## 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:	6267671

#### **CORRESPONDENCE DATA**

Fax Number: (312)827-8185

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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: 6267671

NAME OF SUBMITTER: Patricia M. Chidiac

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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;

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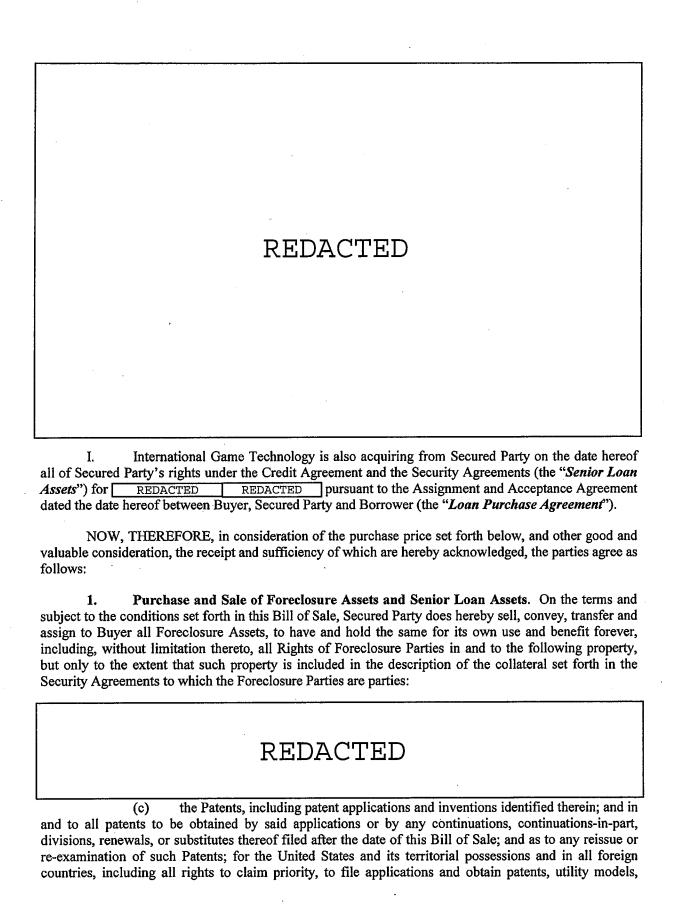
C. The Credit Parties and Progressive Gaming International (Netherlands) B.V. (collectively, "Grantors") have executed and delivered to Secured Party security agreements and other agreements providing security and collateral for the Obligations under the Credit Agreement, all of which agreements are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

