FORM PTO-1619A U.S. Department of Commerce Patent and Trademark Office DEC 22 2000 OMB 0651-0027 PATENT 01-11-2001 RECORDATION FORM GOVER SH PATENTS ONLY.... TO: The Commissioner of Patents and Trademarks: Please record the attached original uncumental 90219 Submission Type Conveyance Type New **Assignment Security Agreement** Resubmission (Non-Recordation) License Change of Name Document ID# Correction of PTO Error Other Meraer Reel # Frame # U.S. Government (For Use ONLY by U.S. Government Agencies) **Corrective Document** Frame # Reel # Departmental File Secret File Mark if additional names of conveying parties attached Execution Date

Month Day Year Conveying Party(ies) Name (line 1) Robb, Robert W. 12-15-2000 Name (line 2) Execution Date Month Day Year Second Party Name (line 1) Name (line 2) Receiving Party Mark if additional names of receiving parties attached If document to be recorded Name (line 1) aw Offices of Book & Book is an assignment and the receiving party is not domiciled in the United Name (line 2) California partnership States, an appointment of a domestic representative is attached. Address (line 1) Soquel Avenue, Suite 203 (Designation must be a separate document from Assignment.) Address (line 2) 95062 Address (line 3) Santa Cruz State/Country **Domestic Representative Name and Address** Enter for the first Receiving Party only. Name Address (line 1) Address (line 2) Address (line 3) Address (line 4) FOR OFFICE USE ONLY Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20503. See OMB D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS. Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

PATENT

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FORM PTC Expires 06/30/99 OMB 0651-0027)-1619 B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT
Correspondent Name and Address Area Code and Telephone Number (831) 427-5132			
Name	Jason R. Book		29 4
Address (line 1)	1414 Soquel Avenue, Su	ite 203	CEIVEN.
Address (line 2)	Santa Cruz, CA 95062		
Address (line 3)			DEC 2 2 2000
Address (line 4)			
Pages Enter the total number of pages of the attached conveyance document including any attachments.			
Application Number(s) Mark if additional numbers attached			
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).			
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If this document is being filed together with a <u>new</u> Patent Application, enter the date the patent application was <u>Month Day Year</u> signed by the first named executing inventor.			
Patent Cooperation Treaty (PCT)			
Enter PCT application number			
only if a U.S. Application Number PCT PCT PCT PCT			
has not been assigned.			
Number of Properties Enter the total number of properties involved. # 3			
Fee Amount for Properties Listed (37 CFR 3.41): \$ 120.00			
Method of Payment: Enclosed X Deposit Account Deposit Account			
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number:			
Authorization to charge additional fees: Yes No No			
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	e of Person Signing	Signature	Date

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DENNIS R. BOOM, ESQ. JASGN R. BOOM, 830.

October 23, 2000

Mr. Robert W. Robb 189 S. 1000 W. Orem. UT 84058

<u>Via Facsimile</u> and U.S. Mail

Re: Fee Structure for Legal Representation

Dear Robbie:

It has truly been a pleasure working with you throughout the last four months. Little did I know when we began working together that I would be working with you so closely (and so frequently)!

As you know, many events have occurred in the last four months as a result of and relating to our work together. As we discussed on the telephone last week, Book & Book's primary goal is the cultivation of a successful, long-term relationship with you and your ventures. Toward that end, I am glad we spoke on Friday, October 20, 2000 with respect to our existing fee arrangements. This letter is prepared in accord with that telephone conversation. I have felt privileged to assist you with the development of Junglegames.com, Inc., and desire that you feel completely comfortable with our compensation in light of all current circumstances.

This letter is written to set out and confirm the terms of compensation for our legal services, as required by California Business and Professions Code § 6148, and is intended to fulfill the requirements of that section. This letter supercedes any and all prior agreements with respect to any compensation earned for services rendered by The Law Offices of Book & Book (the "Firm") or its principles through and including September 1, 2000, which agreements include (1) our engagement letter dated June 30, 2000, regarding certain securities law research; and (2) the Agreement dated as of August 18, 2000, between you and I, relating to the payment of certain consideration for services rendered.

1414 SOQUEL AVERUR SKITA CRUZ CALIFORRIA 95062

TRESPRONE (681) 427-5132 TREECOPIER (831) 427-5135 E-MAIL: Infombontacobook.com WSRS178: www.trebucdbook.com

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Mr. Robert W. Robb October 23, 2000 Page 2

You hereby agree with Firm that as payment for all services rendered for you from June 30, 2000, through and including September 1, 2000, Firm shall receive the following consideration:

- (1) You shall pay to Firm the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) in cash, payable as follows:
- (A) the sum of Fifty Thousand Dollars (\$50,000.00) shall be payable to Firm on or before December 3, 2000; and 24,
- (B) the remaining Seven Hundred Thousand Dollars (\$700,000.00) shall be payable to Firm on or before September 1, 2001.
- (2) You hereby grant and will transfer to Firm all right, title, and interest in and to four thousand (4,000) shares of the Common Stock of Junglegames.com, Inc., a Nevada corporation. ("Firm's Equity"). Firm's Equity is fully vested in and to Firm. You agree to execute any and all documents necessary or required to effectuate the transfer of Firm's Equity to Firm.
- (3) You hereby grant and will transfer to Firm two and one tenth of one percent (2.1%) ownership ("Patent Interest") in all your right, title, and interest in:
- (A) United States Patent Application Serial No. 09/481,726, filed 1/11/00, entitled "Method and Apparatus for Casino Gaming System for, e.g., Skill Based Games", and patents issuing thereon and patents claiming priority thereto; and
- (B) United States Patent Application Serial No. 09/545,987, filed 4/10/00, entitled "Method and Apparatus for Casino Machine Gaming System", and patents issuing thereon and patents claiming priority thereto; and
- (C) United States Patent Application Scriai No. 09/568,459, filed 5/9/00, entitled "Method and Apparatus for Multiplayer Casino Machine Gaming System", and patents issuing thereon and patents claiming priority thereto; and

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(D) United States Patent Application in process, entitled "Method and Apparatus for Casino Machine Gaming System for Fixed Achievement Games", and patents issuing thereon and patents claiming priority thereto, and

(E) Associated know-how.

The foregoing attorney's fees will be applied toward any costs and/or expenses incurred by Firm or its principals from June 30, 2000, through September 1, 2000.

You acknowledge having shared with Firm at all times your expectations and any concerns regarding Firm's services during the course of our representation. You further acknowledge that Firm has kept you informed of developments regarding this engagement, and consulted with you as necessary. Such consultations have resulted in the timely, effective, and efficient completion of Firm's work.

The Firm is governed by specific rules regulating our ability to enter into business transactions with clients or to acquire ownership or pecuniary interests adverse to our clients. Specifically, Rule 3-300 of the Rules of Professional Conduct of the State Bar of California provides as follows:

"A member shall not enter into a business transaction with a olient; or knowingly acquire an ownership, possessory, security, or other pecuniary interest adverse to a client, unless each of the following requirements has been satisfied:

- (A) The transaction or acquisition and its terms are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which should reasonably have been understood by the client; and
- (B) The client is advised in writing that the client may seek the advice of an independent lawyer of the client's choice and is given a reasonable opportunity to seek that advice; and
- (C) The client thereafter consents in writing to the terms of the transaction

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or the terms of the acquisition."

Your signature to this letter shall constitute an acknowledgment by you that the Firm has agreed to accept Firm's Equity and the Patent Interest in lieu of additional cash as payment for legal services rendered. The Firm has fully disclosed to you the terms of this fee arrangement and by this letter has advised you to obtain the advice of independent legal counsel on this arrangement. You have elected to proceed with compensating the Firm with Firm's Equity and the Patent Interest, and the cash portion of the attorney's fee referred to above, and you hereby consent to this fee arrangement.

In addition, you hereby acknowledge and agree that the totality of the attorney's fees referred to in this agreement, including Finn's Equity, the Patent Interest, and the cash portion of the attorney's fee referred to above, are not excessive, but reasonable in light of the totality of facts and circumstances relating to the services rendered to you by Firm from June 30, 2000 through September 1, 2000.

The attorney-client relationship may be terminated at any time by you for any reason. The Firm has the right to withdraw from the representation of you at any time for any reason consistent with the Rules of Professional Conduct of the State Bar of California. If the Firm decides to withdraw from representation, it will advise you in writing. If either party terminates representation, the parties agree to execute any documents necessary to effectuate such termination.

The effective date of our agreement will be June 30, 2000. You should retain the signed original of this letter for your records.

You hereby acknowledge that this agreement does not relate to any legal services performed by Firm for or on behalf of Junglegames.com, Inc., a Nevada corporation. You hereby acknowledge that Firm's representation of that company commenced on September 2, 2000, and is the subject of a separate agreement between Firm and that company.

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If you have any questions or concerns about any of the terms set forth in this letter, please do not hesitate to give me a cell. We look forward to our continued work together.

Very truly yours,

THE LAW OFFICES OF BOOK & BOOK

ACKNOWLEDGEMENT

I hereby acknowledge and agree that the totality of the attorney's fees referred to in this agreement, including Firm's Equity, the Patent Interest, and the cash portion of the attorney's fee referred to herein, are not excessive, but reasonable in light of the totality of facts and circumstances relating to the services rendered to me by Firm from June 30, 2000 through September 1, 2000. I further acknowledge that Firm has agreed to accept Firm's Equity and the Patent Interest in lieu of additional cash as payment for the legal services described herein. I further acknowledge that the Firm has fully disclosed to me the terms of this fee arrangement and by this letter has advised me to obtain the advice of independent legal counsel on this arrangement. I have elected to proceed with compensating the Firm with Firm's Equity and the Patent Interest, and the cash portion of the attorney's fee referred to above, and I hereby consent to this fee arrangement.

Dated: Origina 15, 2000.

December

ROBERT W. ROBB

JRB jrb

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