Gaming Machines Field of Use does not include the field of Entertainment Games.

- F. "Intellectual Property Rights" means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including (a) copyrights, trade secrets, trademarks and service marks, patents, inventions, designs, logos and trade dress, "moral rights," mask works, publicity rights, and privacy rights; and (b) any application or right to apply for any of the rights referred to in subsection (a), and all renewals, extensions, and restorations thereof.
- G. "Team Play Games" shall be defined set forth in the recital(s) above, which recitals are incorporation herein by this reference.
- H. "Technical Information" means unpublished research and development information, unpatented inventions, know-how, trade secrets (which include, without limitation, source code and engineering files relating to the Team Play Games, drawings and electrical schematics, electrical harness drawings, printed circuit board files and schematics, architecture outlines, electrical engineering related design files, specifications for components, UL certification records, Team Play's suppliers and contract manufacturers, CAD files, drawings, bill of materials and pricing for components of the Team Play Games, and other trade secret and technical data in the possession of Team Play or any of its Affiliates (i) which are needed or may be used to develop or produce games or machines that would infringe any Intellectual Property Rights in the Assigned Property and/or (ii) which are developed or made, at least in part, using the Assigned Property and/or Technical Information relating thereto.
- I. "Utilization" means to license, sublicense, make, have made, use, sell, lease, import, export, revenue share, and/or otherwise dispose of or exploit (collectively, "Utilize" or "Utilization"), and includes, without limitation, enforcement of Intellectual Property Rights in the Assigned Property in the Gaming Machines Field of Use, and licensing of the Assigned Property to developers and manufacturers of Gaming Machines and to any other person or entity, for any purpose relating to the Gaming Machines Field of Use.

If any provision of this Assignment is held by any court to be unenforceable, such provision shall be interpreted to accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of this Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, Team Play has caused its duly-authorized officer to execute this Assignment, effective as of the date first written above:

TEAM PLAY, INC.

By:   
Edward E. Pellegrini  
Its: Chief Executive Officer

Date: 2/26/2019