

FORM 110-1595
(Rev. 6-92)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

PATENTS ONLY

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

<p>1. Name of conveying party(ies):</p> <p>Progressive Gaming International Corporation 920 Pilot Road Las Vegas, Nevada 89119</p> <p>Additional name(s) of conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <hr/> <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date(s): <u>January 12, 2009</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Shuffle Master, Inc.</u></p> <p>Internal Address: <u>1106 Palms Airport Drive</u></p> <p>Street Address: <u>1106 Palms Airport Drive</u> City: <u>Las Vegas</u> State: <u>NV</u> ZIP: <u>89119</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Gaming System With Location Verification</p> <p>Docket No.: <u>PA2516.is.US</u></p>
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is:</p> <p>A. Patent Application No.(s) Filed B. Patent No.(s) <u>6,508,710</u> issued <u>January 21, 2003</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Jennifer K. Farrar</u></p> <p>Internal Address: <u>Shuffle Master, Inc.</u></p> <p>Street Address: <u>1106 Palms Airport Drive</u></p> <p>City: <u>Las Vegas</u> State: <u>NV</u> ZIP: <u>89119</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$40.00</u></p> <p><input type="checkbox"/> Enclosed Check No. <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorize to charge any underpayment or credit any overpayment to deposit account.</p> <p>8. Deposit Account Number: <u>19-2140</u></p> <p><small>(Attach duplicate copy of this page if payment by deposit account)</small></p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature. <i>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.</i></p> <p><u>Jennifer K. Farrar</u> <u>Jennifer K. Farrar</u> <u>January 13, 2009</u> Name of Person Signing Signature Date</p> <p>Total number of pages comprising cover sheet: <u>1</u> Total number of pages including cover sheet, attachments, and documents: <u>26</u></p>	

Documents to be recorded with required 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, VA 22313-1450

CH \$40.00 192140 6508710

NOTICE OF ASSIGNMENT BY OPERATION OF AGREEMENT:**ASSIGNMENT BY OPERATION OF LAW**

Shuffle Master entered into a License Agreement with Progressive Gaming International Corporations (“PGIC”) which included the right to purchase all Licensed Patents, as defined by the License Agreement. *See* Exhibit 1, Section VIII(c). Licensed Patents are generally defined as all PGIC patents in existence as of September 26, 2007, or PGIC patents that include claims to inventions that were conceived and being reduced to practice on or prior to September 26, 2007, with the exception of RFID patents, US Patent No.6,811,848 and US Patent No. 6,508,710, unless such patents cover or include claims in the Table Games Field of Use. *See* Exhibit 1, Section I(d).

Shuffle Master’s right to purchase the Licensed Patents is triggered when PGIC “offers, elects or wishes to sell” the Licensed Patents. *See* Exhibit 1, Section VIII(c). “Substantially all” of PGIC’s assets have been offered for sale pursuant to a foreclosure auction. While PGIC and its Lender, Private Equity Management Group Financial Corporation, as administrative agent of Private Equity Management Group, Inc. (which claims to have a perfected security in the Licensed Patents) has refused to disclose to Shuffle Master which patents have been offered for sale, Shuffle Master believes all PGIC patents were offered for sale.

As such, Shuffle Master exercised its right to purchase certain Licensed Patents pursuant to the attached Exhibit 2. PGIC has not executed an assignment agreement. Nevertheless, Shuffle Master hereby records the attached exhibits as an assignment of equitable title by operation of law, and provides notice that it has equitable title to the below identified PGIC Licensed Patents, and contends it has a right to legal and equitable title of all PGIC Licensed Patents, including but not limited to:

US 5,374,061	US 6,305,686
US 5,722,893	US 6,481,713
US 6,039,650	US 6,565,088
US 6,582,301	US 6,746,016
US 6,508,710	US 7,032,901
US 6,811,488	US 6,561,899
US 5,586,936	US 6,843,72
US 5,803,808	US Application No. 20030195
US 6,173,955	

Exhibit 1

AMENDED AND RESTATED LICENSE AGREEMENT

This Amended and Restated License Agreement (the "Progressive License" or the "Agreement") is made and entered into this 26 day of September, 2007 ("Effective Date"), by and between Progressive Gaming International Corporation, a Nevada corporation, and its Affiliates and each of its Subsidiaries, (jointly and severally "PGIC") with a primary business address of 920 Pilot Road, Las Vegas, Nevada 89119, on the one hand, and Shuffle Master, Inc., and its Affiliates and each of its Subsidiaries, (jointly and severally "SHFL") located at 1106 Palms Airport Drive, Las Vegas, Nevada 89119-3730, on the other hand.

