

FEB 14 2002
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TO: The Commissioner of Patents and Trademarks: Please record the attached original documents(s) or copy(ies).

Submission Type

☒ New
☐ Resubmission (Non-Recordation)
Document ID #

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ Security Agreement

☒ License ☐ Change of Name

☐ Merger

☐ Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

Conveying Party

☐ Mark if additional names of conveying parties attached

Name (line 1)

Effective Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Effective Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of conveying parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the Receiving Party only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

03/01/2002 DBYRNE

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number (312) 755-1900

Name Michael D. Rechten

Address (line 1) Foley & Lardner

Address (line 2) 330 North Wabash Avenue

Address (line 3) Suite 3300, One IBM Plaza

Address (line 4) Chicago, Illinois 60611-3608

Pages

Enter the total number of pages of the attached conveyance document including any attachments

23

Application Number(s) or Patent 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).

Patent Application Number(s)

Patent Number(s)

5752699

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment: ☒ Enclosed ☐ Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

06-1450

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Michael D. Rechten
Name of Person Signing
Reg. No. 30,128

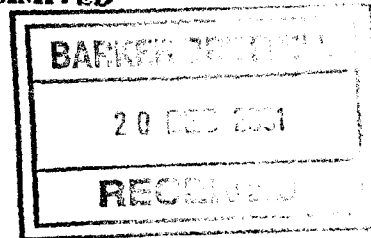
Signature

Date Signed

DATED

2001

- (1) CROMPTONS LEISURE MACHINES LIMITED
- (2) BELL-FRUIT GAMES LIMITED



LICENCE OF TECHNOLOGY

To	Toby Gosnell		
Company			
From	Lizbeth Blackman		
Company			
Tel No	0121 456 256	No. of Pages	
		Ref No	7696

FAX
Post-It Fax Note

EVERSHEDS

1 Royal Standard Place, Nottingham NG1 6EZ
Telephone: 0115 950 7000
Facsimile: 0115 950 7111

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THIS AGREEMENT is made on
BETWEEN

2001

- (1) **CROMPTONS LEISURE MACHINES LIMITED** (Registered No 00804597) whose registered office is at 4 Wilton Road, Ilaine Business Park, Ramsgate, Kent, CT12 5HG ("the Licensor")
- (2) **BELL-FRUIT GAMES LIMITED** (Registered No 00763393) whose registered office is at Leengate, Nottingham, Nottinghamshire NG7 2LX ("the Licensee")

BACKGROUND

- (A) The Licensor is engaged in the manufacture and sale of the Products and is entitled to an invention in respect of which it has obtained the Patents and is possessed of Know-how relating to the Products (all as defined below).
- (B) The Licensor has agreed to license the Licensee to make, use and sell the Products in the Territory (as defined below) upon the terms and subject to the conditions of this Agreement.

1. DEFINITIONS

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

"Associated Company"	Mazooma Games Limited (registered number 3437067) and QPS Interactive Limited (registered number 3843567), both with registered offices at Merkur House, Bowbridge Road, Newark, Nottinghamshire NG24 4BZ;
"Business Day"	any day other than Saturday or Sunday or a bank or public holiday in England;
"Confidential Information"	all information which is commercially sensitive and of a secret nature (including Know-how), whether or not marked confidential or orally stated to be confidential, relating to any and all aspects of the business and financing of the Licensor or Licensee. Such information may be expressed in any form including orally, as an idea, as price lists, plans, customer lists or

details, computer software, or information concerning the Licensor's or Licensee's relationships with actual or potential clients or customers and the needs and requirements of such persons;

"Commencement Date"

1 October 2001;

"Control"

the ability to direct the affairs of another, whether by means of voting or contractual rights or otherwise, and whether directly or indirectly;

"Force Majeure"

circumstances beyond the reasonable control of either party which result in delay or prevent either party from performing its obligations under this Agreement, including acts of God, acts of any governmental or supra national authority, war or national emergency, riots, civil commotion, fire, explosion, flood or epidemic;

"Improvement"

any improvement, enhancement, substantial alteration or modification to or of a Product or the process for making it;

