

4-25-05

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

REC

04-27-2005

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



102990037

To the Honorable Commissioner of

hed original documents or copy thereof.

1. Name of conveying party(ies):

Kenneth A. Vlazny
Scott B. Pfennighausen
Stephen M. Smith
Joseph J. Tracy
Victor I. Harrison

2. Name and address of receiving party(ies)

Name: United Tote Company
Address: 11505 Susquehanna Trail, Glen Rock, PA 17327-8606

Additional Name(s) & address(es) attached? [ ] Yes [X] No

Additional name of conveying party(ies) attached? [ ] Yes [X] No

CERTIFICATE OF MAILING

3. Nature of conveyance:

- [X] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.

Typed or printed name: Aubry Blackburn

Signature: [Handwritten Signature]

Date: April 22, 2005

Execution Date: Apr. 18, 2005; Jan. 7, 2005; Jan. 7, 2005; Jan. 10, 2005; Jan. 6, 2005;

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) 11/001,578

B. Patent No.(s)

Additional numbers attached? [ ] Yes [X] No

OPR/FINANCE APR 25 PM

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

Name: TraskBritt
Internal Address:
Street Address: P.O. Box 2550
City: Salt Lake City State: UT Zip: 84110

6. Total number of applications and patents involved:

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

- [X] Enclosed
[ ] Authorized to be charged to deposit account

8. Deposit account number:

20-1469

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

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9. Statement and signature.

Attorney Docket No.: 3127-6730US

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.

Andrew F. Nilles
Name of Person Signing
Reg. No. 47,825

[Handwritten Signature]

Signature

April 22, 2005
Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:

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P.O. Box 1450
Alexandria, VA 22313-1450

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**ASSIGNMENT**

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

**SELL, ASSIGN AND TRANSFER** to United Tote Company ("ASSIGNEE"), a corporation of the state of Montana having a place of business at 11505 Susquehanna Trail, Glen Rock, PA 17327-8606, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 11/001,578 filed on December 1, 2004, and entitled **METHODS AND SYSTEMS FOR PRESENTING PARI-MUTUEL BETTING OPTIONS AND CONSTRUCTING WAGERS**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

**AUTHORIZE** the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

**AUTHORIZE AND REQUEST** the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

**WARRANT AND COVENANT** that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

**COVENANT**, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

**AGREE AND ACKNOWLEDGE** that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:

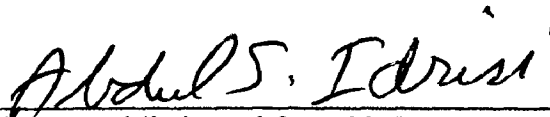


Date 04.18.2005

Scott B. Pfennighausen  
Residing at: 9717 West Canyon Terrace #1, San Diego, CA 92123

COUNTY OF San Diego  
STATE OF California : ss.

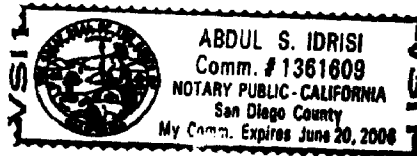
On this 18th day of April, 2005, before me personally appeared Scott B. Pfennighausen to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public in and for said County and State

My Commission Expires:

6.20.2006



Document in ProLaw

**ASSIGNMENT**

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

**SELL, ASSIGN AND TRANSFER** to United Tote Company ("ASSIGNEE"), a corporation of the state of Montana having a place of business at 11505 Susquehanna Trail, Glen Rock, PA 17327-8606, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 11/001,578 filed on December 1, 2004, and entitled **METHODS AND SYSTEMS FOR PRESENTING PARI-MUTUEL BETTING OPTIONS AND CONSTRUCTING WAGERS**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

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**COVENANT**, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

**AGREE AND ACKNOWLEDGE** that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:

Kenneth A. Vlazny  
Kenneth A. Vlazny  
Residing at: 1705 Detwiler Dr., York, PA 17404

Date 1-7-05

Stephen M. Smith  
Stephen M. Smith  
Residing at: 431 Madison Drive, Shrewsbury, PA 17361

Date 1-7-05

Joseph J. Tracy  
Joseph J. Tracy  
Residing at: 3320 Nicholson Road, Westminster, MD 21157

Date 1-10-05

Victor I. Harrison  
Victor I. Harrison  
Residing at: 224 Walnut St., Glen Rock, PA 17327

Date 1-6-05

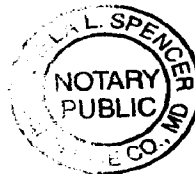
COUNTY OF BALTIMORE )  
: ss.  
STATE OF MARYLAND )

On this 7<sup>th</sup> day of JANUARY, 2005, before me personally appeared Kenneth A. Vlazny to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Angela L. Spencer  
Notary Public in and for said County and State

My Commission Expires:

10-9-2007



ANGELA L. SPENCER  
Notary Public, State of Maryland  
County of Baltimore  
My Commission Expires October 9, 2007

COUNTY OF BALTIMORE )

: ss.

STATE OF MARYLAND )

On this 7<sup>th</sup> day of JANUARY, 2005, before me personally appeared Stephen M. Smith to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Angela L. Spencer  
Notary Public in and for said County and State

My Commission Expires:

10-9-2007



ANGELA L. SPENCER  
Notary Public, State of Maryland  
County of Baltimore  
My Commission Expires October 9, 2007

COUNTY OF BALTIMORE )

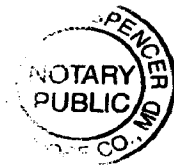
STATE OF ~~DELAWARE~~ MARYLAND : ss.

On this 10<sup>th</sup> day of JANUARY, 2005, before me personally appeared Joseph J. Tracy to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Angela L. Spencer  
Notary Public in and for said County and State

My Commission Expires:

10-9-2007



ANGELA L. SPENCER  
Notary Public, State of Maryland  
County of Baltimore  
My Commission Expires October 9, 2007

COUNTY OF *BALTIMORE* )  
: ss.  
STATE OF *MARYLAND* )

On this 7<sup>th</sup> day of JANUARY, 2005, before me personally appeared Victor I. Harrison to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Angela L. Spencer  
Notary Public in and for said County and State

My Commission Expires:

10-9-2007



ANGELA L. SPENCER  
Notary Public, State of Maryland  
County of Baltimore  
My Commission Expires October 9, 2007

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