RECITALS

Whereas PGIC is engaged in the business of manufacturing, distributing, selling and/or commercializing gaming equipment and systems and owns or controls the rights in the Licensed Patents (defined below);

Whereas SHFL is engaged in the business of manufacturing, distributing, selling and/or commercializing gaming equipment and systems;

Whereas SHFL and PGIC previously entered into the License Agreement dated September 29, 2006 (the "Previous License Agreement") pursuant to which SHFL obtained a worldwide Last License to the Licensed Patents within the Table Games Field of Use;

Whereas, concurrently herewith, SHFL and PGIC are entering into a Purchase Agreement ("Purchase Agreement") pursuant to which PGIC is selling its Table Game Business and the Purchased Assets to SHFL; and

Whereas as a condition to SHFL's agreeing to purchase the Table Game Business and the Purchased Assets, pay the Purchase Price therefor, and execute the Purchase Agreement, SHFL and PGIC hereby amend and restate the Previous License Agreement, as set forth herein in its entirety.

Now, therefore, based on the above foregoing Recitals and in consideration of the mutual conditions, agreements and covenants hereinafter set forth and other good and valuable consideration, and intending to be legally bound hereby, the Parties agree as follows:

I. DEFINITIONS

As used herein, the following terms shall have the following meanings:

A. "Affiliate" of any particular Party means any current or future Person controlling, controlled by or under common control with such Party. For purposes of this definition, "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and such "control" will be presumed if any Person owns 50% or more of the voting capital stock, assets, or other ownership interests, directly or indirectly, of any other Person.

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B. "Change in Control" shall mean the occurrence of any of the following: (i) a Party sells, assigns or transfer 50% or more of its assets to any other Person that is not, as of the Effective Date, an Affiliate of such Party; (ii) the acquisition of 50% or more of the voting stock of a Party by any Person; or (iii) the merger of a Party with or into any Person that is not, as of the Effective Date, an Affiliate of such Party; or (iv) the dissolution of a Party and the assumption of its business by any Person that is not, as of the Effective Date, an Affiliate of such Party.

C. "Last License" shall mean (i) an exclusive and sole license in the Table Games Field of Use of all of PGIC's remaining rights in and to the Licensed Patents, subject to any previously granted licenses; (ii) the right to receive all of payments, royalties and other beneficial interests under any such previously granted licenses with respect to such licenses in the Table Games Field of Use; and (iii) the right to direct PGIC, for the sole benefit of SHFL, to exercise any rights or remedies it may have under any such previously granted licenses in the Table Games Field of Use (including to seek redress for breach of such licenses and to declare such licenses terminated and reverted to SHFL in the event of material breach thereof).

D. "Licensed Patents" shall mean each Patent owned by, licensed to (with the right to grant sublicenses), or controlled by PGIC, which Patent is in existence as of the Effective Date, including any Patent hereafter filed that claims an invention that was conceived and being reduced to practice on or prior to the Effective Date, except for any Patent that is included in the Purchased Table Games Intellectual Property, as defined in the Purchase Agreement. Without limiting the foregoing, the term Licensed Patents specifically includes the Patents listed on Exhibits A, B, C, D, and E attached hereto. Licensed Patents shall not include i) any rights to any valid RFID patents or technology owned by PGIC, unless otherwise expressly granted in any separate, written agreement between the Parties (e.g., the so-called, 3-Party Agreement for Smart Table Products); or ii) any rights to U.S. Patent numbers 6,811,488 and 6,508,710; except as any of same may cover or have any claims in the Table Games Field of Use.

E. "Licensed Product" shall mean any past, current or future games sold, leased, used, made, exploited, distributed or offered by SHFL, whether now or in the future.

F. "PGIC" shall mean Progressive Gaming International Corporation and its present and future Affiliates and Subsidiaries, including without limitation, any acquirer of PGIC or PGIC's business.

G. "Parties" shall mean PGIC and SHFL.

H. "Patent" shall mean, individually and collectively, all patents issued or assigned to, and all patent applications (whether issued or applied for in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, reexaminations, divisionals, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future

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infringements thereof, (v) rights corresponding thereto throughout the world, and (vi) rights to sue for past, present or future infringements thereof.

I. "Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or governmental entity (whether federal, state, county, city or otherwise and including any instrumentality, division, agency or department thereof).

J. "SHFL" shall mean Shuffle Master Inc. and its present and future Affiliates and Subsidiaries, including without limitation, any acquirer of SHFL or SHFL's business.

