

TRADE MARKS ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into on September 2nd, 2024

BY AND BETWEEN:

BRIVIO LIMITED, a company registered under the laws of Cyprus, address: Lekorpouzier, 12 A, Flat/Office 102, 3075, Limassol, Cyprus ("**Assignor**")

GG Ventures Ltd, a company registered under the laws of Cyprus, registration No. HE 442527, address: Stasinou, 23, 1st floor, Flat/office 101, Egkomi, 2404, Nicosia, Cyprus ("**Assignee**")

together referred to as Parties and each separately as Party,

WHEREAS:

A. The Assignor owns title, entire property rights to the Trademarks, as defined in the Schedule 1, Schedule 1.1 to the Agreement.

B. On the conditions set out below in the Agreement, the Assignor has agreed to assign to the Assignee exclusive rights for Trademarks.

PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

1.1. In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

Agreement: means this agreement (including its schedules) and any other documents referred to, prepared (executed) in the present or in the future in accordance with the provisions hereto.

Business Day: means a day (other than a Saturday or Sunday) when banks are open for business in Republic of Cyprus.

Effective Date: means the date of this Agreement.

Confidential Information: means all information of any kind or nature whatsoever, whether written or oral or any other form, including, without limitation: financial information, trade secrets, customer lists, all information and documents related to the negotiations under the Agreement between the Parties and other information regarding the Trademarks, which is not known to the general public.

Trademarks: means the Trademarks, summary on which is stated in the Schedule 1 and Schedule 1.1 hereto.

2. REPRESENTATIONS AND WARRANTIES

2.1. On the date of execution of the Agreement, Assignor makes the following representations and warranties with regard to the Trademarks:

2.1.1. Assignor owns all rights, title and interests derived from and in connection with the Trademarks;

2.1.2. to the best Assignor's knowledge there are no complaints, challenges, disputes or proceedings, pending or threatened, in relation to the ownership of respective Trademarks;

2.1.3. Assignor has not granted a license to any person or entity or granted, either expressly or impliedly, a consent to use with respect to the Trademarks to any other person or entity, with exception to those information on which will be provided to Assignee within a month after Commensment Date.

2.1.4. the assignment of the respective Trademarks from the Assignor to Assignee and their further use will not cause any infringement of any intellectual property rights of third parties;

2.1.5. there are no mortgages, charges, liens or security interests against the Trademarks;

2.1.6. Assignor has all authorities necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized (empowered); and

2.1.7. execution of this Agreement and performance of Assignor's obligations hereunder do not violate or conflict with any other agreements to which the Assignor is a party.

2.2. On the date of execution of the Agreement, Assignee makes the following representations:

2.2.1. it has all authorities in order to execute the Agreement;

2.2.2. execution of this Agreement does not violate or contradict with its obligations under the other agreements:

2.2.3. Assignee has all authorities necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized (empowered)

3. ASSIGNMENT OF TRADE MARKS

3.1. Under this Agreement and for the consideration stated in Schedule 2 Assignor does hereby assign to Assignee all the exclusive intellectual property rights, title and interests to, derived from and in connection with the Trademarks in respect of all goods and services for which the respective Trademarks has been registered, all rights and guarantees along with goodwill with regard to Trademarks, including the exclusive right to use the Trademarks, to allow third parties to use the Trademarks, the exclusive right for Trademarks' protection from violations and a rights for relief and compensation in respect of any losses related to certain Trademarks and Assignee accepts the assignment of the Trademarks.

3.2. Parties undertake to take all their efforts for preparation, negotiation and signing of all necessary documents in order to complete registration of the assignment where needed.

4. CONSIDERATION

4.1. The consideration under this Agreement is calculated as a total cost of all Trademarks which are subject to this Agreement and set out in the Schedule 2.

5. CONFIDENTIALITY

5.1. Each Party undertakes to keep confidential the terms and conditions of the Agreement and not to use or disclose any Confidential Information unless (i) required to do so by law or pursuant to any order of court or other competent authority or tribunal; (ii) such disclosure has been consented to by the other Party in writing (such consent not to be unreasonably withheld); or (iii) to its professional advisers (who are bound to such Party by a duty of confidentiality which applies to any information disclosed).