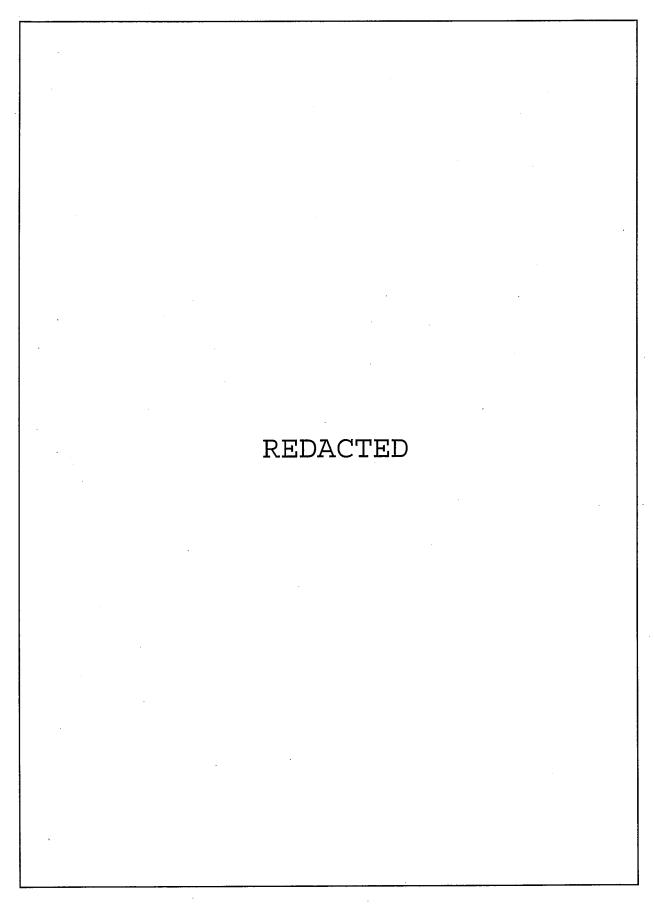
Security Agreements, tangible and inta	ngible, vested and unvested	, choate or inchoate, wherever lo	cated,
with the exception of the Excluded As	ssets (as hereinafter defined	), including, but not limited to,	REDACTED
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	ACTED	(iii) all p	atents
identified in Exhibit B-3 of this Bill of	Sale (the "Patents");	REDACTED	
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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			as the
"Foreclosure Assets");	·	•	
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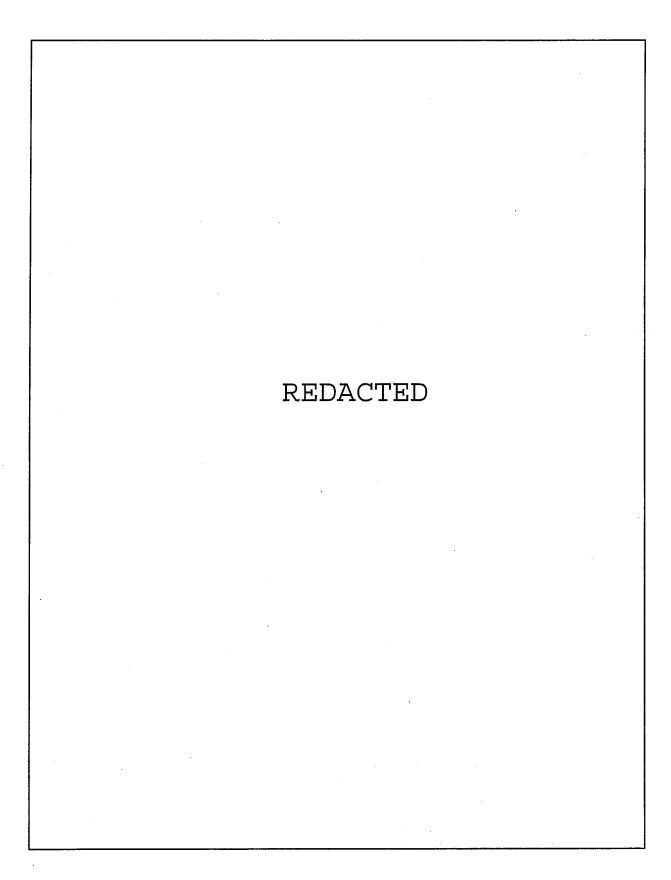
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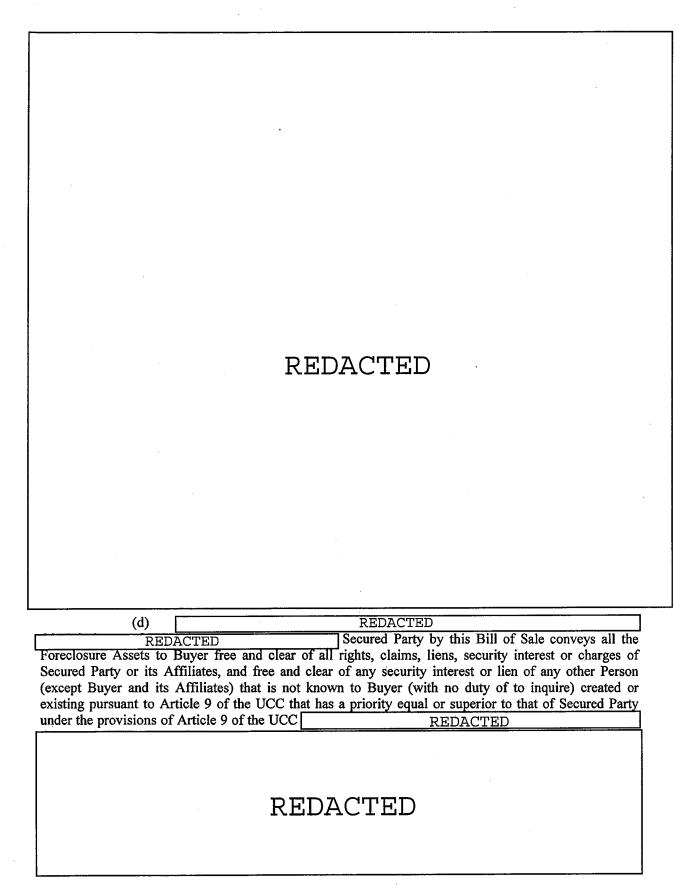