K. [Intentionally Omitted]

L. "Table Games Field of Use" shall mean any game (live or otherwise and in any format) and/or electronic methods of playing or simulating any game, as well as pay tables and methods of play (whether proprietary or in the public domain) for any game, and shall include without limitation:

1. Point-to-point communications devices such as cellular phones and other communications devices that use telephone, wide area network, or cellular phone communications technology and includes communications devices that may communicate using any version of IEEE 802.11 based local area network protocols.
2. Mobile gaming as identified in A.B. 471 (Nevada 2005) and similar legislation as may be adopted from time to time in other jurisdictions, including, without limitation, gambling and wagering on casino-style games through mobile devices that are capable of being portable.
3. Table games which use Radio Frequency identification ("RFID") in gaming chips or tokens.
4. The right to place or use a side bet (either fixed or variable) in: a) a fixed amount jackpot of any amount; b) a odds payout in any amount; or c) all or a portion of a progressive pay-out amount, including without limitation, on: w) a live table game, either with or without electronic monitoring devices; x) video gaming platforms using either single or continual play; y) wireless gaming devices; or z) "practice-play" devices (i.e., a device that offers play for fun gaming without actual wagering).
5. Table Games Field of Use shall not include: any rights to any valid RFID patents or technology owned by PGIC, unless otherwise expressly granted in any separate, written agreement between the Parties (e.g. the so-called, 3-Party Agreement for Smart-Table Products), and except to the extent, if any, that any such RFID patents includes a Table Games Field of Use application.

M. Any other capitalized terms not expressly defined anywhere in this Agreement shall have the same meaning as in the Purchase Agreement.

II. LICENSE GRANT

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A. Effective upon the Effective Date, PGIC grants to SHFL, limited to the Table Games Field of Use, a perpetual, non-cancelable, non-terminable, non-rescindable, fully paid-up, royalty-free, fully transferable, fully assignable and/or fully sub-licensable, worldwide, exclusive and sole (including to the exclusion of PGIC except only that PGIC may practice any Licensed Patent, only to the extent and subject to the limitations set forth in the Purchase Agreement, as necessary to sell a System) Last License, free and clear and not subject to any Liens, to develop, make, have made, use, sell, distribute, offer for sale, lease, import, export, or otherwise dispose of Licensed Products that practice any Licensed Patent. This license grant shall continue through and until the expiration of all Patents in the Licensed Patents.

B. Limited to the use of the Licensed Products within the Table Games Field of Use, PGIC for itself and its successors and assigns hereby releases, acquits and discharges SHFL, its officers, directors employees, agents and representatives and all purchasers and users of Licensed Products acquired from SHFL and their respective successors, assigns and acquirers from any and all claims, demands, and rights of action which PGIC may have for infringement of the Licensed Patents.

C. Subject to SHFL's rights herein, nothing in this Agreement shall be interpreted as constituting an assignment of the ownership of any of the Licensed Patents from PGIC to SHFL.

D. PGIC shall not abandon any Licensed Patents without first notifying SHFL in writing at least thirty (30) days in advance that PGIC has a bona-fide intent to abandon a Licensed Patent. Abandonment shall include failure to maintain an issued Licensed Patent and failure to continue prosecution of a pending Licensed Patent until issuance thereof. In the event that PGIC elects to abandon any Licensed Patent or notifies SHFL that it has an intent to abandon any Licensed Patent, SHFL shall have the right to purchase such Licensed Patent for \$1, and PGIC hereby transfers all right, title and interest in said proposed abandoned Licensed Patent to SHFL in a timely manner so as to enable SHFL to avoid such abandonment.

E. As of the Effective Date, PGIC agrees and covenants that, until the expiration of all Patents in the Licensed Patents, PGIC shall cease to exercise any rights in the Table Games Field of Use under the Licensed Patents or commercially exploit any of the Licensed Patents within the Table Games Field of Use, except as may be directed, in writing, or permitted, in writing, by SHFL. The restrictions and limitations contained herein are separate from and shall in no way reduce or modify or be reduced or modified by any non-competition obligations of either PGIC or any Acquirer, as set forth in the Purchase Agreement.

III. SUBLICENSING

A. In addition to SHFL's other sublicensing rights as set forth in this Agreement, and notwithstanding anything to the contrary herein, and within the Table Games Field of Use, SHFL shall have the right to (i) procure manufacturing from third party contractors; (ii) distribute Licensed Products developed by or made by SHFL through third parties that adapt the Licensed Products to system requirements (e.g., Class II gaming); and (iii) distribute Licensed Products developed by or made by SHFL under third party brand names (e.g., private labeling). For the sake of clarity, nothing in the foregoing or this Agreement shall be deemed an exception to the exclusivity provisions of the Technology Agreement.

