

03-10-2004

FORM PTO-1595
(Rev. 6-93)



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Patent and Trademark Office

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

FINANCE SECTION

<p>1. Name of conveying party(ies): BET Technology, Inc. 2300 Arrowhead Drive Carson City, Nevada 89706</p> <p>Additional name(s) of conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <hr/> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date(s): February 24, 2004</p>	<p>2. Name and address of receiving party(ies): Name: <u>Shuffle Master, Inc.</u> Internal Address: <u>1106 Palms Airport Drive</u> Street Address: <u>1106 Palms Airport Drive</u> City: <u>Las Vegas</u> State: <u>NV</u> ZIP: <u>89119</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>4. Application number(s) or patent number(s): 5,863,041 and 5,799,945 and 5,593,161 and 5,324,041 and 5,098,107</p> <p>If this document is being filed together with a new application, the execution date of the application is:</p> <table border="0"> <tr> <td>A. Patent Application No.(s)</td> <td>Filed</td> <td>B. Patent No.(s)</td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		A. Patent Application No.(s)	Filed	B. Patent No.(s)
A. Patent Application No.(s)	Filed	B. Patent No.(s)		
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jennifer K. Farrar</u> Internal Address: <u>Shuffle Master, Inc.</u> Street Address: <u>1106 Palms Airport Drive</u> City: <u>Las Vegas</u> State: <u>NV</u> ZIP: <u>89119</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$200.00</u></p> <p><input checked="" type="checkbox"/> Enclosed Check No. <u>172892</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Authorize to charge any underpayment or credit any overpayment to deposit account.</p> <p>8. Deposit Account Number: <u>19-2140</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>			
<p>DO NOT USE THIS SPACE</p>				
<p>9. Statement and signature. <i>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.</i></p> <table border="0"> <tr> <td><u>Jennifer K. Farrar</u> Name of Person Signing</td> <td><u>Jennifer K. Farrar</u> Signature</td> <td><u>March 4, 2004</u> Date</td> </tr> </table> <p>Total number of pages comprising cover sheet: <u>1</u></p> <p style="text-align: right;">200.00 OP</p>		<u>Jennifer K. Farrar</u> Name of Person Signing	<u>Jennifer K. Farrar</u> Signature	<u>March 4, 2004</u> Date
<u>Jennifer K. Farrar</u> Name of Person Signing	<u>Jennifer K. Farrar</u> Signature	<u>March 4, 2004</u> Date		

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

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OFFICE OF RECORDS

PATENT ASSIGNMENT

2300 Arrowhead Dr
Carson City, NV. 89706

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THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of February 24, 2004 ("Effective Date") by and between BET Technology, Inc., a Nevada corporation, with a principal place of business at ~~1528 Highway 395 N., Suite 210 Gardnerville, Nevada 89410~~ ("Assignor"), and Shuffle Master, Inc., a Minnesota corporation, with a principal place of business at 1106 Palms Airport Drive, Las Vegas, Nevada 89119 ("Assignee").

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WHEREAS, Assignor and Assignee are parties to that certain Acquisition Agreement dated February 24, 2004 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to obtain from Assignor the patents set forth on Schedule A attached hereto (the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the consideration set forth in the above-identified Acquisition Agreement, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Patents, including, without limitation, any provisionals, continuations, divisions, continuations-in-part, continuing applications, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom, and all other corresponding rights in the inventions that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Patents.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Patents (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths,

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SCHEDULE A

PATENTS

Title	Country	Patent No.	Issue Date
PAI GOW POKER WITH AUXILIARY GAME	U.S.	5,863,041	01/26/1999
METHOD OF PLAYING A POKER-TYPE WAGERING GAME	U.S.	5,799,945	09/01/1998
WAGERING GAME WITH A SET OF ROUNDS AND BETS	U.S.	5,593,161	01/14/1997
HIGH CARD WAGERING GAME	U.S.	5,324,041	06/28/1994
METHOD AND APPARATUS FOR PLAYING A WAGERING GAME	U.S.	5,098,107	03/24/1992
PAI GOW POKER WITH TIEBREAKER CARDS	Canada	2,392,196	01/09/2003
WAGERING GAME	Australia	9,214,664	10/21/1992
WAGERING GAME	WIPO	WO9216269 (Pub. No.)	10/01/1992
	PCT	PCT/US92/1927 (Appl. No)	03/11/1992