6. SEVERANCE

6.1. If any provision of this Agreement needs to be replaced, interpreted or supplemented, this shall be done in a manner that as far as possible preserves the spirit, content and purpose of this Agreement. In this case, the provisions which the Parties would have concluded, had they been aware of the need for interpretation or for supplemental provisions at the time the Agreement was entered into, shall apply.

7. COUNTERPARTS

7.1. This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

8. GOVERNING LAW AND JURISDICTION

8.1. This Agreement and any non-contractual obligations in relation to it shall be governed by and construed in accordance with the law of Cyprus.

8.2. All disputes or claims (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be finally settled by the courts of Cyprus.

IN WITNESS whereof the Parties have executed this Agreement the day and year first above written.

On behalf of Assignor
BRIVIO LIMITED



Efthymios Michailidis
Director



On behalf of Assignee
GG Ventures Ltd



Loukas Dimitriou
Director

SCHEDULE 1

List of Trademarks

N	Trademark	Registration Number	Office	Territory	Class	Link in Database
1	GGBET	015455281	EUIPO	EU	9, 38, 41	https://euipo.europa.eu/eSearch/#details/trademarks/015455281
2	GGBET	UK00915455281	UKIPO	UK	9, 38, 41	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00915455281
3	GGBET	1436758	WIPO	AU, BY, CH, CN, CW, JP, KR, KZ, LI, MD, NO, NZ, PH, RU, TR, UA, VN, NZ, US	9, 38, 41	https://www3.wipo.int/madrid/monitor/en/showData.jsp?ID=ROM.1436758
4	GGBET	018050734	EUIPO	EU	25, 38, 41, 42	https://euipo.europa.eu/eSearch/#details/trademarks/018050734
5	GGBET	UK00918050734	UKIPO	UK	25, 38, 41, 42	https://trademarks.ipo.gov.uk/ipo-tmcase/page/Results/1/UK00918050734
6	GGBET	1536605	WIPO	AU, BY, CH, CN, CW, JP, KR, KZ, LI, MD, NO, NZ, PH, RU, TR, UA, VN, NZ, US	25, 38, 41, 42	https://www3.wipo.int/madrid/monitor/en/showData.jsp?ID=ROM.1536605

On behalf of Assignor
BRIVIO LIMITED


Efthymios Michailidis
Director



On behalf of Assignee
GG Ventures Ltd

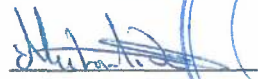

Loukas Dimitriou
Director

SCHEDULE 1.1

List of Trademarks

N	Trademark	Registration Number	Office	Territory	Class	Link in Database
1	GGbet	267254	UANIPIO	UA	35, 41	https://sis.ukrpatent.org/uk/search/detail/730606/
2	GGLOTO	280036	UANIPIO	UA	9, 28, 41, 42	https://sis.ukrpatent.org/uk/search/detail/1392833/
3	GGCASINO	280037	UANIPIO	UA	9, 28, 41, 42	https://sis.ukrpatent.org/uk/search/detail/1392856/
4	GGSLOTS	284410	UANIPIO	UA	9, 28, 41, 42	https://sis.ukrpatent.org/uk/search/detail/1392853/
5	GGCASINO	280045	UANIPIO	UA	9, 25, 28, 35, 41, 42	https://sis.ukrpatent.org/uk/search/detail/1393801/
6	GGSLOTS	284413	UANIPIO	UA	9, 25, 28, 35, 41, 42	https://sis.ukrpatent.org/uk/search/detail/1393804/
7	GGLOTO	280046	UANIPIO	UA	9, 25, 28, 35, 41, 42	https://sis.ukrpatent.org/uk/search/detail/1393806/

On behalf of Assignor
BRIVIO LIMITED


Efthymios Michailidis
Director



On behalf of Assignee
GG Ventures Ltd


Loukas Dimitriou
Director

SCHEDULE 2

The Consideration

1. The consideration for all Trademarks which are subject to the Agreement is EUR 382 000 .
2. The payment shall be made within one (1) year after the Effective Date.

On behalf of Assignor
BRIVIO LIMITED


Efthymios Michailidis
Director



On behalf of Assignee
GG Ventures Ltd


Loukas Dimitriou
Director