"Know-how"

all knowledge, experience, data, technical and/or commercial information relating to all inventions and other intellectual property rights (including the Patents) which is secret, substantial and identified and is reasonably of commercial interest to the Licensor in the design, manufacture or supply of the Products. This includes (without limitation) descriptions of manufacturing processes, or drawings relating to the design, development, manufacture, assembly, repair, testing and use of the Products;

"Patents"

- (a) the patents and applications for patents and rights of a similar nature in the Territory and relating to the Products short particulars of which are set out in

Schedule 1; and

- (b) all patents granted in the Territory pursuant to the patent applications mentioned at (a) above;

"Products"	any product manufactured within the scope of any of the Patents and using the Know-how more fully described in Schedule 3;
"Quarter"	the period of 3 calendar months commencing on the date of this Agreement and each consecutive period of 3 calendar months thereafter, or any shorter period commencing on a day immediately following the end of a Quarter and ending on the termination of this Agreement, and "Quarterly" shall be construed accordingly;
"Sole"	in respect of a right granted under this Agreement, that the Licensor may itself exercise the right but will not authorise persons other than the Licensees to exercise that right;
"Supply"	give, sell, lend, let out on hire, lease or otherwise dispose of and "Supplied" shall be construed accordingly;
"Territory"	all countries of the world;

2. INTERPRETATION

The following notes of construction and interpretation apply to each and every part of this Agreement:

- 2.1 references to a statute or statutory provision shall, unless the context otherwise requires include any statute or statutory provision which the referred to provision amends, re-enacts, extends, consolidates or replaces. References to a statutory provision also extend to any subordinate legislation made under it;
- 2.2 reference to persons includes bodies corporate, unincorporated associations and partnerships;

- 2.3 the words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context;
- 2.4 the masculine includes the feminine and neuter and the singular includes the plural and vice versa;
- 2.5 references to clauses and Schedules are to clauses of and Schedules to this Agreement, and references to paragraphs are to paragraphs in the Schedule in which such paragraphs appear; and
- 2.6 references to a party shall mean either the Licensor or the Licensee and any reference to the parties shall (as the case may be) mean both of them.

3. GRANT OF RIGHTS

- 3.1 The Licensor hereby grants to the Licensee with effect from the Commencement Date a sole licence, in the Territory for the duration of this Agreement:
 - 3.1.1 to use the Patents and the Know-how;
 - 3.1.2 to make the Products; and
 - 3.1.3 to use and Supply the Products.
- 3.2 The Licensee shall be entitled to sub-licence any Associated Company the rights and licences granted under this Agreement provided that all sub-licences so granted:
 - 3.2.1 shall be non-exclusive and shall be limited and subject to the rights and obligations granted to the Licensee under this Agreement, including but not limited to those obligations set out under clause 5 (Confidentiality);
 - 3.2.2 shall prohibit the sub-licensee from granting further sub-licences or disclosing the Know-how and/or Confidential Information other than to its own directors and employees;
 - 3.2.3 shall expire on or prior to the expiry of the Licence; and
 - 3.2.4 shall be notified by the Licensee to the Licensor in writing prior to a sub-licence being granted.

4. KNOW-HOW

- 4.1 On the Commencement Date the Licensor will supply to the Licensee the Know-how in its possession (which the Licensor is lawfully permitted to disclose) and which in the reasonable opinion of the Licensor is necessary for the manufacture and use of the Products in accordance with this Agreement.
- 4.2 Such Know-how supplied by the Licensor shall be subject to the provisions of clause 5 (Confidentiality) and shall be used by the Licensee only for the purposes of and subject to the terms of this Agreement.
- 4.3 The Licensor will use its reasonable endeavours promptly to correct any significant errors in the Know-how subsequently discovered by the Licensor, or by the Licensee which the Licensee notifies to the Licensor.
- 4.4 The Licensee undertakes that, for so long as any part of the Know-how remains subject to the obligations of confidence of clause 5, it will not use the Know-how for any purpose except as expressly permitted in this Agreement.

