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:	6986711

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:	6986711
NAME OF SUBMITTER:	Patricia M. Chidiac

Total Attachments: 20 source=6986711#page1.tif source=6986711#page2.tif source=6986711#page3.tif source=6986711#page4.tif source=6986711#page5.tif

500776512

PATENT

REEL: 022228 FRAME: 0162



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

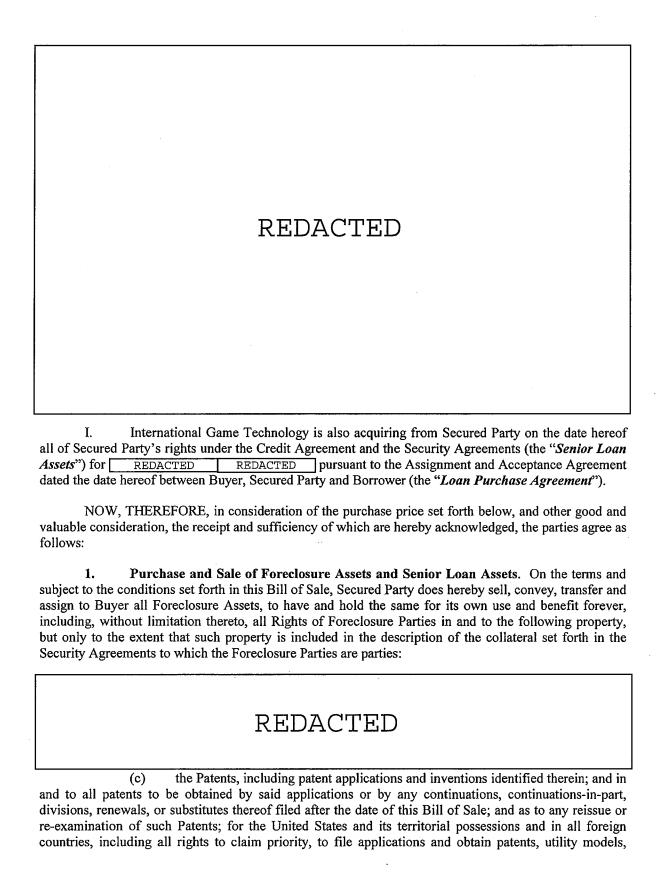
C. The Credit Parties and Progressive Gaming International (Netherlands) B.V. (collectively, "Grantors") have executed and delivered to Secured Party security agreements and other agreements providing security and collateral for the Obligations under the Credit Agreement, all of which agreements are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

Security Agreements, tangible and intangible, vested and unvested, choate or inchoate, wherever located,					
with the exception of the Excluded As	ssets (as hereinafter define	d), including, but not limite	ed to, REDACT	ED	
	REDACTED				
	ACTED	(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, REDACT	TED as are		
described in this recital G, excluding	the Excluded Assets, are	collectively herein referre	ed to as the		
"Foreclosure Assets");					
REDACTED					