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IV. ROYALTY PAYMENT

PGIC agrees and acknowledges that SHFL has made all royalty and other payments of any kind to PGIC in order for SHFL to be granted this Last License, provided the foregoing does not reduce SHFL's obligations under the Purchase Agreement.

V. REPRESENTATIONS AND WARRANTIES

A. PGIC represents and warrants that it possesses and has acquired all right, title and interest in and to the Licensed Patents, and that it has the worldwide right, authority, and capacity to enter into this Agreement, to grant to SHFL, free and clear of any Liens and not subject to any Liens, each of the rights granted herein, to perform each of its obligations as set forth herein, and to license the Licensed Patents to SHFL; and that no consent or approval of any other Person is needed in order for PGIC to grant SHFL the rights granted herein and to make each of the representations, agreements and warranties made herein, except such consents and approvals as have already been obtained and granted in writing.

B. SHFL represents and warrants that it has the right, authority and capacity to enter into this Agreement.

C. PGIC represents and warrants that the Licensed Patents set forth in Exhibits A-C are all of the Patents currently owned by PGIC or otherwise Known to PGIC that are necessary for SHFL to make, use, license, exploit, and sell the SHFL Games within the Table Games Field of Use, except for any Patent that is included in the Purchased Table Games Intellectual Property, which Patents may also be necessary for SHFL to make, use, license, exploit, and sell the Licensed Products within the Table Games Field of Use.

D. If PGIC breaches the representation and warranty in section V(C) and PGIC is able to promptly remedy this breach by retroactively licensing an additional patent or patents to SHFL which had not previously been exclusively licensed prior to the Effective Date to any other manufacturer or distributor, then this remedy, upon prompt accomplishment by PGIC, shall be SHFL's sole and exclusive remedy for such breach, provided that and only if SHFL has not suffered any out of pocket monetary losses or actual economic damages.

E. To the best of PGIC's Knowledge, PGIC represents and warrants that each of the claims of the Licensed Patents are valid and enforceable in each jurisdiction in which a Licensed Patent is issued.

F. PGIC represents and warrants that the execution of this Agreement and the granting of the rights to SHFL will not be in conflict with or violate or constitute a default under any contract to which PGIC is a party or otherwise bound, and no person or entity's consent, approval or ratification is needed in order for PGIC to grant SHFL the rights granted herein.

G. Except as disclosed on Schedule 4.14 of the Purchase Agreement, PGIC represents and warrants that there is not presently, i) any litigation existing; ii) any litigation threatened against PGIC; or, iii) to the best of PGIC's Knowledge, any basis for litigation against PGIC in respect to any of the Licensed Patents.

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H. PGIC represents and warrants that Schedule 4.32 of the Purchase Agreement contains a complete and accurate list of each existing license agreement (excluding any with end-user casinos) to each Licensed Patent, the products covered by each of said licenses to the Licensed Patents, whether or not the license to said Licensed Patent is exclusive or non-exclusive, the date of execution of each of said licenses, and the expiration date of each of said licenses if the expiration date is before the end of the term of the Licensed Patent. PGIC represents and warrants that each of the license agreements identified in said Schedule 4.32 are valid and in full force and effect. PGIC has provided copies of each license agreement listed in said Schedule 4.32.

I. PGIC represents and warrants that, as of the Effective Date, no further licenses, sublicenses, or covenants not to sue to any of the Licensed Patents in the Table Games Field of Use shall be granted, permitted, transferred, assigned, sub-licensed, or exploited either by PGIC or any of its Affiliates.

J. PGIC hereby indemnifies and holds harmless SHFL, any end-user casino, licensed gaming entity and any gaming regulatory authority and each of its officers, directors, representatives, attorneys, successors, assigns, and acquirers harmless from or against any Losses as a result of, in connection with, relating or incidental to, by virtue of, arising out of, or from any breach of any covenant, representation, warranty, obligation or agreement that PGIC is making in this Agreement.

K. As used herein, the term "Knowledge" means the actual state of knowing a thing or fact or that knowing that can or should be reasonably imputed, including the reasonable use of due diligence, inquiry and or investigation or thing or fact which, after any actual or reasonable due diligence, inquiry, and/or investigation should be known.