5. CONFIDENTIALITY

- 5.1 Each party agrees during the term of this Agreement and after expiry or termination of this Agreement howsoever arising to keep secret and confidential all Confidential Information obtained from the other. Each party further agrees to use such Confidential Information exclusively for the purposes of this Agreement, and only to disclose the same as follows:
- 5.1.1 to their respective licensees who in such event shall enter into a prior written confidentiality undertaking direct with the party whose Confidential Information is being disclosed in terms satisfactory to that party;
- 5.1.2 to their respective directors or employees concerned in the manufacture, use or sale of the Products; and
- 5.1.3 in relation to communications with and from regulatory authorities in the Territory relating to the Products.
- 5.2 The provisions of clause 5.1 shall not apply to Confidential Information or other information which the Licensor or the Licensee (as the case may be):
- 5.2.1 can prove to have been in its possession (other than under any obligation of confidence) at the date of receipt or which becomes public knowledge

otherwise than through a breach of any obligation of confidentiality owed to the party communicating such information to the other; or

5.2.2 is required to disclose pursuant to an obligation under statute or to a statutory or governmental body.

5.3 The provisions of this clause 5 shall remain in force for a period of 10 years from the date of receipt by the party concerned of any Know-how notwithstanding earlier termination of this Agreement.

6. ROYALTY

6.1 In consideration of the rights granted under clauses 3 and 4, the Licensee shall;

6.1.1 within 30 days of the Commencement Date pay to the Licensor an initial sum of £10,000 (ten thousand pounds) by way of a non-refundable and irrevocable disclosure fee;

6.1.2 during the continuance of this Agreement, pay to the Licensor a royalty as set out in Schedule 2.

6.2 Payments due under clause 6.1.2 shall be made so as to be received by the Licensor no later than the 20th day of the calendar month (or the next working Day if the 20th is not a working day in London) following the end of each Quarter in respect of royalties accruing on Products invoiced in that Quarter. In the event of any delay in effecting any such payments the Licensee shall pay to the Licensor interest (calculated on a daily basis) on the overdue payment from the date such payment was due to the date of actual payment at a rate of 3% over the base lending rate of HSBC Bank plc from time to time

7. PATENTS

7.1 The Licensee agrees that it shall not obtain any right, title or interest in or to the Patents other than such as may be granted to it under this Agreement and that the Licensee shall not do or permit anything to be done in its use of the Patents which would or could jeopardise their validity.

7.2 The Licensor shall at its own cost diligently prosecute to grant all subsisting patent applications within the Patents so as to secure the broadest monopoly reasonably obtainable consistent with avoiding serious prejudice to the validity of such granted Patents

7.3 The Licensor shall during the life of this Agreement pay all renewal fees and do all such acts and things as may be necessary to maintain and keep on foot the Patents and shall produce to the Licensee the receipt for such renewal fees seven days at least before the last day for renewing the Patents, and in default shall permit the Licensee to pay the same and shall credit the Licensee with the cost of renewal in the books of account of the Licensor.

7.4 The Licensor shall not during the life of this Agreement, save with the prior written consent of the Licensee, abandon any of the Patents or allow any of them to lapse.

7.5 The Licensor hereby represents and warrants to the Licensee that:

7.5.1 the Licensor has a good right to the legal and beneficial ownership of the Patents and the Know-how and there is no claim which may affect any of them nor has it, with the exclusion of charges over the Patents, Know-how or Confidential Information to banks in the normal course of business, licensed, assigned, charged or encumbered (or agreed to licence, assign, charge or encumber) any of them;

7.5.2 the Licensor has not done or omitted to do any act, matter or thing which has or might invalidate the whole or part of the Patents or the Know-how or cause any patent applications within the Patents to lapse or become subject to a compulsory licence.

7.6 The Licensor agrees to indemnify and keep indemnified the Licensee against all costs, expenses, liabilities, injuries, losses, damages, demands and judgments which result from or arise out of a direct or indirect breach of the warranties contained in clause 7.5 provided

7.6.1 that such resulted or arose within the 12 calendar months prior to the date of the Licensee's claim for such indemnity from the Licensor; and

7.6.2 that the Licensor's liability in respect of such a claim shall be limited to the value of royalties received by it under this Agreement within the 12 calendar months prior to the date of that claim.

8. PATENT INFRINGEMENT

8.1 If the Licensee becomes aware of any infringement of the Patents or misappropriation or misuse of the Know-how it shall promptly notify the Licensor and provide all details within its knowledge and shall provide the Licensor with all

assistance requested by the Licensor for the purposes of any action brought by the Licensor with respect to any such infringement or misappropriation or misuse.

