

06-18-2002



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Ronald Clapper, Jr.;
Worldwide Game Technology Corp.;
SSK Game Enterprises, Inc.;
Diamond Game Enterprises.

6.11.02

Additional name(s) of conveying party(ies) attached?

Yes _____ No X

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

Name: Lucky Tab Holdings, LLC

Internal Address: _____

3. Nature of conveyance:

X Assignment

_____ Merger

_____ Security Agreement

_____ Change of Name

_____ Other _____

Street Address: 9817 Variel Street

City: Chatsworth State: California ZIP: 91311

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

Execution Date: December 20, 2001

4. Application number(s) or patent number(s): 5,487,544; 5,536,008; 5,609,337; 5,645,485; 5,749,784; 5,810,664; 5,928,082; 5,980,385; 6,056,289.

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? _____ Yes X No

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

Name: George W Hoover II

Internal Address: _____

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Street Address: 12400 Wilshire Boulevard

Seventh Floor

City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41)\$ 360.00

X Enclosed

_____ Authorized to be charged to deposit account

8. Deposit account number:

02-2666

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

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360.00 DP

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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.

George W Hoover, Reg. No. 32,992

Name of Person Signing, Reg. No.

George W Hoover
Signature

May 29, 2002

Date:

Total number of pages including cover sheet: 7

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to :
Assistant Commissioner for Patents, Washington, D.C. 20231 on: May 29, 2002

Kelly Walsh
Kelly Walsh

May 29, 2002
Date

Attny Dkt No. 005884.G001

ORIGINAL

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ASSIGNMENT OF PATENTS

This Assignment of Patents ("Patent Assignment") is made and entered into as of ~~December~~ November 20, 2001 by and among (A) Ronald Clapper, Jr. ("Clapper"), an individual residing in Montoursville, Pennsylvania; Worldwide Game Technology Corp., a California corporation ("Worldwide"); SSK Game Enterprises, Inc., a Delaware corporation ("SSK"); and Diamond Game Enterprises, a California corporation ("Diamond") (all of the foregoing being referred to herein collectively as the "Assignors") and (B) Lucky Tab Holdings, LLC, a Delaware limited liability company ("LTH").

WHEREAS, this Patent Assignment is being executed and entered into in connection with the Settlement Agreement of even date herewith by and between Worldwide, Clapper, Diamond, SSK and other parties (the "Settlement Agreement"); and

WHEREAS, this Patent Assignment concerns the following United States and foreign patents and patent applications, all of which are referred to collectively herein as the "Patents":

- (a) the patents listed on Exhibit A hereto and, in addition;
- (b) any other United States or foreign patent(s) issued on or before the date hereof and any United States or foreign patent applications (provisional or otherwise) filed on or before the date hereof, that are presently or were filed or owned at any time by, or issued to, any of the parties to the Settlement Agreement (herein, the "Parties") or any of their Related Persons (as defined by the Settlement Agreement); provided that such patent(s) or applications, as the case may be, either (i) are used or useful in Diamond's and/or SSK's business or (ii) include any claim(s) directed at, or disclosure centering on, any form of pull-tab dispenser(s) or phone-card dispensers, any mechanism or process to be used in any such dispenser(s), any type of pull-tab ticket(s) or phone cards or technology relating to pull-tab(s) or phone cards, or any other technology relating to gaming or amusement devices or gaming or amusement business(es); and, in addition
- (c) any patents that may issue after the date hereof directly or indirectly from any of the foregoing patents or patent applications, including based on any division(s), continuation(s), or reissues thereof; any continuations-in-part thereof (insofar as the claims in such continuations-in-part are based on or supported by subject matter disclosed in a prior application); and any patents that may claim any priority based on any of the foregoing;

provided, however, that the term "Patents" does not include United States patent No. 5,348,299 or United States patent No. 5,377,975; and

WHEREAS, Worldwide and Diamond have formed LTH, which is owned 50% by Diamond and 50% by Worldwide, for the sole purposes of holding and maintaining the Patents and making certain rights thereunder available to Diamond and Worldwide; and

WHEREAS, pursuant to the Settlement Agreement, all ownership rights in the Patents are assigned to LTH; and