L. The representations, warranties, covenants and agreements made herein, together with the indemnification provisions herein, are intended among other things to allocate the economic cost and the risks inherent in the transactions contemplated hereby between the parties and accordingly, a Party shall be entitled to the indemnifications or other remedies provided in this Agreement by reason of any breach of any such representation, warranty, covenant or agreement by another Party notwithstanding whether any employee, representative or agent of the Party seeking to enforce such indemnification or any remedy knew or had reason to know of such breach, and such knowledge or reason to know of such of such breach shall not be a defense to any indemnification or other claims, remedies, or defenses.

M. The representations and warranties in Paragraph V.G. above shall terminate on December 31, 2011. All other representations and warranties herein shall not terminate.

VI. REGULATORY COMPLIANCE

Each Party shall provide the other with all information reasonably requested by the "Requesting Party" or its Compliance Committee with respect to the "Providing Party", and its executive officers and directors, regarding financial condition, litigation, indictments, criminal proceedings, and similar concerns in which they may have been involved if any ("Requested Information"), in order for the Requesting Party to determine that the Requested Information

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does not disclose any fact which might adversely affect, in any manner, any gaming license or permit held by the Requesting Party with any gaming regulatory licensing agency. In the event the Providing Party shall fail to provide the Requested Information promptly, or if the information with respect to the Providing Party or its President (whether provided by the Providing Party or information obtained through the Requesting Party's own investigation) discloses facts concerning the Providing Party or its President which in the, reasonable opinion of the Requesting Party or its Compliance Committee, may adversely affect any gaming license or permits held by the Requesting Party or the current standing of the Requesting Party or its President with any gaming commission, board or similar governmental regulatory agency, then the Requesting Party shall have the right to immediately terminate this Agreement upon written notice to the Providing Party.

VII. ENFORCEMENT AND MAINTAINING OF LICENSED PATENTS

As a material inducement for SHFL to enter into this Agreement and the Purchase Agreement, PGIC hereby grants to SHFL the exclusive and sole right, at SHFL's sole option, to enforce each of the Licensed Patents against any product within the Table Games Field of Use, including, without limitation, by filing, controlling and making all strategic decisions related to any court action, including declaratory relief actions, concerning said Licensed Patent, whether seeking monetary damages or injunctive relief. Any damages in favor of SHFL shall be the exclusive property of SHFL. PGIC agrees that, pursuant to this Agreement, SHFL is permitted to include PGIC as a named party in any such litigation, and PGIC agrees that it will cooperate in all respects with SHFL's enforcement efforts, and that it will not, except as otherwise ordered by a court of competent jurisdiction and after reasonable prior written notice to SHFL, assist any accused infringer or third party attempting to invalidate any Licensed Patent.

Also as a material inducement for SHFL to enter into this Agreement and the Purchase Agreement, PGIC hereby grants to SHFL, at SHFL's sole option, the exclusive and sole right, and upon SHFL's exercise of that option, designates SHFL, its attorney in fact and law, to prosecute, control and make all strategic decisions concerning any continuation application, continuation-in-part application, continuing examination application or reexamination related to any Licensed Patent in the Table Games Field of Use.

VIII. TRANSFERABILITY OF RIGHTS AND OBLIGATIONS

A. The Last License and release granted to SHFL, all of SHFL's rights under this Agreement, and all of PGIC's limitations, obligations, restrictions and agreements shall be binding on any successor, parent, acquirer, subsidiary, or Affiliate of PGIC, as well as any licensee of PGIC in ownership or control of the Licensed Patents, and further, as well as in the event of a Change in Control of PGIC; provided, however, that in the event of any Change of Control of PGIC, the Licensed Patents shall not include the acquirer's own pre-existing Patents.

B. The Last License and release granted to SHFL, all of SHFL's rights under this Agreement, and all of PGIC's limitations, obligations, restrictions and agreements, shall pass to: i) any assigns for the benefit of creditors of SHFL, ii) any receiver of its assets, iii) any Person succeeding to its entire business in the Licensed Products as a result of sale, consolidation, reorganization, or otherwise, iv) any successor, assigns, parent, acquirer, subsidiary, Affiliate

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and/or licensee of SHFL, whether as a result of a Change in Control or otherwise, or v) any transferee, assignee or sublicensee of the Last License.

C. SHFL shall have the sole and exclusive option and right to purchase any Licensed Patent that PGIC offers, elects or wishes to sell. The purchase price therefore shall be \$1. PGIC shall not sell or otherwise transfer any Licensed Patent in breach of this section VIII(C).

