

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Covenant Not to Sue
CONVEYING PARTY DATA	
Name	Execution Date
Helix Information Services, Inc.	04/30/2008
RECEIVING PARTY DATA	
Name:	Hawaiian Gardens Casino
Street Address:	11871 Carson St.
City:	Hawaiian Gardens
State/Country:	CALIFORNIA
Postal Code:	90716
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5725215
Patent Number:	5397128
Patent Number:	6332614
CORRESPONDENCE DATA	
Fax Number:	(805)230-1355
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(805) 230-1350
Email:	nabeloe@socalip.com
Correspondent Name:	SoCal IP Law Group LLP
Address Line 1:	310 N. Westlake Blvd., Suite 120
Address Line 4:	Westlake Village, CALIFORNIA 91362
ATTORNEY DOCKET NUMBER:	H004-L05216
NAME OF SUBMITTER:	Nicole M. Abeloe
Total Attachments: 7 source=Helix v HGC.REDACTED final settlement agreement#page1.tif source=Helix v HGC.REDACTED final settlement agreement#page2.tif	

OP \$120.00 5725215

500584309

PATENT
REEL: 021185 FRAME: 0941

source=Helix v HGC.REDACTED final settlement agreement#page3.tif
source=Helix v HGC.REDACTED final settlement agreement#page4.tif
source=Helix v HGC.REDACTED final settlement agreement#page5.tif
source=Helix v HGC.REDACTED final settlement agreement#page6.tif
source=Helix v HGC.REDACTED final settlement agreement#page7.tif

SETTLEMENT, LICENSE, AND RELEASE AGREEMENT

This SETTLEMENT, LICENSE, AND RELEASE AGREEMENT (this "Agreement") is effective on the 29th day of April, 2008 (the "Effective Date") by and between Helix Information Services, Inc., a California corporation ("Helix"), Helix's president Michael Hesse ("Hesse", and collectively with Helix, "Helix/Hesse"), and Hawaiian Gardens Casino, a California corporation ("HGC") (Helix, Hesse and HGC collectively, "the parties").

WHEREAS, Helix, as plaintiff, and HGC, as defendant, are engaged in litigation now pending in the United States District Court for the Central District of California, Case No. CV 05-08935 RSWL (CWx) ("the Action"), in which Helix alleges that HGC infringes U.S. Patent No. 6,866,267 ("the '267 Patent"), and HGC alleges and counterclaims that the '267 Patent is not infringed, invalid, and unenforceable; and

WHEREAS, Helix/Hesse, and HGC desire to amicably resolve their disputes and terminate the Action now pending between them.

NOW, THEREFORE, in consideration of the licenses, mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. Definitions

1.1 "Affiliates" of either party shall include any entities which are now or hereafter become controlled by such party, or any entities which now or hereafter control such party, or any entities which now or hereafter are under common control with such party; control being the direct or indirect ownership of at least 50% of the stock or other equity interest entitled to vote upon the election of directors or persons performing similar functions or to otherwise direct the management policies of non-corporate entities.

1.2 "Helix Patents" means United States Patent No. 6,866,267, entitled "Card Game" and issued on March 15, 2005; United States Patent No. 5,803,460, entitled "Method of Playing a Card Game" and issued on September 8, 1998; and United States Patent No. 5,645,281, entitled "Method of Playing a Card Game" and issued on July 8, 1997. The "Helix Patents" include any direct or indirect foreign counterpart, continuation, divisional, continuation-in-part of any of the foregoing, and any reissue or reexamined patent from any of them.

2. Releases

2.1 **Helix Release of HGC.** Helix/Hesse for themselves, their Affiliates, and their respective owners, members, shareholders, partners, officers, directors, assignees, employees, agents, and anyone acting on any of their respective behalf hereby release and forever discharge HGC and its Affiliates, and their respective members, shareholders, partners, officers, directors, owners, employees, agents, and customers from any and all claims, demands, debts, obligations, liabilities, actions, rights of action, causes of action, controversies, damages, costs, and attorneys' fees, arising before the Effective Date, and any claims relating to this Action, including any claims that were or could have been raised in the Action and claims for any alleged wrongful filing or prosecution of HGC's counterclaims in the Action.

Redacted

3. License

3.1 **Grant.** Subject to the terms and conditions of this Agreement, Helix grants to: (a) HGC; and, (b) any person or entity playing or obtaining rights to or interest in any HGC provided games or services, a non-exclusive license under the Helix Patents to make, have made, use, offer to sell, export, import or otherwise dispose of apparatus and methods covered by the Helix Patents. The license extends to: (i) methods practiced within any HGC premises, (ii) methods practiced using any apparatus owned, provided or used by HGC, (iii) apparatus located at least partially within any HGC premises, (iv) apparatus provided or used by HGC, and (v) any person using apparatus or practicing methods within any HGC premises or provided by HGC. HGC shall have the right to grant sublicenses under the Helix Patents in conjunction with license grants of any HGC game, technology, apparatus or method, with no duty of reporting or accounting to Helix.

Redacted

4. Covenants Not to Sue

4.1 Helix/Hesse Covenants to HGC.

4.1.1 Helix and Hesse jointly and severally covenant not to assert any claim or demand against HGC or its Affiliates under any or all of the Helix Patents.

4.1.2 Helix and Hesse jointly and severally covenant not to assert any claim or demand against any customer, licensee, or transferee of HGC under any or all of the Helix Patents.

4.1.3 Helix and Hesse jointly and severally covenant not to assert any claim or demand against HGC on any other patents, pending patent applications, and/or progeny (e.g., continuations, divisionals, etc.) of such patents or applications currently owned by Helix or Hesse or naming Hesse as an inventor. This covenant shall not, however, extend to use of Helix/Hesse games presently under exclusive license to third parties and/or in connection with which Helix/Hesse is currently obligated to assign its rights to third parties, but only so long as such exclusive licenses and assignments remain in effect.

4.1.4 Helix and Hesse jointly and severally covenant not to assert any claim or demand against any customers, licensees, or transferees of HGC on any other existing patents, pending patent applications, and/or progeny (e.g., continuations, divisionals, etc.) of such patents or applications owned by Helix or Hesse or naming Hesse as an inventor. This covenant shall not, however, extend to use of Helix/Hesse games presently under exclusive license to third parties and/or in connection with which Helix/Hesse is currently obligated to assign its rights to third parties, but only so long as such exclusive licenses and assignments remain in effect.

Redacted

Redacted

Redacted

Redacted

8.12 Confidentiality. Each party shall keep the terms of this Agreement confidential from anyone other than its employees, directors, officers, attorneys, accountants, auditors and government agencies to whom disclosure is required by law, except that any party may disclose the terms to actual and potential licensees and/or transferees as described above as necessary, provided such licensees and/or transferees agree to keep the terms confidential. Notwithstanding the foregoing, HGC may freely disclose the existence of this Agreement and its rights under Sections 2.1, 3.1 and 4.1 of this Agreement.

Redacted

Redacted

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

HELIX INFORMATION SERVICES, INC.

By Michael Hesse
Michael Hesse, President
Date 4/30/08

MICHAEL HESSE

Michael Hesse
Date 4/30/08

HAWAIIAN GARDENS CASINO

By David Moskowitz
David Moskowitz, CEO
Date 4/29/08