WHEREAS, LTH desires to obtain an assignment of the Patents and to serve the purposes stated for it above, and the parties hereto desire to record the assignment of the Patents to LTH in the U.S. Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Transfer of Patents. Effective as provided in Section 2 below, each of the Assignors hereby transfers and assigns to LTH, all of such Assignor's right, title and interest in and to each and all of the Patents, to have and to hold in perpetuity.
2. Effectiveness of Assignment and Transfer. The assignment and transfer provided for in Section 1 above shall be effective only if an order substantially in the form attached as Schedule 8(a) to the Settlement Agreement is entered in the United States District Court for the Central District of California.
3. Further Assurances. Each and all of the Assignors shall take all such other and further actions, and execute, acknowledge, deliver, record, and perform all such other instruments as LTH shall reasonably request to give effect to the foregoing assignment and transfer or otherwise to acknowledge, evidence and/or perfect LTH's ownership of the Patents and all rights associated therewith.
4. Counterpart and Facsimile Signatures. This Patent Assignment may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same Patent Assignment. Facsimile signatures on this Patent Assignment shall be as binding and enforceable as original signatures. As reasonably requested by another party, each party hereto shall execute and deliver a consolidated original of this instrument and/or a hard copy original or signature page hereof; but no failure by any party to execute or deliver such an instrument shall affect in any way the validity or enforceability of this instrument.

IN WITNESS WHEREOF, the parties have approved, executed, and delivered this Patent Assignment as of the date first above written:

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Diamond Game Enterprises

By: [Signature]

Name: Jim Breslo

Title: President

Ronald Clapper, Jr.

Ronald Clapper, Jr.

Worldwide Game Technology Corp.

By: _____

Name: _____

Title: _____

SSK Game Enterprises, Inc.

By: [Signature]

Name: Jim Breslo

Title: President

Lucky Tab Holdings, LLC

By: _____ and By: _____

Name: _____ Name: _____

Title: _____ Title: _____

at By: ;

570 433 4507;

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Page 5/8

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12/07/2001 12:30 FAX 213 812 1

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Final


Diamond Game Enterprises

By: _____

Name: _____

Title: _____

Ronald Clapper, Jr.


Ronald Clapper, Jr.

Worldwide Game Technology Corp.

By: 

Name: Ron Clapper

Title: Pres.

SSX Game Enterprises, Inc.

By: _____

Name: _____

Title: _____

Lucky Tab Holdings, LLC

X By:  and

Name: Ron Clapper

Title: Pres.

By: _____

Name: _____

Title: _____

PATENT

REEL: 12983 FRAME: 0388

Dec-19-01

02:52pm From: Arnold & P...

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P.002/002

F-986

ORIGINAL

FINAL

Diamond Game Enterprises

By: [Signature]

Name: Jim Breslo

Title: President

Ronald Clapper, Jr.

Ronald Clapper, Jr.

Worldwide Game Technology Corp.

By: _____

Name: _____

Title: _____

SSK Game Enterprises, Inc.

By: [Signature]

Name: Jim Breslo

Title: President

Lucky Tab Holdings, LLC

By: _____ and

Name: _____

Title: _____

By: [Signature]

Name: Jim Breslo

Title: _____

PATENT

REEL: 12983 FRAME: 0389

EXHIBIT A

<u>Patent No.</u>	<u>Date Issued</u>	<u>Title</u>
5,487,544	1/30/96	Electronic gaming apparatus and method
5,536,008	7/16/96	Electronic gaming apparatus and method
5,609,337	3/11/97	Gaming ticket dispenser apparatus and method of play
5,645,485	7/8/97	Multi-ply ticket and electronic ticket dispensing mechanism
5,749,784	5/12/98	Electronic gaming apparatus and method
5,810,664	9/22/98	Electronic gaming apparatus and method
5,928,082	7/27/99	Voucher and game ticket combination and apparatus and method used therewith
5,980,385	11/9/99	Electronic apparatus and method of assisting in the play of a game and tickets used therewith
6,056,289	5/2/00	Voucher and game ticket combination and apparatus and method used therewith