8.2 Upon the occurrence of any infringement or suspected or threatened infringement of the Patents (which expression for the purposes of this clause 8 shall be deemed to include any patent granted in any part of the Territory in respect of an Improvement of the Licensor) or misappropriation or misuse of the Know-how the Licensor and Licensee shall immediately consult to decide what steps shall be taken to prevent or terminate such infringement.

8.3 The Licensor or the Licensee shall take all steps as may be agreed by them in pursuance of clause 8.2 including the institution of legal proceedings where necessary in the name of one of the parties or in the joint names of the Licensor and the Licensee as appropriate.

9. IMPROVEMENTS

9.1 If the Licensor shall at any time file an application for a patent anywhere in the Territory for any Improvement devise, discover or acquire rights in any Improvement, the Licensor shall to the extent that it is not prohibited by law or by any obligation to any other person promptly notify the Licensee in writing giving details of such Improvement and shall, following a request for the same, provide to the Licensee such information and explanations as the Licensee shall reasonably require to be able effectively to utilise the same. The definitions of "confidential Information", "Know-how" and "Patents" in clause 1 shall be deemed to be extended (at no additional cost to the Licensee) to include such Improvement, provided that, where the Licensor is only entitled to license such Improvement on payment of a royalty or other consideration, the Licensee shall pay to the Licensor royalties thereon in an amount to be agreed. All information so provided shall be deemed to be provided on the terms of this Agreement.

9.2 If the Licensee shall at any time devise, discover or acquire rights in any Improvement the Licensee shall to the extent that it is not prohibited by law or by any undertaking given to any other person promptly notify the Licensor in writing giving details of it and provide to the Licensor such information or explanations as the Licensor may reasonably require to be able effectively to utilise the same. In any case where such Improvement is severable from and not dependent on the rights licensed under this Agreement, the Licensee shall grant a non-exclusive, royalty-free licence under all rights protecting such Improvement throughout the Territory to the Licensor with respect to the manufacture, Supply and use of any article incorporating

such Improvement. Where the Improvement is not severable from the rights licensed under this Agreement the Licensee shall grant to the Licensor an exclusive royalty-free licence under all rights protecting such Improvement with respect to the manufacture, Supply and use of any article incorporating such Improvement.

10. LICENSEE'S OBLIGATIONS

- 10.1 All Products Supplied by the Licensee and any sub-licensee under this Agreement shall be marked with the relevant patent numbers of the Licensor and with such clear and prominent statement as may be approved by the Licensor from time to time that the Products are manufactured and supplied under licence from the Licensor.
- 10.2 At the same time as payment of any royalties under this Agreement falls due the Licensee shall submit or cause to be submitted to the Licensor a statement in writing recording the calculation of royalty payable under this Agreement; in particular:
- 10.2.1 the number and list price of Products which have been manufactured, Supplied and/or put into use during the relevant Quarter, together with a geographical analysis of sales by country; ~~and~~ PB.
- 10.2.2 the amount of royalties due and payable thereon.
- 10.3 The Licensee shall keep proper records and books of account showing the quality, description and price of Products Supplied or put into use under this Agreement and such records and books shall be kept separate from any records and books not relating solely to the Products and be open at all reasonable times to inspection by the Licensor or its duly authorised agent or representative who all be entitled to take copies of or extracts from the same. In the event that such inspection or audit should reveal a discrepancy in the royalties paid from those payable under this Agreement, the Licensee shall immediately make up any shortfall and reimburse the Licensor in respect of any professional charges incurred for such audit or inspection.
- 10.4 The provisions of this clause 10 shall continue to apply notwithstanding termination or expiry of this Agreement until the settlement of all subsisting claims of the Licensor.

11. TRADE MARKS

- 11.1 Nothing in this Agreement shall confer on the Licensee any right or licence to use any of the Licensor's (or any of its Associated Companies') trade marks, service marks, logos or trade name;

12. PRODUCT LIABILITY

- 12.1 The Licensee shall at all times indemnify and keep indemnified the Licensor against all costs, claims, damages or expenses incurred by the Licensor or for which the Licensor may become liable with respect to any product liability claim relating to Products Supplied or put into use by the Licensee (or any sub-licensee) pursuant to this Agreement. The Licensee shall maintain product liability insurance coverage of £10,000,000 increasing in accordance with the Retail Price Index and shall inform its insurer by letter (a copy of which shall be delivered to the Licensor) of the Licensor's interest in such insurance policy. The Licensee shall supply the Licensor with a copy of such insurance policy on request together with a copy of the annual certificate of insurance.

