

05-30-2002



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PATENTS ONLY

FINANCE SECTION

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

Submission Type

New **5-23-02**

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(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

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.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

05/29/2002 TDIR21 00000067 5464971

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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. 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

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,464,971"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed 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

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.

Name of Person Signing

Signature

Date

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The law firm of Holland & Hart, whose post office address is 555 17th Street, Suite 3200, Post Office Box 8749, Denver, Colorado 80202, is hereby designated as Domestic Representative for Alphameric Broadcast Solutions Limited, an England and Wales Company, upon whom notices or process in proceedings affecting the attached Patent Assignment may be served.

Alphameric Broadcast Solutions Limited
An England and Wales Company

Date: X 8/5/ _____, 2002

By X J. A. Sarsby _____

Title: Director.

ASSIGNMENT

DATE:

18 OCTOBER 2000

PARTIES:

- (1) **MICROSKILL LIMITED** (registered in England and Wales under Company No. 1603994) whose registered office is at Trafalgar Building, Leeds Road, Huddersfield, West Yorkshire HD2 1YY (**"the Assignor"**); and
- (2) **ALPHAMERIC BROADCAST SOLUTIONS LIMITED** (registered in England and Wales under Company No. 2730742) whose registered office is at Bishopsgate House, Broadland Park, Shalford, Guildford, Surrey GU4 8ED (**"the Assignee"**).

RECITAL:

Pursuant to an agreement for the sale and purchase of certain parts of the business and assets of the Assignor, made between the Assignor and the Assignee, of even date herewith (**"the Sale and Purchase Agreement"**), the Assignor agreed to transfer certain intellectual property rights to the Assignee. This Assignment is entered into pursuant to the Sale and Purchase Agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS

In this Assignment:

"Goodwill"

shall mean the goodwill custom and connection of the Assignor in connection with the Business (as defined in the Sale and Purchase Agreement), and the exclusive right for the Assignee and its successors and assigns to represent themselves as carrying on the Business in succession to the Assignor;

"Intellectual Property Rights"

shall mean the patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models, (in each case for the full period thereof and all extensions and renewals thereof), applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, inventions, confidential information, know-how, business names, trade names, domain names, brand names, copyright (and rights in the nature of

MICROSKILL LIMITED

- and -

ALPHAMERIC BROADCAST SOLUTIONS LIMITED

ASSIGNMENT OF PATENTS
AND OTHER INTELLECTUAL PROPERTY

WE CERTIFY the within to be a true copy of the original.

Nabarro Nathanson.

Dated 14th March 2002.

File	A0269	Lacon House
Ref:	00201	Theobald's Road
		London
		WC1X 8RW

Nabarro Nathanson
Lacon House
Theobald's Road
London WC1X 8RW

Tel: 020 7524 6000

7215

copyright) and design rights, logo, trading styles and get-up and any similar rights situated in any country but only insofar as the same are owned used or enjoyed by the Assignor in connection with the Business as carried out at the date hereof (including without limitation the Patents) together with the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing;

“Patents”

shall mean the patents identified in the Schedule.

2. ASSIGNMENT

Pursuant to the Sale and Purchase Agreement and for the consideration expressed therein, the Assignor hereby assigns with full title guarantee to the Assignee, to hold unto the Assignee, its successors and assigns absolutely for all time hereafter the Intellectual Property Rights and the Goodwill together with the right to sue for past infringements or violations thereof, and to retain any damages obtained as a result of such action.

3. FURTHER ASSURANCE

At the request and cost of the Assignee, the Assignor shall at all times after the date of this Assignment:

- 3.1 do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned or purported to be assigned to the Assignee by this Assignment free from all liens charges options and encumbrances or adverse interests of any kind;
- 3.2 execute any document that the Assignee may reasonably require to enable the Assignee to become registered as the proprietor of the Patents or such other Intellectual Property Rights as are registered;
- 3.3 give to the Assignee the full benefit of any applications forming part of the Intellectual Property Rights; and
- 3.4 to the extent that it is necessary to register this Assignment at any registry of intellectual property (including without limitation the United Kingdom, United States and Australian Patent Offices), lend its name to, and at the expense of the Assignee give such assistance as the Assignee may request in connection with, any proceedings in respect of any infringement of the Intellectual Property Rights that are registered (including without limitation the Patents) (or any of them).

4. CONSENTS

- 4.1 In any case where the consent of any person firm or body corporate not a party to this Assignment is required to effect the transfer from the Assignor to the Assignee of any of

the Intellectual Property Rights, it is agreed by the parties hereto that such transfer shall be conditional upon such consent being obtained which the Assignor shall use its best endeavours to obtain as soon as practicable and in the meantime the Assignor shall hold the benefit of any such Intellectual Property Rights in trust (if permissible and lawful in relation to the Intellectual Property Rights in question) for the Assignee, the Assignee being permitted to have the use and benefit thereof.

4.2 This Assignment shall not constitute an assignment or attempted assignment if such assignment or attempted assignment would constitute a breach of an arrangement or agreement with any person firm or body corporate not a party to this Assignment.

5. THE SCHEDULE

The Schedule following the operative part of this Assignment shall be deemed to be incorporated in, and form part of, this Assignment.

6. GOVERNING LAW AND JURISDICTION

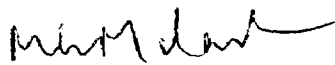
This Assignment shall be governed by and construed in accordance with the laws of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction.

IN WITNESS of which this Assignment has been executed on the date written at the beginning of this Assignment.

**SCHEDULE
Patents**

Country	Number	Name
United Kingdom	GB 2269926	Apparatus and method for generating a receipt.
United States	5464971	Apparatus and method for receiving and processing a bet.

Signed by
duly authorised for and on behalf of
MICROSKILL LIMITED

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Signed by
duly authorised for and on behalf of
**ALPHAMERIC BROADCAST
SOLUTIONS LIMITED**

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