

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ColePat, LLC	02/03/2006
RECEIVING PARTY DATA	
Name:	IGT
Street Address:	9295 Prototype Drive
City:	Reno
State/Country:	NEVADA
Postal Code:	89521-8986
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7011581
CORRESPONDENCE DATA	
Fax Number: (312)827-8185	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone: (312) 807-4284	
Email: patents@bellboyd.com	
Correspondent Name: Adam H. Masia	
Address Line 1: P.O. Box 1135	
Address Line 2: Bell, Boyd & Lloyd, LLC	
Address Line 4: Chicago, ILLINOIS 60690-1135	
ATTORNEY DOCKET NUMBER:	112300-3392
NAME OF SUBMITTER:	Luz M. Gonzalez
Total Attachments: 17	
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PATENT ASSIGNMENT AND LICENSE AGREEMENT

This Patent Assignment and License Agreement (this "**Agreement**") is made and entered into as of February 3, 2006 (the "**Effective Date**"), by and between ColePat, LLC ("ColePat"), a Nevada limited liability company, and IGT ("**IGT**"), a Nevada Corporation.

ARTICLE 1 Definitions

1.1 "**Assigned Patents**" means those certain patents and patent applications listed in Exhibit A and any and all patents and patent applications within the Patent Family of those certain patents and patent applications listed in Exhibit A.

1.5 "**Licensed Trademarks**" means the "Win All" trademark (U.S. Serial No. 78621096) and the "Lucky Reels" trademark (U.S. Registration No. 2444478), including all common law rights under the foregoing trademarks and all rights under the registration of the "Win All" trademark.

1.8 "**Patent Family**" means, with respect to a patent or patents, and/or a patent application or applications, including provisional applications, (the "**Reference Patents or Applications**"), (a) any and all reissues, reexaminations, continuations, continuations-in-part, divisionals, and foreign counterparts thereof ("**Derived Patents**"); (b) any patents which issue from or claim a priority date to the Reference Patents or Applications or the Derived Patents ("**Daughter Patents**"); (c) any and all patents, patent applications or provisional applications from which the Reference Patents or Applications, the Derived Patents or the Daughter Patents claim priority ("**Parent Patents or Applications**"); (d) any and all reissues, reexaminations, continuations, continuations-in-part, divisionals, and foreign counterparts of the Parent Patents or Applications; (e) any patents which issue from or claim a priority date to the Parent Patents or Applications ("**Sister Patents or Applications**"); (f) any and all reissues, reexaminations, continuations,



continuations-in-part, divisionals, and foreign counterparts of the Sister Patents or Applications; (g) any patents which issue from or claim a priority to the Sister Patents or Applications; and (h) any patent which could reasonably be construed as covering the same subject matter as any of the foregoing patents; in each case (a) through (h) to the extent such patents are (i) owned by ColePat as of the Effective Date, (ii) issued to ColePat at any time after the Effective Date, or (iii) acquired by ColePat at any time after the Effective Date.

ARTICLE 2

Assignment of Patents

2.1 *Assignment of Patents.* ColePat hereby irrevocably grants, conveys, sells, assigns, transfers and delivers to IGT, its successors and assigns, all of ColePat's rights, title, and interest throughout the world in and to the Assigned Patents, subject only to the third-party license rights under the license agreements disclosed by ColePat in Exhibit B (the "***Existing Licenses***") as such license rights exist on the Effective Date and as further restricted by Sections 2.6, 2.7 and 2.8 of this Agreement.

2.2 *Representations and Warranties.* ColePat represents, warrants and covenants to IGT as follows:

2.2.1 *Ownership.* With the exception of the rights granted under the Existing Licenses, immediately prior to the grant in Section 2.1, ColePat is the exclusive owner of all right,

title and interest in and to (free and clear of all liens, claims or encumbrances) each of the Assigned Patents and has the exclusive rights to use, sell, license, assign, transfer, convey, dispose of, or otherwise commercially exploit the Assigned Patents.

2.2.2 Patent Maintenance. Each of the Assigned Patents is in compliance with all formal legal requirements (including payment of filing, examination and maintenance fees and proofs of use). All necessary registration, maintenance and renewal fees in connection with each of the Assigned Patents has been paid and all necessary documents and certificates in connection with the Assigned Patents have been filed with the relevant patent authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of perfecting, prosecuting and maintaining the Assigned Patents. Except as set forth on Exhibit A, there are no actions that are required to be taken by ColePat or IGT within one hundred eighty (180) days of the date hereof with respect to maintaining or renewing the Assigned Patents.

