

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Naomi Hall	04/13/2000
RECEIVING PARTY DATA	
Name:	Aristocrat Technologies Australia, Pty. Limited
Street Address:	71 Longueville Road
City:	Lane Cove, NSW
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12194916
CORRESPONDENCE DATA	
Fax Number:	(312)775-8100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-775-8000
Email:	mhmpto@mcandrews-ip.com
Correspondent Name:	McAndrews, Held & Malloy, Ltd.
Address Line 1:	500 W. Madison Street, 34th Floor
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	19961US01
NAME OF SUBMITTER:	Larry M. Jarvis
Total Attachments: 14 source=19961US01_Exhibit_F#page1.tif source=19961US01_Exhibit_F#page2.tif source=19961US01_Exhibit_F#page3.tif source=19961US01_Exhibit_F#page4.tif source=19961US01_Exhibit_F#page5.tif source=19961US01_Exhibit_F#page6.tif	

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EXHIBIT F

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on this thirteenth day of April 2000.

PARTIES: **ARISTOCRAT LEISURE INDUSTRIES PTY LIMITED ACN 001 660 715**
of 71 Longueville Road, Lane Cove in the State of New South Wales
(Aristocrat)

The person whose name and address is referred to in the Schedule (**You**)

RECITALS:

- A. Aristocrat conducts the business of designing, developing, manufacturing, marketing and selling gaming machines and services.
- B. Aristocrat wishes to employ You on the terms of this Agreement.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement:

Aristocrat Group refers to Aristocrat, Aristocrat Leisure Limited, Aristocrat Technical Services Pty Limited, Aristocrat International Pty Limited, Automatic Currency Equipment Pty Limited, Aristocrat Inc, Aristocrat (Europe) Limited and any subsidiary or related company from time to time.

Aristocrat's Business means the business of designing, developing, manufacturing, marketing, selling and distributing gaming machines and associated equipment and services which is carried on by Aristocrat, and the Aristocrat Group, throughout the world.

Confidential Information is defined as any information concerning or relating to Aristocrat, Aristocrat's Business or the Aristocrat Group, not in the public domain and comprising: trade secrets, secret formulae, computer hardware and software programs and designs, artwork, drawings, game names, game designs, game specifications, general designs, financial and accounting information, customer and supplier names, correspondence, negotiations and/or contracts with customers and suppliers, or proposed customers or suppliers, negotiations, correspondence and dealings with gaming regulatory authorities and gaming machine testing laboratories, market research, gaming performance data and marketing strategies, research and development plans and expenditure and information relating to the development of single and multiple gaming machine software and hardware platforms, together with any other information or material that Aristocrat in the future may indicate is confidential, or which may be apparent is confidential.

2. PERIOD OF EMPLOYMENT

2.1 Position

Aristocrat will employ You in the position referred to in the Schedule, with other responsibilities which may be assigned to You from time to time. In this position You will report to the person specified in the Schedule.

2.2 Probation

This position is offered for an initial probationary period as set out in the Schedule. On the satisfactory conclusion of this period, Your appointment will be confirmed as permanent. During this period, either party may terminate the employment by giving one week's notice to the other.

2.3 Term

Following successful completion of probation, Your employment will be deemed to have been confirmed from the commencement date referred to in the Schedule, and will continue until terminated under clause 7.

3. PRE-CONDITIONS TO EMPLOYMENT

Aristocrat's Business is highly regulated, and is reliant upon maintaining relevant gaming licences throughout Australia and other jurisdictions throughout the world. Gaming licence regulatory bodies demand very detailed and personal information regarding many officers and employees of Aristocrat. In these circumstances, You acknowledge the following obligations to be reasonable, and You agree:

- (a) You will produce a copy of Your Federal criminal record upon request;
- (b) to give Aristocrat the right, throughout the entire period of Your employment, to request the release of information and/or documents concerning You from parties possessing them, which may include former employers; and
- (c) You will, throughout the entire period of Your employment, if requested by Aristocrat, sign an appropriate form of request and authority to allow third parties to provide and disclose information to Aristocrat.

