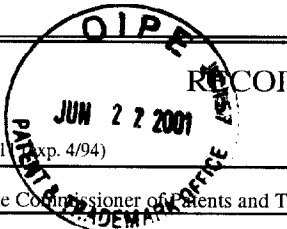


To The Honorable Commissioner of Patents and Trademarks



06-28-2001



101763003

MMD

(s) or copy(ies) thereof.

6-27-01

1. Name of conveying party(ies):
ON-POINT TECHNOLOGY SYSTEMS, INC.

Additional name(s) of conveying party(ies) attached? Yes No

3. Name and address of receiving party(ies):

Name: **Interlott Technologies, Inc.**

Internal Address:

Street Address: **7697 Innovation Way**

City: **Mason** State: **OH** Zip: **45040**

Additional name(s) & address(es) attached? Yes No

2. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 1, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

See Attached Exhibit 1

B. Patent No.(s): See Attached Exhibit 2

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Keith R. Haupt, Esquire

Internal Address:

WOOD, HERRON & EVANS, L.L.P.

2700 Carew Tower

Cincinnati, OH 45202-2917

Street Address: 441 Vine Street

City: Cincinnati State: OH Zip: 45202-2917

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41):\$40.00

Enclosed

Authorized to be charged to deposit account
(If deficiencies occur)

8. Deposit Account Number: 23-3000

(Attach duplicate copy of this page if paying by deposit account)

06/28/2001 1019Z1 00000014 233000 09238682
01 640.00 CH 40.00 DE

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Keith R. Haupt

Reg. No. 37,638

Keith R. Haupt
Signature

June 19, 2001
Date

Total number of pages comprising cover sheet, attachments, and document(s): _____

**Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments**

Washington, D.C. 20231

**PATENT
REEL: 011923 FRAME: 0458**

EXHIBIT 1

Continuation of Item 4A

Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>
09/238,682	01/26/99
09/570,227	05/12/00
09/152,015	09/11/98
09/385,336	08/30/99
09/934,660	09/13/99
09/636,450	04/14/98
09/128,406	08/03/98
09/738,234	12/15/00
29/135,672	01/16/01
29/135,702	01/16/01
09/828,643	04/06/01

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EXHIBIT 2

Continuation of Item 4B

Issued Patents

<u>Patent No.</u>	<u>Issue Date</u>
5,772,510	06/03/98
5,222,624	06/29/93
5,160,076	11/03/92
Des. 428,060	07/11/00
Des. 369,622	05/07/96
Des. 441,227	05/01/01

K:\INLO\26\exhibit 2.wpd

**ASSIGNMENT
OF
PROPRIETARY RIGHTS**

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (the "Assignment") is made as of June 1, 2001 by **ON-POINT TECHNOLOGY SYSTEMS, INC.**, a Nevada corporation (the "Assignor"), to **INTERLOTT TECHNOLOGIES, INC.**, a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of February 23, 2001 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor is required to assign all Proprietary Rights (as defined in the Agreement), including those listed on Exhibit A hereto;

WHEREAS, pursuant to and on the terms and conditions set forth in the Agreement, all right, title and interest of the Assignor in the Proprietary Rights are to be assigned to the Assignee in exchange for the consideration specified in the Agreement; and

WHEREAS, the execution and delivery of this Assignment for the purpose of effecting such assignment of the Proprietary Rights has been authorized in all respects, as required by law and by the Agreement, by all necessary corporate action of the Assignor and the Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. Assignment of Proprietary Rights. Pursuant to the aforementioned authorization and the consideration stated in the Agreement, the Assignor by this instrument does convey, grant, bargain, sell, transfer, set over, assign, release, deliver and confirm unto the Assignee and its successors and assigns all of its right, title and interest in and to the Proprietary Rights. The Assignor hereby makes such warranties, representations, covenants and indemnities with respect to the Proprietary Rights as are set forth in the Agreement.

2. No Implied Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their

respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

3. Further Assurances. Assignor hereby acknowledges and agrees that, at Assignee's request and without further consideration, Assignor shall execute, acknowledge and deliver any further documents and instruments and perform any further acts that Assignee requests to vest in Assignee all of Assignor's interest in and to the Proprietary Rights, including without limitation any filings or documentation required by the United States Patent and Trademark Office.

4. Power of Attorney. Assignor hereby appoints and constitutes Assignee as Assignor's attorney-in-fact to act for Assignor and in its name, place and stead, but for Assignee's own benefit, to assert or enforce any of Assignor's rights, title or interest in the Proprietary Rights, including without limitation bringing suit for past infringement thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed in their respective names, all on the day and year first above written.

ON-POINT TECHNOLOGY SYSTEMS, INC.