IX. MISCELLANEOUS

A. This Agreement does not constitute or create, and shall not be construed as constituting or creating a partnership, joint venture or fiduciary relationship between PGIC and SHFL, and neither Party shall have any right to obligate or bind the other Party in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third persons.

B. [Intentionally Omitted]

C. The license granted herein shall be deemed a license of "intellectual property" and the agreement shall be deemed an "executory contract" for purposes of the United States Code, Title 11, Section 365(n). In the event of the bankruptcy of a Party and a subsequent rejection or disclaimer of this Agreement by a bankruptcy trustee or by a Party as a debtor-in-possession, or in the event of a similar action under applicable law, the other Party may elect to retain its license right under this Agreement; subject to and in accordance with the provisions of the United States Code, Title 11, Section 365(n) or other applicable law.

D. The failure of either SHFL or PGIC to insist upon the strict performance of any of the provisions of this Agreement; or the failure of either SHFL or PGIC to exercise any right, option or remedy hereby reserved, shall not be construed as a waiver for the future of any such provision, right, option or remedy, or as a waiver of any subsequent breach thereof.

E. All notices, requests, demands or other communications hereunder, unless otherwise specifically set forth in this Agreement, shall be in writing, and shall be deemed to have been duly given if delivered in person, or when received if mailed by certified mail with return receipt requested, or otherwise actually delivered which includes the use of email. Notice shall be sent:

To SHFL:

Attn: General Counsel
Shuffle Master Inc.
1106 Palms Airport Drive
Las Vegas, Nevada 89119-3730

To PGIC:

Attn: General Counsel
Progressive Gaming International Corporation
920 Pilot Road
Las Vegas, Nevada 89119

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Either SHFL or PGIC may change the address at which it receives written notice by so notifying the other Party in writing.

F. Should any part or portion of this Agreement be held illegal or in conflict with public policy, then such portion shall be stricken from this Agreement and the remaining part or portions, to the extent possible, shall remain in full force and effect.

G. The Parties acknowledge that time is of the essence with respect to the performance of each and every one of the terms, conditions, covenants and provisions of this Agreement.

H. This Agreement is entered into and is to be interpreted pursuant to the laws of the State of New York without regard to its conflict of laws provisions.

I. [Intentionally Omitted]

J. PGIC shall ensure that, as of the Effective Date, there are no Liens on the Licensed Patents, other than the Permitted Liens. SHFL shall have the right to record this Last License.

K. As of and after the Effective Date, this Agreement shall supersede and amend in its entirety the Previous License Agreement.

L. This Agreement, the Purchase Agreement, and the Exhibits and Schedules herein and therein constitute the entire understanding between the parties relating to the Licensed Patents and no other provisions, either written or oral, are to be considered a part hereof. This Agreement may only be modified by a written agreement signed by both parties.

M. In the event of any conflict between the terms and conditions of this Agreement, on the one hand, and the terms and conditions of the Settlement Agreement, including all exhibits to said Settlement Agreement, dated as of December 20, 1999, between SHFL, Progressive Games, Inc. and Mikohn Gaming Corporation, on the other hand, then the terms and conditions of this Agreement shall control and apply.

N. In the event of any dispute concerning this Agreement or if any action is brought to enforce or interpret the terms of this Agreement, the prevailing party in any dispute or action shall, in addition to any damages or other relief awarded, be entitled to its attorneys' fees and costs.

O. Notwithstanding anything to the foregoing, which may be contained herein, in no event shall either party have the right to rescind or terminate the Last License granted herein.

P. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THIS AGREEMENT AND THE EXHIBITS ATTACHED HERETO, AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. IT SHALL BE A

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MATERIAL BREACH OF THIS AGREEMENT IF EITHER PARTY CHALLENGES OR OBJECTS TO ANY PROVISION OF THIS SECTION IX(P).

Q. Each of the Parties submits to the exclusive jurisdiction of binding arbitration under the American Arbitration Association and the courts are located in the Borough of Manhattan in the State of New York for any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding shall be heard and determined initially in such a binding arbitration proceeding and, as required, with any judgment to be filed with and enforced by any appropriate court in the Borough of Manhattan in the State of New York. Except for the purposes of enforcing an arbitration award, and then only if a New York court determines that it does not have the power to enforce such an arbitration award, a Party shall not bring any action or proceeding arising out of or relating to this Agreement in any other forum. Nothing in this section IX.Q, however, shall affect the right of any Party to serve legal process in any other manner permitted by law or at equity. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. It shall be a material breach of this Agreement if either Party challenges or objects to any provision of this Section IX.Q.