13. TERM AND TERMINATION

- 13.1 This Agreement comes into effect on the Commencement Date and unless terminated earlier under the provisions of this clause shall remain in full force and effect until the expiry of three years from the Commencement Date.
- 13.2 The Licensor shall be entitled to terminate this Agreement by notice in writing to the other if the Licensee
- 13.2.1 becomes the subject of voluntary arrangements under section 1 Insolvency Act 1986;
 - 13.2.2 is unable to pay its debts within the meaning of section 123 Insolvency Act 1986;
 - 13.2.3 has a receiver, manager, administrator or administrative receiver appointed over all or any parts of its undertaking, assets or income;
 - 13.2.4 has passed a resolution for its winding-up;
 - 13.2.5 has a petition presented to any court for its winding-up or for an administration order; or

13.2.6 suffers anything analogous to the foregoing in any relevant jurisdiction.

13.3 The Licensee will be entitled to terminate this Agreement immediately if the Patents are not granted in a form substantially similar as presently applied for.

13.4 The Licensor will be entitled to terminate this Agreement immediately by notice in writing to the Licensee if the royalty payment under 6.1.2 made by the Licensee to the Licensor amounts to less than £50,000 in aggregate in respect of the period of 12 months from the commencement date or from any anniversary thereof.

13.5 The Licensor shall be entitled to terminate this Agreement immediately on notice in writing to the Licensee if the Licensee fails to make the payment referred to in clause 6.1.1 within the time specified for payment in that clause.

14. CONSEQUENCES OF TERMINATION

14.1 All rights and obligations of the parties shall cease to have effect immediately upon termination of this Agreement except that termination shall not affect:

14.1.1 the accrued rights and obligations of the parties at the date of termination; and

14.1.2 the continued existence and validity of the rights and obligations of the parties under those clauses which are expressed to survive termination and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

14.2 Upon termination of this Agreement howsoever occasioned:

14.2.1 the Licensee's (and any sub-licensee's) rights to use the Patents and the Know-how under this Agreement shall forthwith cease (subject to such Patents not having expired and such Know-how remaining substantial and confidential);

14.2.2 the Licensee shall at the request of the Licensor return promptly to the Licensor all technical and promotional material in its possession relating to the Products and the Know-how and the Confidential Information and all copies of such material to the extent such remains confidential;

14.2.3 the Licensee (and any sub-licensee) shall continue to have the right for a period of 3 months from the date of termination to complete deliveries on contracts in force at that date and to dispose of Products already

manufactured subject to payment to the Licensee of royalties thereon in accordance with clause 6 above;

- 14.2.4 if either party shall have a claim against the other there shall (in the absence of express written agreement between the parties) be no right of set-off against any monies due from the other party.

15. **FORCE MAJEURE**

Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party for any failure or delay in performing its obligations under this Agreement if prevented from doing so by Force Majeure and shall be entitled to a reasonable extension of time for performing its obligations.

16. **ASSIGNMENT**

- 16.1 Other than as expressly permitted under this Agreement the Licensee shall not assign, transfer, charge, encumber or otherwise deal with the whole or any part of this Agreement or its rights or obligations under this Agreement provided that the Licensee shall have the right at any time upon notice to the Licensor to assign all (but not some) of its rights and obligations (arising as from the date of assignment) under this Agreement to any Associated Company.
- 16.2 The Licensor shall be free to assign, transfer, charge, encumber or otherwise deal with the whole or any part of this Agreement or its rights or obligations under this Agreement as it sees fit.

17. **RELATIONSHIP OF THE PARTIES**

- 17.1 Each of the parties hereto is an independent contractor and nothing contained in this Agreement, and no action taken by the parties pursuant to this Agreement, shall be construed to imply that there is any relationship between the parties of partnership or of principal/agent or of employer/employee, nor are the parties hereby engaging in a joint venture, association or other co-operative venture, and accordingly neither of the parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, unless expressly permitted by the terms of this Agreement.

18. SEVERABILITY

- 18.1 If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remaining provisions will not be prejudiced unless the substantive purpose of this Agreement is then frustrated, in which case either party may terminate this Agreement on written notice to the other.

