PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mark D. Kessman	01/26/2007
Sean P. McCauley	01/26/2007

RECEIVING PARTY DATA

Name:	Ameranth Inc.
Street Address:	5375 Mira Sorrento Place, Suite 150
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10452231

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 3125-4011

Michael A. Sauer NAME OF SUBMITTER:

Total Attachments: 3

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> PATENT **REEL: 018823 FRAME: 0317**

↑CUSTOMER NUMBER↑

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

1. Name of conveying party(ies): Name and address of receiving party(ies): Name: Mark D. Kessman Ameranth, Inc. Sean P. McCauley Address: 5375 Mira Sorrento Place, Suite 150 Additional name(s) of conveying San Diego, CA 92121 party(ies) attached? ⊠ No Additional name(s) & addresses attached? Yes \times No Nature of conveyance: 3. Patent Application number(s) Assignment USSN: 10/452,231 Other Execution Date(s): January 26, 2007 5. Name and address of party to whom correspondence 6. Total number of applications involved: 1 concerning document should be mailed: 7. Total fee (37 CFR 3.41): \$40.00 Name: MORGAN & FINNEGAN, L.L.P. A check in the amount of is enclosed. Address: □ Charge to Deposit Account No. 13-4500, 3 World Financial Center Order No. 3125-4011. New York, NY 10281-2101 ☑ Charge any deficiencies to Deposit Account <u>13-4500</u>, Telephone Order No. 3125-4011. (A duplicate copy of this sheet is

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enclosed)

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 original document.

Name of Person Signing

Signature

Date:

Michael A. Sauer

Facsimile

January 30, 2007

Reg. No. 58,801

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> **PATENT** REEL: 018823 FRAME: 0318

Docket No. 3125-4011

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Mark D. Kessman, 166 Parkview Road, Pound Ridge, NY 10576,

Sean P. McCauley, 5221 Avalon Valley Drive, Danbury, CT 06810

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

PRODUCTS AND PROCESSES FOR OPERATIONS MANAGEMENT OF CASINO,

LEISURE AND HOSPITALITY INDUSTRY

for which application for Letters Patent of the United States has been executed on even
date herewith,

for which application for Letters Patent of the United States has been filed on May 30, 2003, under Serial No. 10/452,231, and

WHEREAS:

Ameranth, Inc., 5375 Mira Sorrento Place, Suite 150, San Diego, CA 92121

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for valuable consideration by ASSIGNEE to ASSIGNOR(S), the receipt of which is hereby acknowledged, and pursuant to an obligation of assignment by ASSIGNORS to Queueos, LLC and subsequent transfer of all rights, title and interest in the above-identified invention by Queueos, LLC to ASSIGNEE (as detailed in the attached Assignments and Asset Purchase Agreement), ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, to be effective nunc pro tunc from the filing date of the above-identified application or any application(s) from which the above-identified application claims priority, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

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PATENT REEL: 018823 FRAME: 0319 I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

I, SAID, ASSIGNOR(S), hereby covenant, represent and warrant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over, that I had such full right on the filing date of the application, the filing date(s) of any priority applications, and at all times since, and that I have not previously assigned or transferred such right to any entity;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues or reexaminations of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation, reissue and reexamination applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Signed:

(1)	Mar D. Kesser	Date 1/26/2007	
	Mark D. Kessman		
(2)	Sa- 1 Miles	Date 1/26/2007	
	Sean P. McCauley		
(3)		Date	

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RECORDED: 01/30/2007