R. Each Person executing this Agreement is fully authorized to do so.

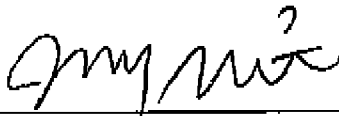
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Handwritten signature in black ink, appearing to be 'RW' with 'RBY' written below it.

WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first written above.

SHUFFLE MASTER, INC.
and on behalf of its
Affiliates and Subsidiaries ("SHFL")

PROGRESSIVE GAMING INTERNATIONAL
CORPORATION, and on behalf of its Affiliates
and Subsidiaries ("PGIC")

By: 
Name: Jerry Smith
Title: Senior Vice President, General Counsel
and an authorized Signatory

By: 
Name: Robert B. Ziems
Title: Executive Vice President, General Counsel
and Secretary

[SIGNATURE PAGE TO AMENDED AND RESTATED LICENSE AGREEMENT]

9/26/07 2:00 PM

EXHIBIT A TO AMENDED AND RESTATED LICENSE AGREEMENT

Families of U.S. Patents and Patent Applications

1. 4,861,041
2. 4,948,134
3. 5,022,653
4. 5,078,405
5. 5,374,067
6. 5,377,973
7. 5,380,012
8. 6,485,368
9. 6,475,088
10. 5,288,077
11. 5,364,104
12. 5,364,105
13. 5,544,893
14. 5,584,485
15. 5,626,341
16. 5,794,964
17. 5,795,225
18. 5,836,818
19. 5,913,726
20. 6,045,130
21. 6,070,878
22. 6,073,930

9/26/07 2:00 PM



23. 6,234,895

24. 6,312,330

25. 6,336,859

US Patent 5382025 is excluded from the above families because not owned by PGIC.

9/26/07 2:00 PM

PATENT
REEL: 022102 FRAME: 0367



EXHIBIT B TO AMENDED AND RESTATED LAST LICENSE AGREEMENT**Families of Foreign Patents**

1. Japan 2,088,063
2. Australia 621599
3. Australia 694895
4. Australia 693882
5. Australia 628044
6. Austria E96049
7. Belgium 0 388 644
8. Canada 1,335,381
9. Canada 1,334,983
10. Germany P689099924
11. Italy EP 0338644
12. Netherlands and NA 192893
13. Spain EP 0338644
14. Dominican Republic 4900
15. Dominican Republic 4825
16. Canada Patent Application No. 617,164
17. Canada Patent Application No. 616,862
18. Canada Patent Application No. 616,861
19. Australia Patent Application No. 3,271,374

9/26/07 2:00 PM



EXHIBIT C TO AMENDED AND RESTATED LAST LICENSE AGREEMENT

Families of Foreign Applications

1. Canada Patent Application No. 617,164
2. Canada Patent Application No. 616,862
3. Canada Patent Application No. 616,861
4. Australia Patent Application No. 3,271,374

9/26/07 2:00 PM



PATENT
REEL: 022102 FRAME: 0369

**EXHIBIT D ADDITIONAL PROGRESSIVE PATENTS AND
INTELLECTUAL PROPERTY**

US PATENTS

1. 4,836,553 (c-stud base game)

US TRADEMARKS

1. Texas Holdem Live 3198412
2. Texas Holdem Live 3215174

9/26/07 2:00 PM



PATENT
REEL: 022102 FRAME: 0370

**EXHIBIT E TO AMENDED AND RESTATED LICENSE
AGREEMENT**

1. 6,173,955
2. 6,305,686
3. 6,481,713
4. 6,565,088
5. 6,746,016
6. 7,032,901
7. 6,561,899
8. 6,843,721

9/26/07 2:00 PM

Exhibit 2



1106 Palms Airport Dr.
Las Vegas, NV 89119

702.879.7150
Fax: 702.260.1159
shufflemaster.com

Jerome R. Smith
Executive Vice President, General Counsel*
and Corporate Secretary
Direct Line: (702) 270-5123
Fax No: (702) 270-5326
jsmith@shufflemaster.com

*Admitted in Nevada as In-House Counsel

VIA HAND DELIVERY

January 12, 2009

Terry Oliver
Progressive Gaming International Corporation
920 Pilot Road
Las Vegas, NV 89119

Dear Terry:

Attached please find an Assignment assigning to Shuffle Master the Licensed Patents that PGIC has offered for sale. Given PGIC's refusal to identify precisely which patents it has offered for sale, and the public announcement that it is selling substantially all of its assets, Shuffle Master has no choice but to assume that all of PGIC's patents have been offered for sale.