19. ENTIRE AGREEMENT/RELIANCE ON REPRESENTATIONS

- 19.1 This Agreement, together with any documents referred to in this Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior communications, drafts, agreements, representations (other than representations made fraudulently), warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written, between the parties.

20. VARIATIONS

- 20.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties by a director or other duly authorised officer of each of the parties.

21. WAIVER

- 21.1 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy, or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

22. GOVERNING LAW AND JURISDICTION

- 22.1 This Agreement is governed by, and shall be construed in accordance with, English law.
- 22.2 The courts of England and Wales shall have exclusive jurisdiction to settle any disputes which may arise out of this Agreement. The parties agree to submit to such jurisdiction.

22.3 The jurisdiction agreement contained in this clause 22 is made for the benefit of the Licensor only who accordingly retains the right to take proceedings in any other court of competent jurisdiction.

23. **NOTICES**

23.1 Any demand, notice or other communication given or made under or in connection with this Agreement shall be in writing and shall be given to the Licensor or to the Licensee, as the case may be, either personally, by post (registered or air mail as appropriate), by facsimile appropriately addressed as follows:

Licensor

4 Wilton Road, Haine Business Park,
Ramsgate, Kent, CT12 5HG

+44 (0) 1843 588043

For the attention of:

Chris Pantelli

Licensee

Leengate, Nottingham, Nottinghamshire
NG7 2LZ

+44 (0) 115 942 0125

For the attention of:

Russell Blenkinsop

or to such other address, facsimile or name as either party may from time to time designate by written notice to the other.

23.2 Notices and communications so designated, shall be deemed to have been duly given or made:

23.2.1 if delivered by hand, upon delivery at the address of the relevant party;

23.2.2 if sent by prepaid first class post, two Business Days after posting; or

23.2.3 if sent by fax at the time of transmission (provided a confirmatory letter is sent on the day of transmission by prepaid first class post);

23.3 Where in accordance with the above provisions any notice or communication would otherwise be deemed to be given or made on a day which is not a Business Day or after 4.00 pm on a Business Day, such notice or other communication shall be deemed to be given or made at 9.00 am on the next Business Day.

20/12/2001 14:55 44-1159782468
27/10 2001 SAT 08:33 FAX 01843588043 RECEPTION
26/10/2001 14:43 44-1159782468
26/10/2001 14:38 44-1159782468
26/10/2001 15:36 44-1159782468
27/10 2001 SAT 08:33 FAX 01843588043 RECEPTION

BELL FRUIT GAMES

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BELL FRUIT GAMES
MAZOOKA GAMES
BELL FRUIT GAMES

002/002

PAGE 01
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PAGE 01
002/002

24. COSTS AND EXPENSES

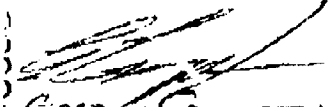
Except where otherwise expressly provided in this Agreement, each Party will pay its own costs and expenses in relation to the preparation, execution, completion and implementation of this Agreement, provided that if the Licensor lawfully exercises its right to terminate this Agreement in accordance with clause 13.5, then, in addition to any other right or remedy which it may have against the Licensee, the Licensee will pay to the Licensor on demand an amount equal to all such costs and expenses incurred by the Licensor as aforesaid and incurred in connection with the termination of this Agreement.

25. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

EXECUTED as a deed and delivered on the date stated at the head of this Agreement.

SIGNED by
CROMPTON LEISURE MACHINES
LIMITED
acting by
and


GORDON CROMPTON

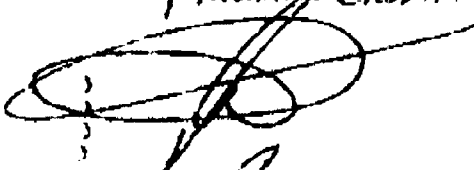
Director

Director/Secretary

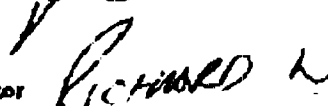

RICHARD CROMPTON

SIGNED by
BELL FRUIT GAMES LIMITED
acting by
and

Director


RICHARD WILSON

Director/Secretary


R. S. BLINKSOP
RUSSEL BLINKSOP

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