80441230.4 / 10806743

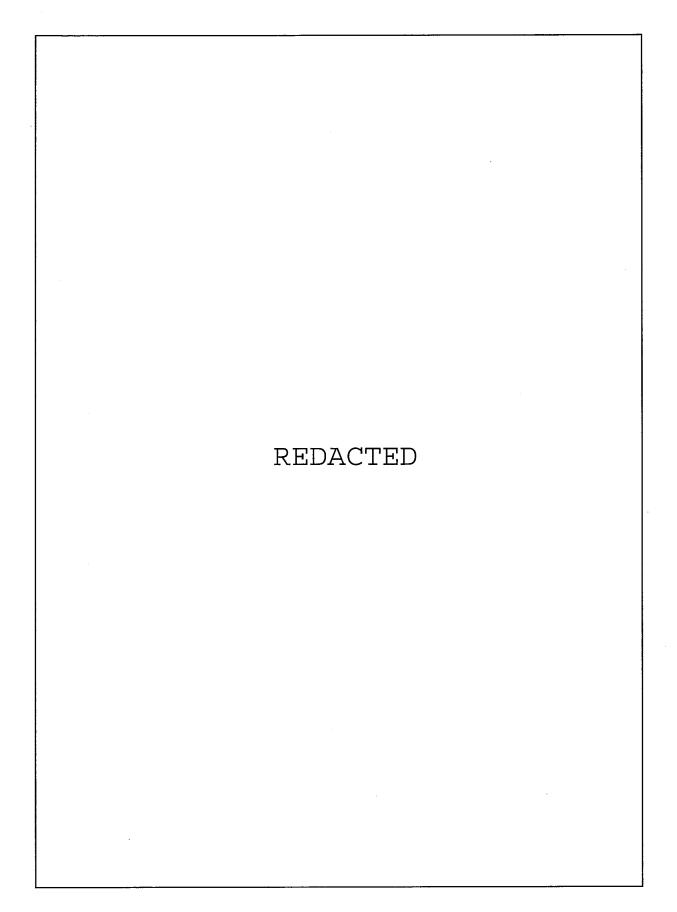


80441230.4 / 10806743

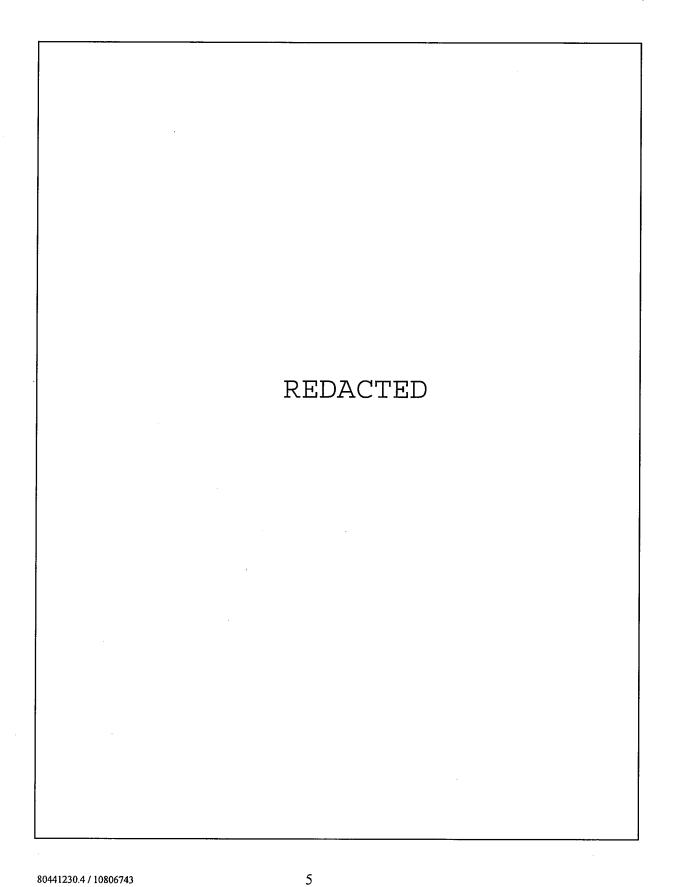
	 wn name; and all rights of act of said Patents; and		
	REDACTED	\	
	KEDACIEL		

80441230.4 / 10806743

3



4



80441230.4 / 10806743

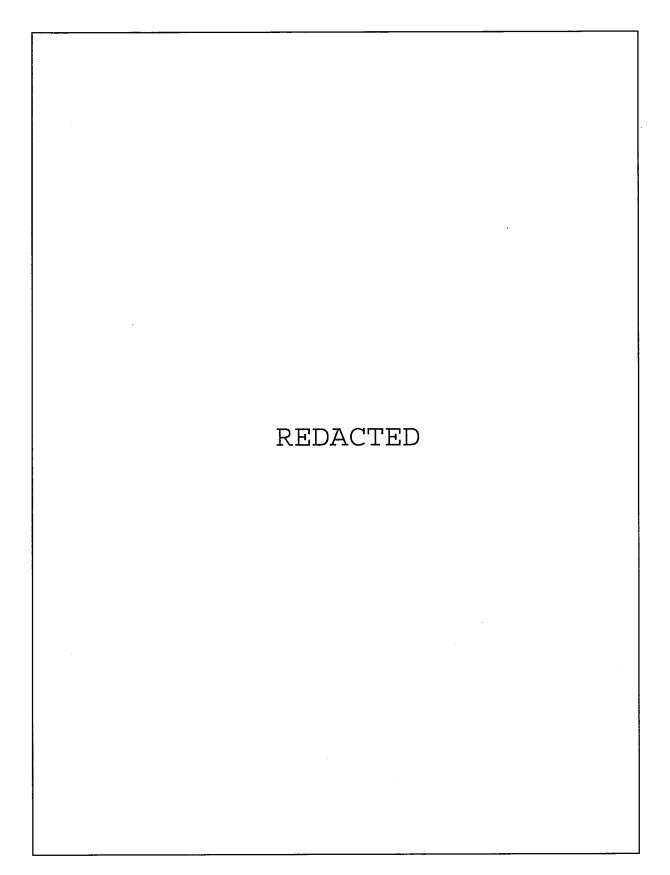
REDACTED
KEDACIED
(d) REDACTED
REDACTED Secured Party by this Bill of Sale conveys all the
Foreclosure Assets to Buyer free and clear of all rights, claims, liens, security interest or charges of Secured Party or its Affiliates, and free and clear of any security interest or lien of any other Person
(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

