

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Private Equity Management Group Financial Corporation	01/16/2009
RECEIVING PARTY DATA	
Name:	IGT
Street Address:	9295 Prototype Drive
City:	Reno
State/Country:	NEVADA
Postal Code:	89521
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6039650
CORRESPONDENCE DATA	
Fax Number:	(312)827-8185
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-558-7369
Email:	patents@bellboyd.com
Correspondent Name:	Patricia M. Chidiac
Address Line 1:	P.O. Box 1135
Address Line 4:	Chicago, ILLINOIS 60690-1135
ATTORNEY DOCKET NUMBER:	6039650
NAME OF SUBMITTER:	Patricia M. Chidiac

Total Attachments: 19
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SECURED PARTY ASSIGNMENT AND BILL OF SALE

SECURED PARTY ASSIGNMENT AND BILL OF SALE (this "Bill of Sale") dated January 16, 2009 is made by Private Equity Management Group Financial Corporation, a California corporation ("Secured Party"), for the benefit of IGT, a Nevada corporation, and its designees (collectively, "Buyer").

RECITALS

A. Progressive Gaming International Corporation, a Nevada corporation ("Borrower"), and all Subsidiaries of Borrower described in Schedule 1 attached hereto (which Subsidiaries, together with Borrower, are referred to herein collectively as the "Credit Parties") entered into the Credit Agreement, dated as of August 4, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), among the Credit Parties, the Lenders parties thereto and Secured Party, as agent for the Lenders;

REDACTED

C. The Credit Parties and Progressive Gaming International (Netherlands) B.V. (collectively, "Grantors") have executed and delivered to Secured Party security agreements and other agreements providing security and collateral for the Obligations under the Credit Agreement, all of which agreements are described in Exhibit A (the "Security Agreements");

REDACTED

F. Secured Party, as a secured party within the meaning of the New York Uniform Commercial Code (the "UCC"), has exercised its rights granted under the Security Agreements and wishes to sell all Foreclosure Assets (as hereinafter defined) of Borrower and of those direct and indirect Subsidiaries of Borrower named in Schedule 2 hereto, pursuant to Section 9610 of the UCC and under any other applicable law (together, "Applicable Law"), in foreclosure of Secured Party's security interest therein (Borrower and said Subsidiaries are hereinafter referred to as the "Foreclosure Parties");

G. Pursuant to a private sale under Article 9 of the UCC, Buyer wishes to purchase and acquire all right, title and interest ("Rights") of Foreclosure Parties in the collateral described in the Security Agreements, tangible and intangible, vested and unvested, choate or inchoate, wherever located, with the exception of the Excluded Assets (as hereinafter defined), including, but not limited to, REDACTED REDACTED REDACTED (iii) all patents identified in Exhibit B-3 of this Bill of Sale (the "Patents"); REDACTED REDACTED (all such Rights of Foreclosure Parties in such REDACTED Patents, REDACTED as are described in this recital G, excluding the Excluded Assets, are collectively herein referred to as the "Foreclosure Assets");

REDACTED

REDACTED

I. International Game Technology is also acquiring from Secured Party on the date hereof all of Secured Party's rights under the Credit Agreement and the Security Agreements (the "*Senior Loan Assets*") for [REDACTED] [REDACTED] pursuant to the Assignment and Acceptance Agreement dated the date hereof between Buyer, Secured Party and Borrower (the "*Loan Purchase Agreement*").

NOW, THEREFORE, in consideration of the purchase price set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale of Foreclosure Assets and Senior Loan Assets.** On the terms and subject to the conditions set forth in this Bill of Sale, Secured Party does hereby sell, convey, transfer and assign to Buyer all Foreclosure Assets, to have and hold the same for its own use and benefit forever, including, without limitation thereto, all Rights of Foreclosure Parties in and to the following property, but only to the extent that such property is included in the description of the collateral set forth in the Security Agreements to which the Foreclosure Parties are parties:

REDACTED

(c) the Patents, including patent applications and inventions identified therein; and in and to all patents to be obtained by said applications or by any continuations, continuations-in-part, divisions, renewals, or substitutes thereof filed after the date of this Bill of Sale; and as to any reissue or re-examination of such Patents; for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, to file applications and obtain patents, utility models,

industrial models and designs in its own name; and all rights of action on account of past, present and future unauthorized use or infringement of said Patents; and

REDACTED

REDACTED

REDACTED

REDACTED

(d)

REDACTED

REDACTED

Secured Party by this Bill of Sale conveys all the Foreclosure Assets to Buyer free and clear of all rights, claims, liens, security interest or charges of Secured Party or its Affiliates, and free and clear of any security interest or lien of any other Person (except Buyer and its Affiliates) that is not known to Buyer (with no duty of to inquire) created or existing pursuant to Article 9 of the UCC that has a priority equal or superior to that of Secured Party under the provisions of Article 9 of the UCC

REDACTED

REDACTED

REDACTED

(g) Secured Party has full power and authority to enter into this Bill of Sale and to perform its obligations under this Bill of Sale and to consummate the transactions contemplated hereby. The execution and delivery of this Bill of Sale and the performance of Secured Party's obligations hereunder has been duly authorized by all necessary actions by Secured Party and Lenders. This Bill of Sale is the legal, valid and binding agreement of Secured Party and Lenders, enforceable against Secured Party and Lenders in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, moratorium or similar laws of general application relating to or affecting creditors' rights generally.

