Atty Ref/Docket No.: To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



RECORDATION FORM COVE PATENTS ONLY





1. Name of conveying party(ies):

Justin G. Downs, III James R. Roberts Sion D. Walsh

FORM PTO-1584

01-10-96:CMG

Name and address of receiving party(ies):

Name: Shuffle Master, Inc. Address: 1106 Palms Airport Drive

Las Vegas, Nevada 89119

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

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

3. Nature of conveyance:

[X] Assignment

[] Merger

[] Security Agreement

[] Change of Name

[] Other

Execution Date:

May 12, 2006, May 12, 2006, May 12, 2006

Application number(s) or patent number(s):

11/417,894 filed May 3, 2006

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)

Serial No.

Additional numbers attached? []Yes [X]No Attorney=s Docket No.

5. Name and address of party to whom correspondence

concerning document should be mailed:

6. Total number of applications and patents involved: 1

Name: Mark A, Litman

Address: Mark A. Litman & Associates, P.A.

York Business Center 3209 West 76th St Suite 205 Edina, MN 55435

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

[] Enclosed

[X] Authorized to be charged to deposit account (50-1391)

8. Please charge any additional fees or credit any overpayments to our

Deposit account number: 50-1391

DO NOT USE THIS SPACE

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.

Mark A. Litman/Reg. No. 26,390

Name of Person Signing: Mark A. Litman

Signature

Date: 21 June 2006

Total number of pages including cover sheet: 4 Pages of Application

OMB No. 0651-0011 (exp. 4/94)

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Mail Stop MISSING PARTS Commissioner for Patents PO Box 1450 Alexandria, VA 22313-1450

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PATENT REEL: 018032 FRAME: 0931

ASSIGNMENT

WHEREAS, We/I, <u>Justin G. Downs, III</u>, residing at <u>2413 Courtland Avenue</u>, <u>Henderson</u>, <u>Nevada 89074</u>, <u>James R. Roberts</u>, residing at <u>1007 Stable Glen Drive</u>, <u>North Las Vegas</u>, <u>Nevada 89031</u>; and <u>Sion D. Walsh</u>, residing at <u>1113 Snow Mountain Street</u>, <u>Las Vegas</u>, <u>Nevada 89144</u>; made certain new and useful inventions and improvements for which <u>We/I</u> executed an application for Letters Patent of the United States, which is entitled <u>MANUAL DEALING SHOE WITH</u>

<u>CARD FEED LIMITER</u> and assigned Serial No. <u>11/417,894</u>, filed on <u>May 3, 2006</u>.

AND WHEREAS, Shuffle Master, Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 1106 Palms Airport Drive, Las Vegas, Nevada 89119 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

PATENT REEL: 018032 FRAME: 0932 Assignment

Serial No.: 11/417,894 Filing Date: May 3, 2006

MANUAL DEALING SHOE WITH CARD FEED LIMITER

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AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore We covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Me/Us and that full right to convey the same as herein expressed is possessed by us.

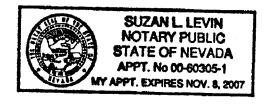
We hereby appoint Shuffle Master, Inc. and its attorneys Attorney-in-Fact to prosecute this application and all future continuation applications, continuation-in-part applications, divisional applications, reexamination or reissue thereof and any and all future related applications.

IN TESTIMONY WHEREOF, I have hereunto set my hand this ______day of Justin G. Downs. III

Docket No.: PA1486.ap.US

PATENT REEL: 018032 FRAME: 0933

Docket No.: PA1486.ap.US Assignment Serial No.: 11/417,894 Filing Date: May 3, 2006 MANUAL DEALING SHOE WITH CARD FEED LIMITER Page 3 of 4 Pages STATE OF COUNTY OF <u>CLARK</u> On this day of may day of may 2006 before me personally appeared Justin G. Downs, III, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth [SEAL] MY APPT. EXPIRES NOV. 8, 2007 James R. Roberts STATE OF COUNTY OF CLARK On this _______, 2006 before me personally appeared James R. Roberts, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for



the uses and purposes therein set forth

[SEAL]

PATENT REEL: 018032 FRAME: 0934

Notary Public

Assignment Docket No.: PA1486.ap.US

Serial No.: 11/417,894 Filing Date: May 3, 2006

MANUAL DEALING SHOE WITH CARD FEED LIMITER

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IN TESTIMONY WHEREO	F, I have hereunto set my hand	thisday of
May , 2006.		. Walsh
STATE OF NEVADA	_))ss.	
On thisday of))/acf, 2006	before me personally appeared
Sion D. Walsh, to me known and known to me to be the person described in and who executed		
the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses		

[SEAL]

Notary Public

SUZAN L. LEVIN
NOTARY PUBLIC
STATE OF NEVADA
APPT. No 00-60305-1
MY APPT. EXPIRES NOV. 8, 2007

and purposes therein set forth

PATENT REEL: 018032 FRAME: 0935

RECORDED: 06/26/2006