. 6

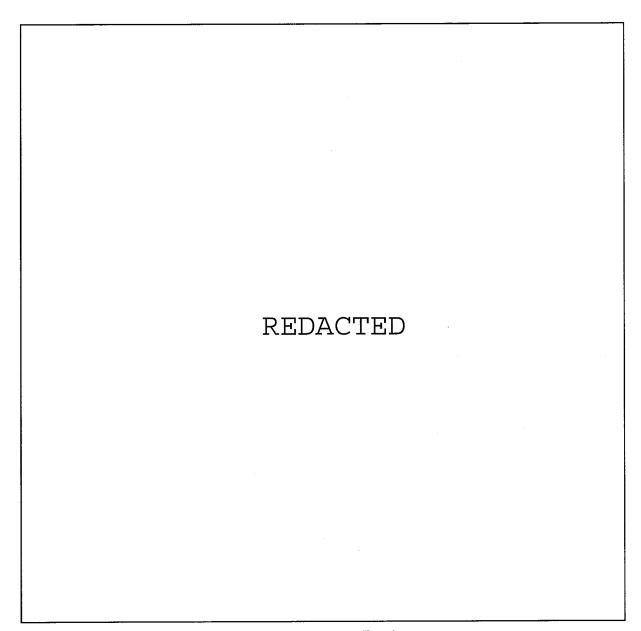
REDACTED

(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

7



8



[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

	CONTONATION
	By: Lever Paul Mendel Name: Peter Paul Mendel
	Title: Director Address:
	Ву:
	Name: Andrew Shayne Title: Director Address:
ACCEPTED BY:	
BUYER	
IGT	
By: Name: Title: Address:	
CONSENTED TO FOR PURPOSES OF TO SECTIONS 7(b) and 24;	F AGREEING TO
BORROWER	
PROGRESSIVE GAMING INTERNA	TIONAL CORPORATION
By:Name:	
Title: Address:	

ç

80437926.2/10806743

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: 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:

REEL: 022228 FRAME: 0174

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

	Den	
	By:	
		. •
ACCEPTED BY:		
BUYER		
IGT		
Ву:		
Vame: Fitle:		
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:

9

80437926.2/10806743

					ŧ
	r SALE PARTIES: SIVE GAMING INTERNATIONA	L CORPORATION			i
By: Naute: Title: Add	QINGS LTD.				
By: Name: Title: Address:). Com				
PROGRES	SIVE GAMING INTERNATIONAL	L (GROUP) LTD.			
Name: Title: Address: PROGRES	IVE GAMING INTERNATIONAL	L (UK) LTD.			÷
By: Name: Title: Address:). (,)				
PROGRES By: Name: Title:	IVE GAMING INTERNATIONAL	L (AUSTRALASIA) PTY L	JTD.		#
Address: PGI (MACA					! !
By: Name: Title: Address:	1 (10-				:
80437926-2/1088	167 4 3	10			:
The second secon					
01.q	76603 + 8660	sbisiteH	Janjao9	86:31 60	nst +1

EXHIBITS TO

SECURED PARTY ASSIGNMENT AND BILL OF SALE

-1-

80441519.7/10806743

EXHIBIT A

SECURITY AGREEMENTS

1.	Security Agreement dated as of August 15, 2008, between Progressive Gaming Internation	al
	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

 Security Agreement dated as of August 15, 2008, between the Subsidiary Grantors listed on <u>Schedule 2</u> 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

-2-

80441519.7/10806743

REDACTED

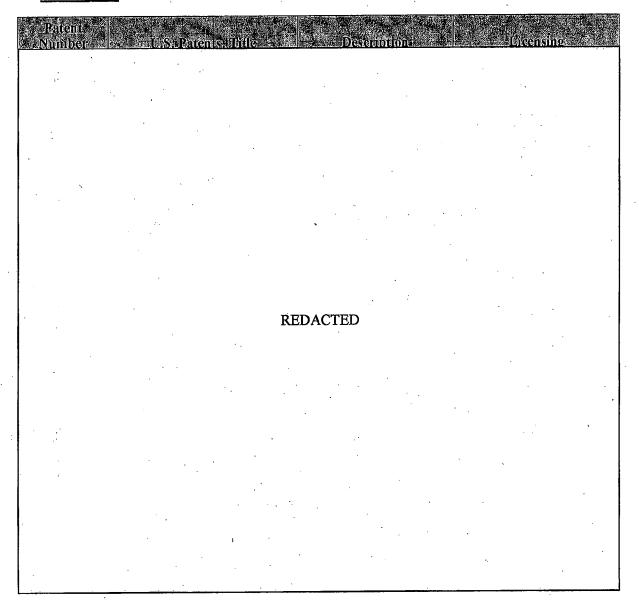
PAGES 3-10

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



- 11 -

80441519.7/10806743

REDACTED

PAGES 12-13

PATENT REEL: 022228 FRAME: 018[,]

Parenti Mumber	0/S Patents: Title	u Dexo	ijnion - Z	i Lincensinya			
į							
			,				
	REDACTED						
				·			
·							
			400000				
6,986,711	6,986,711 REDACTED						
REDACTED							
	 						

80441519.7/10806743

- 14 -

REDACTED

PAGES 15-73

PATENT

REEL: 022228 FRAME: 0183

RECORDED: 02/09/2009