2.2.3 Licensed Rights. With the exception of the rights granted under the Existing Licenses, neither ColePat nor any other person has granted any right, interest, license or sublicense under the Assigned Patents to any third party. Exhibit B hereto presents a true and correct copy of each and every license or sublicense under the Assigned Patents. Each such license and sublicense is a legal, valid and binding obligation of ColePat and of each other party to such license or sublicense, and is enforceable against each such other party, in accordance with its terms. Neither ColePat, nor any other party to any such license or sublicense, is in default or breach or has failed to perform any obligation under such license or sublicense, and there does not exist any event, condition or omission that would constitute such a breach or default (whether by lapse of time or notice or both) of any such license or sublicense. IGT assumes no liability or obligations under the Existing Licenses.

2.2.5 Inventor Assignments. To the extent that any of the Assigned Patents has been developed or created by an employee, independent contractor or other third party, ColePat has entered into a written assignment agreement with such employee, independent contractor or third party irrevocably granting exclusive ownership of all rights in and to such Assigned Patents to ColePat.

2.2.6 Corporate Authority. ColePat is duly formed and validly existing under the laws of Nevada and has the full power and authority to execute and deliver this Agreement, and perform its obligations hereunder. The execution, delivery and performance of this Agreement has been duly and validly authorized by ColePat, and upon execution and delivery, this Agreement constitutes the valid and binding agreement of each party enforceable against it in accordance with its terms.



2.3 Prosecution of the Assigned Patents. IGT shall be responsible for the prosecution and maintenance of any and all of the Assigned Patents, which responsibility IGT may exercise in its reasonable discretion.

2.4 Patent Assistance. ColePat shall promptly provide to IGT complete and accurate copies of all ColePat files, documentation and correspondence related to the prosecution, maintenance and enforcement of the Assigned Patents, as well as a full and complete docket of any actions required to be taken for the maintenance and/or furtherance of the Assigned Patents, and the deadlines associated therewith. ColePat shall further provide to IGT, and shall cause its agents, employees and consultants to provide to IGT, all assistance reasonably requested by IGT, at IGT's expense, with respect to the prosecution, maintenance and enforcement of any and all of the Assigned Patents.



2.11 Trademark Licenses. ColePat hereby grants IGT a worldwide, royalty-free, fully paid, exclusive (subject to the Existing Licenses) license to use the Licensed Trademarks and all goodwill therein in connection with the manufacture, marketing, distribution, promotion sale and placement of Devices. With respect to all Devices sold or placed by IGT under the Licensed Trademarks, IGT agrees to meet or exceed a quality standard comparable to the quality standard of the ColePat devices sold or placed under the Licensed Trademarks.





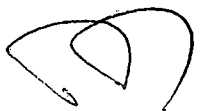












11.12 Counterparts. This Agreement may be executed in one or more counterparts (and by facsimile), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures delivered by facsimile are acknowledged to be acceptable as original signatures.



Both ColePat and IGT, by their duly authorized signatures below, agree to this Agreement and all of the terms and conditions herein.

IGT

Signed: _____

Printed Name: Richard Pennington
Title: E.V.P. Corporate Strategy

ColePat LLC

Signed: _____

Printed Name:
Title:

Signed: _____

Printed Name:
Title:



Both ColePat and IGT, by their duly authorized signatures below, agree to this Agreement and all of the terms and conditions herein.

IGT

Signed: _____

Printed Name: Richard Pennington
Title: E.V.P. Corporate Strategy

ColePat LLC

Signed: _____

Printed Name: Joseph W. Cole
Title: PARTNER

Signed: _____

Printed Name: ELIA ROCCO TARANTINO
Title: PARTNER

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PATENT

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Exhibit A
Assigned Patents

Jurisdiction	Application Serial No.	Filing Date	Issue Date	Patent No.
US	09/572,711	May 16, 2000	September 2, 2003	6,612,574
US	09/653,049	September 1, 2000	September 2, 2003	6,612,575
US	09/849,333	May 4, 2001	March 18, 2003	6,533,273
US	10/316,698	December 10, 2003		
US	10/728,422	December 5, 2003		
PCT	WO 2001/87441	October 10, 2000		
PCT	WO 2004/052477	December 8, 2003		
Europe	00 972 072.3			
Australia	2001210787			

Exhibit B
Existing Licenses

License Agreement	Date of Agreement	Date of Last Amendment
Agreement, between United Coin Company and ColePat LLC	January 9, 2003	February 2, 2006
Distribution and Development Agreement, between Cyberscan Technologies and ColePat LLC	March 10, 2004	November 17 27, 2005 <i>MAJ</i> <i>mw 2/3/06</i>
Agreement, between Asian Gameworks LLC and ColePat LLC	October 29, 2004	December 19, 2005