

Form PTO-1595 (Rev. 07/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

TELECOM PRODUCTIONS, INC.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 8, 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: SCIENTIFIC GAMES INTERNATIONAL, INC.

Internal Address: _____

Street Address: 1500 Bluegrass Lakes Parkway

City: Alpharetta

State: Georgia

Country: USA Zip: 30004

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

4. Application or patent number(s):**A. Patent Application No.(s)**

10/218,155 - Filed August 12, 2002
10/612,782 - Filed July 1, 2003
10/845,792 - Filed July 14, 2004

This document is being filed together with a new application.

B. Patent No.(s)

6,193,605 - Issued February 7, 2001
5,722,890 - Issued March 3, 1998
6,592,454 - Issued July 15, 2003

Additional numbers attached? Yes No

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

Name: Robert D. Katz, Esq.

Internal Address: COOPER & DUNHAM LLP

Street Address: 1185 Avenue of the Americas

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State: NY Zip: 10036

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6. Total number of applications and patents involved: 6**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 240.00**

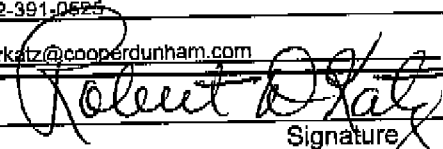
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- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
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Authorized User Name Robert D. Katz

9. Signature:

Signature

June 9, 2006
Date

Robert D. Katz, Esq. - Reg. No. 30,141

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$240.00 033125 10218155

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made this 8th day of February, 2006, by and between **TELECOM PRODUCTIONS, INC.**, a Delaware corporation ("Seller"), and **SCIENTIFIC GAMES INTERNATIONAL, INC.**, a Delaware corporation ("Purchaser").

BACKGROUND:

A. Purchaser is acquiring certain of the assets of Seller used in Seller's Business pursuant to that certain Asset Purchase Agreement, dated as of the same date hereof (the "Purchase Agreement"), by and among Purchaser, Seller, Budd Libby, Dan Bower, Roger Clark, Sande Stewart, Michael Fisk, Dave Aibel, Michael Blane, Bryce Muir, and Robert Thomas. Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. As contemplated by the Purchase Agreement, Seller and Purchaser desire to provide for the assignment to and assumption by Purchaser of certain rights and obligations of Seller on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for value received, the parties hereto hereby agree as follows:

1. Assignment of Assets. Subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser, and Purchaser hereby receives and accepts from Seller, all of the Assets, including, without limitation, all of the Intellectual Property listed on Exhibit 1 attached hereto and incorporated herein by this reference, to include the entire right, title and interest in the patents, patent applications, trademarks, and trademark applications listed on Exhibit 1, as well as all inventions therein disclosed for the United States and foreign countries, and including without limitation any continuation, divisional, continuation-in-part, reissue, reexamination, extensions or foreign equivalents thereof, and all rights of priority and corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereinafter in effect, and Seller hereby agrees that it will execute all papers necessary in connection with the United States and foreign patent and trademark applications as requested by Purchaser.

2. Assignment and Assumption of Assumed Liabilities. Subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby assigns and delegates to Purchaser, and Purchaser assumes and agrees to pay, perform and discharge, all of the Assumed Liabilities.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

SIGNED, SEALED AND DELIVERED as of the date first above written.

"Seller"

"Purchaser"

TELECOM PRODUCTIONS, INC.

SCIENTIFIC GAMES INTERNATIONAL, INC.

By: [Signature]
Name: Budell C. U.S. G. Y.
Title: President; CEO

By: [Signature]
Name: STEVEN M. SAPERIN
Title: S.R.V.P.