REDACTED

REDACTED

REDACTED

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

SECURED PARTY

PRIVATE EQUITY MANAGEMENT GROUP FINANCIAL CORPORATION

By: Peter Paul Mendel
Name: Peter Paul Mendel
Title: Director
Address:

By: Andrew Shayne
Name: Andrew Shayne
Title: Director
Address:

ACCEPTED BY:

BUYER

IGT

By: _____
Name:
Title:
Address:

*CONSENTED TO FOR PURPOSES OF AGREEING TO
TO SECTIONS 7(b) and 24:*

BORROWER

PROGRESSIVE GAMING INTERNATIONAL CORPORATION

By: _____
Name:
Title:
Address:

80437926.2/10805743

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

SECURED PARTY


PRIVATE EQUITY MANAGEMENT GROUP FINANCIAL CORPORATION

By: _____
Name:
Title:
Address:

ACCEPTED BY:

BUYER

IGT

By:  _____
Name: Thomas J. Matthews
Title: CEO/President
Address: 9295 Prototype Drive
Reno, NV 89521

**CONSENTED TO FOR PURPOSES OF AGREEING TO
TO SECTION 6(b):**

BORROWER

PROGRESSIVE GAMING INTERNATIONAL CORPORATION

By: _____
Name:
Title:
Address:

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

SECURED PARTY

PRIVATE EQUITY MANAGEMENT GROUP FINANCIAL CORPORATION

By: _____
Name:
Title:
Address:

ACCEPTED BY:

BUYER

IGT

By: _____
Name:
Title:
Address:

*CONSENTED TO FOR PURPOSES OF AGREEING TO
TO SECTIONS 7(b) and 24:*

BORROWER

PROGRESSIVE GAMING INTERNATIONAL CORPORATION

By: T. W. Oke
Name:
Title:
Address:

AGREED TO DIRECT SALE PARTIES:

PROGRESSIVE GAMING INTERNATIONAL CORPORATION

By: [Signature]
Name:
Title:
Address:

PGIC HOLDINGS LTD.

By: [Signature]
Name:
Title:
Address:

PROGRESSIVE GAMING INTERNATIONAL (GROUP) LTD.

By: [Signature]
Name:
Title:
Address:

PROGRESSIVE GAMING INTERNATIONAL (UK) LTD.

By: [Signature]
Name:
Title:
Address:

PROGRESSIVE GAMING INTERNATIONAL (AUSTRALASIA) PTY LTD.

By: [Signature]
Name:
Title:
Address:

PGI (MACAO) LTD.

By: [Signature]
Name:
Title:
Address:

FINAL

EXHIBITS TO
SECURED PARTY ASSIGNMENT AND BILL OF SALE

80441519.7/10806743

- 1 -

PATENT
REEL: 022222 FRAME: 0643

EXHIBIT A

SECURITY AGREEMENTS

1. Security Agreement dated as of August 15, 2008, between Progressive Gaming International Corporation and Private Equity Management Group Financial Corporation.

REDACTED

3. Patent Security Agreement dated as of August 15, 2008, between Progressive Gaming International Corporation and Private Equity Management Group Financial Corporation.

REDACTED

5. Security Agreement dated as of August 15, 2008, between the Subsidiary Grantors listed on Schedule 2 to the Secured Party Assignment and Bill of Sale and Private Equity Management Group Financial Corporation.

REDACTED

7. Patent Security Agreement dated as of August 15, 2008, between the Subsidiary Grantors listed on Schedule 2 to the Secured Party Assignment and Bill of Sale and Private Equity Management Group Financial Corporation.

REDACTED

REDACTED

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EXHIBIT B-3

PATENTS

Any and all patents and patent applications, including, without limitation, the patents and patent applications listed below on Exhibit B-3 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Grantors' rights corresponding thereto throughout the world.

U.S. Patents

Patent Number	U.S. Patents: Title	Description	Licensing
REDACTED			

Patent Number	U.S. Patents: Title	Description	Licensing
REDACTED			
6,039,650	REDACTED		
REDACTED			

REDACTED

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