By: 

Printed Name: FREDERICK SANDVIK

Title: CEO

Issued Patents

Title	Ref. No.	Patent No.	Country	Issue Date	Comment
Lottery Ticket and System		5,772,510	U.S.	06/03/98	OK
Ticket Dispenser Machine and Method (Windows)	3345-2050	5,222,624	U.S.	06/29/93	OK
Ticket Dispenser Machine and Method (Windows)	3345-2051	2,010,273	Canada	7/21/98	OK
Ticket Dispensing Device and Method-Model 7000	3345-2010	5,160,076	U.S.	11/03/92	OK
Ticket Dispensing Device and Method-Model 7000	3345-2015	2,078,145	Canada	08/25/98	OK
Ticket Dispensing Device and Method-Model 7000	3345-2014.2	691 30 420.3-08	Germany	10/28/98	OK
Ticket Dispensing Device and Method-Model 7000	3345-2014.3	0 521 056	France	10/28/98	OK
Ticket Dispensing Device and Method-Model 7000	3345-2014.1	0 521 056	U.K.	10/28/98	OK
Ticket Dispensing Device and Method-Model 7000	3345-2011	UM-69513	Taiwan	12/12/92	OK
Ticket Dispensing Device and Method-Model 7000		172659	Austria	03/13/91	No Knowledge
Front Panel for Ticket Dispensing Machine	3345-2230	Des. 428,060	U.S.	07/11/00	OK
Ticket Dispensing Machine	3345-2081	Des. 369,622	U.S.	05/07/96	OK
Check Writer Design	3345-2211	Des. 441,227	U.S.	05/01/01	OK

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PATENT

REEL: 011923 FRAME: 0463

Pending Patent Applications

	Title	Ref. No.	Serial No.	Country	Filing Date	Comment
R	Ticket Dispensing Module and Method	3345-2170	09/238,682	U.S.	01/26/99	OK
R,A	Ticket Dispensing Module and Method	3345-2171	09/570,227	U.S.	05/12/2000	OK
R	Ticket Distribution System and Method	3345-2140	09/152,015	U.S.	09/11/98	OK
R	Game Point	3345-2180	09/385,336	U.S.	08/30/99	OK
R	Counter-Top	3345-2210	09/934,660	U.S.	09/13/99	OK
R,A	Helical Separator	3345-2130	09/636,450	U.S.	04/14/98	OK
R	Barcode Reading	3345-2150	09/128,406	U.S.	08/03/98	OK
R	Counter-Top	3345-2212	09/738,234	U.S.	12/15/00	OK
R	U.S. Division 71020-00055					
R	Check Writer Design	3345-2213	29/135,672	U.S.	01/16/01	OK
R,A	U.S. Division 71020-00056					
R	Check Writer Design	3345-2214	29/135,702	U.S.	01/16/01	OK
R	U.S. Division 71020-00057					
R	Ticket Dispensing Modules and Method	3345-2131	PCT/US99/07855	PCT/Multi-National	04/09/99	OK
R,A	Ticket Dispensing Modules and Method	3345-2132	2,328,854	Canada	04/09/99	OK
R,A	Ticket Dispensing Modules and Method	3345-2133	99 915 347.1	EPO	10/18/00	OK

PATENT

REEL: 011923 FRAME: 0464

	Title	Ref. No.	Serial No.	Country	Filing Date	Comment
#	Lottery Ticket and System Foreign Filing - U.S. Patent 5,772,510		PCT/US98/13078	PCT/Multi-National	06/23/98	OK
#	Lottery Ticket and System foreign Filing U.S. Patent 5,772,510		9881641	Australia	06/23/98	OK
	Ticket Dispensing Modules and Method		9933883	Australia	04/09/99	No Knowledge Could be Canada above
R,A	Jackpot Network	3345-7145 & 3345-2240	60/195,626 & 09/828,643	U.S.	04/06/2000 & 04/06/2001	OK
R,A	Jackpot Network	3345-2241	Not Yet Known	PCT	04/06/01	OK

Registered Trademarks

	Trademark	Ref. No.	Reg. No.	Country	Reg. Date	Comment
R	MPR	3345-8035	1,952,658	U.S.	01/30/96	OK
R	VTR	3345-8025	1,889,666	U.S.	04/18/95	Abandoned
R	PTR	3345-8020	1,842,821	U.S.	07/05/94	Abandoned
R	SUPER AGENT	3345-8010	1,784,454	U.S.	07/27/93	Abandoned
R	ITR	3345-8000	1,698,906	U.S.	07/07/92	OK
R	LEI	3345-8015	1,841,742	U.S.	06/28/94	Abandoned
R	LEI	3345-8016	503,634	Mexico	09/15/95	OK
R	LEI	3345-8017	740,164	Canada	11/17/95	OK

PATENT

REEL: 011923 FRAME: 0465

Pending Trademark Applications

Trademark	Serial No.	Country	Filing Date
# PLAYPOINT	75/621, 218	U.S.	01/12/99 (allowed 08/15/00)
# COUNTERPOINT	75/621, 217	U.S.	01/12/99 (allowed 06/27/00)
# Checkwriter	76/022, 876	U.S.	04/10/00 (pending)

PATENT

Copyright Registrations

Title	U.S. Reg. No.	Reg. Date
LOTTERY	Txu 475, 653	6/21/91 - No Knowledge