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industrial models and designs future unauthorized use or infr	in its own name; and all rights of action on account of past, present and ingement of said Patents; and
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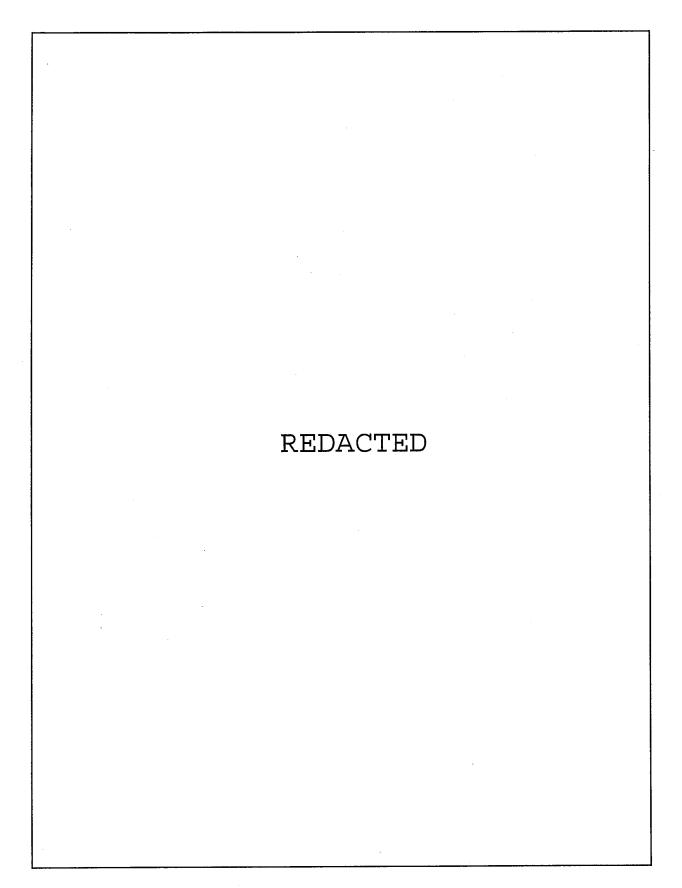




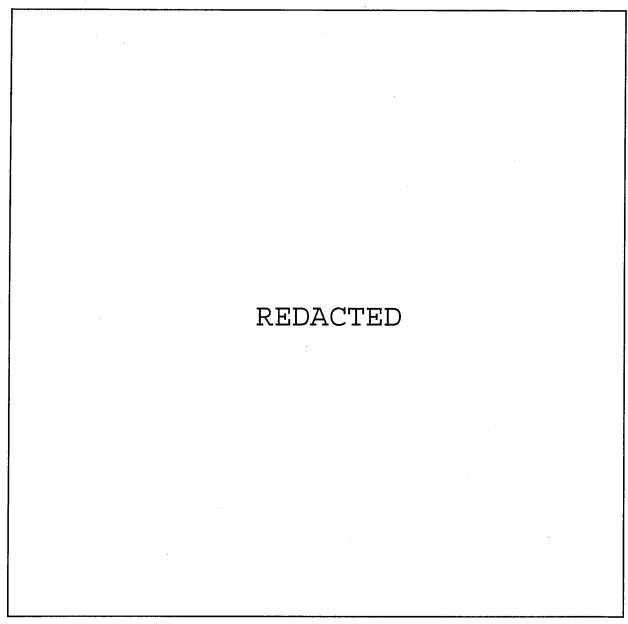


## REDACTED

Secured Party has full power and authority to enter into this Bill of Sale and to (g) 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



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[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

	Poyer Anoma	nde l	
	Name: Peter Paul Mendel	4XXX	
	Title: Director		
	Address:		
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•	By: Name: Andrew Shoune		
	Name: Andrew Shayne Title: Director		
•	Address:		
ACCEPTED BY:			
DATE TO D			
BUYER			
IGT			
Ву:			
Name: Title:			
Address:			
CONSENTED TO FOR PURPOSES	OF AGREEING TO		
TO SECTIONS 7(b) and 24:	·		
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BURRUWER			
PROGRESSIVE GAMING INTERN	IATIONAL CORPORATION		
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By:	·		
Name: Title:	<u>.</u>		
Address:	·		•

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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

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

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

BORROWER

PROGRESSIVE GAMING INTERNATIONAL CORPORATION

**PATENT** 

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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

		Ву:	·
		Name: Title: Address:	
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ACCEPTED BY:			
BUYER	•		
IGT			
Ву:			
Name: Title: Address:			·

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

BORROWER

PROGRESSIVE GAMING INTERNATIONAL CORPORATION

By: \_\_\_\_ iv. o \_\_\_ Name: Title: Address:

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## EXHIBITS TO

# SECURED PARTY ASSIGNMENT AND BILL OF SALE

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## EXHIBIT A

# SECURITY AGREEMENTS

1	Security Agreement dated as of August 15, 2008, between Progressive Gaming International
1.	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.
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**PAGES 3-10** 

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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

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