As such, under Section VIII(c) of the License Agreement, Shuffle Master has a right to purchase these patents for \$1 each. Enclosed herewith is Shuffle Master's check for \$17.00 which covers the purchase of the following patents and applications:

US 5,374,061
US 5,722,893
US 6,039,650
US 6,582,301
US application 20030195025
US 6,508,710
US 6,811,488
US 5,586,936
US 5,803,808
US 6,173,955
US 6,305,686
US 6,481,713
US 6,565,088
US 6,746,016
US 7,032,901
US 6,561,899
US 6,843,721

Terry Oliver
January 12, 2009
Page 2 of 2

If PGIC does not sign and return to my attention the attached assignment document by 5:00 PM today, then Shuffle Master will execute and file an assignment tomorrow on PGIC's behalf as attorney in fact and law, pursuant to Paragraph 7.5 of the Purchase Agreement. This short notice is required because we understand that the sale has been moved up to Wednesday, January 14, 2009.

This letter does not waive any rights of Shuffle Master in regards to any other Licensed Patents not identified above. Shuffle Master is still researching which additional patents and/or applications are Licensed Patents.

Please feel free to call Barry Irwin with any questions.

Very truly yours,

[DICTATED BUT NOT READ]

Jerry Smith
Executive Vice President, General Counsel
and Corporate Secretary

JS/kt

Enclosures

ASSIGNMENT

WHEREAS, Progressive Gaming International Corporation (herein the Assignor), organized and existing under the laws of the State of Nevada and having its principal offices at 920 Pilot Road, Las Vegas, NV 89119, is the owner of certain new and useful improvements in various things for which an application has been made (or a patent has been granted) for Letters Patent of the United States, and assigned the following U.S. Patent Numbers or US Published Application Numbers:

US 5,374,061
US 5,722,893
US 6,039,650
US 6,582,301
US application 20030195025
US 6,508,710
US 6,811,488
US 5,586,936
US 5,803,808
US 6,173,955
US 6,305,686
US 6,481,713
US 6,565,088
US 6,746,016
US 7,032,901
US 6,561,899
US 6,843,721

WHEREAS, Shuffle Master, Inc. (herein the Assignee), a corporation organized and existing under the laws of the State of Minnesota, and having its principal offices at 1106 Palms Airport Drive, Las Vegas, NV 89119 is desirous of acquiring the entire right, title and interest in and to said inventions, said application and in, to and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for and in consideration of one Dollar (\$17.00) and other good and valuable consideration as set forth in the Amended and Restated License Agreement between Assignee and Assignor, dated September 26, 2007, to it in hand previously paid by Assignee, the receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the said Assignee, its successors and assigns, its entire right, title and interest in and to said invention, said application and the Letters Patent, both foreign and domestic, that may or shall issue, including all rights under the International Convention, and does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

Assignor hereby authorizes said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration, Assignor does hereby covenant and agree with the said Assignee, its successors and assigns, that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it or its executors, administrators, successors and assigns will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights, occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

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

Signed this _____ day of January, 2009.

Signature

By: Terry Oliver
Chief Executive Officer of Progressive Gaming
International Corporation

STATE OF Nevada)
) ss.
COUNTY OF Clark)

On this _____ day of _____, 2009, before me personally appeared Terry Oliver, the Chief Executive Officer of Progressive Gaming International Corporation, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public



1106 Palms Airport Dr.
Las Vegas, NV 89119

702.897.7150
Fax: 702.897.2284
shufflemaster.com

FACSIMILE TRANSMITTAL SHEET

DATE January 13, 2009

FROM Jennifer K. Farrar

TO Director of the U. S. Patent and Trademark Office

SENDER'S PHONE 702-270-5177

Assignment Recordation Services

SENDER'S FAX 702-260-1146

FAX NUMBER 571-273-0140

NO. OF PAGES INCLUDING COVER 27

URGENT

FOR REVIEW

PLEASE COMMENT

PLEASE REPLY

NOTES / COMMENTS

Re: Recordation of Assignment for

U.S. Patent No.: 6,508,710

Issued: January 21, 2003

Inventor: Paravia et al.

Title: Gaming System With Location Verification

Attorney Docket No.: PA2516.is.US

Please see attached Assignment for the above-identified patent application. Please record this assignment.

PLEASE RESPOND TO FAX NUMBER: 702-260-1146

If any part of this transmission is not received or is illegible, please telephone Suzan Levin at (702) 270-5122.

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.