4. YOUR DUTIES AND RESPONSIBILITIES

In connection with Your employment by Aristocrat You agree to, within reason:

- (a) undertake the duties assigned to You by Aristocrat;
- (b) observe and comply with all directions given to You by Aristocrat;
- (c) faithfully serve Aristocrat, and use Your best endeavours to promote and advance the interests of Aristocrat's Business, Aristocrat, and, where instructed by Aristocrat, the Aristocrat Group;
- (d) devote Your full attention and abilities (unless absent on leave, or through illness or injury) to the proper conduct of Your duties to the exclusion of any other occupation;
- (e) not engage or be concerned directly or indirectly in any other business in competition with the Business, or promote, finance or invest in the business or shares of any company carrying on business in competition with Aristocrat or Aristocrat's Business;
- (f) not accept any payment or other benefit from any person as an inducement or reward for any matter or business transacted by or on behalf of Aristocrat or the Aristocrat Group; and
- (g) comply, at all times, with provisions of gaming laws and regulations in every Jurisdiction in which Aristocrat or the Aristocrat Group operate.

5. CORPORATE POLICIES AND PROCEDURE MANUAL

It is not intended that this Employment Agreement define and determine all of the rights and obligations of the parties during Your employment. Aristocrat maintains and regularly updates a Corporate Policies and Procedure Manual. You acknowledge that prior to entering this Agreement, You have had an opportunity to review the Policies and Procedure Manual. You agree to remain familiar with this Manual throughout Your employment, and to comply with directives and procedures stated in that Manual as they operate from time to time.

6. REMUNERATION

6.1 Remuneration Package

You will be entitled to an annual remuneration package referred to in the Schedule, which will include a base salary component, and any other components listed.

6.2 Base Salary Installments

The base salary component shall be paid in equal 'installments as indicated in the Schedule, and will be paid in arrears.

6.3 **Review Of Remuneration Package**

The remuneration package referred to in clause 6.1 will be reviewed at least annually in accordance with Aristocrat's performance review procedure.

6.4 **Expenses**

Aristocrat will reimburse You for all entertainment, traveling, accommodation and other expenses which You have reasonably incurred in connection with Your employment on production of receipts and statements.

6.5 **Leave Entitlements**

You are entitled to 4 weeks' annual holiday leave. Your entitlement to long service leave, and other forms of leave, are as required by such law or industrial award or instrument as may be applicable from time to time.

6.6 **Superannuation**

Aristocrat will contribute an amount specified under superannuation laws from time to time into the superannuation fund referred to in the Schedule.

7. **TERMINATION OF SERVICES**

7.1 **Termination By Either Party**

Either You or Aristocrat may terminate this Agreement at any time by giving the other party 3 month's notice in writing. Aristocrat reserves the right to pay You an amount equivalent to Your remuneration that would have been earned during the 3 month notice period, in lieu of requiring You to continue to carry out Your duties during that period.

7.2 **Termination By Aristocrat**

Aristocrat is entitled by written notice to terminate Your employment and this Agreement, effective immediately, if You:

- (a) act in breach of clause 3 of this Agreement;
- (b) are guilty of misconduct in connection with Your duties without any reasonable cause;
- (c) are involved in any illegal business practices in connection with Aristocrat's Business, or if You misappropriate Aristocrat's property;
- (d) are convicted of any criminal offence, other than an offence which, in the reasonable opinion of Aristocrat, does not affect Your employment;
- (e) are convicted of a gaming related offence, or have been found to be a person who is unsuitable to hold a gaming related licence or be employed by the holder of a gaming related licence;

- (f) are unable to fulfill Your duties as a result of illness or mental disability, or either cause, for an aggregate period exceeding 3 months in any period of 12 months;
- (g) are continually and repeatedly absent from Your employment during normal working hours for reasons other than holiday leave, leave arising from sickness or disability, or other absences that are approved by Aristocrat; or
- (h) become a person whose affairs are liable to be dealt with under the laws relating to mental health.

7.3 Termination On Probity Grounds

Aristocrat may terminate Your employment, with immediate effect and with payment in lieu of notice in accordance with clause 7.1, if it receives advice or notification from any gaming related authority or commission that the continuation of Your employment would jeopardise any of Aristocrat's gaming related licences.

7.4 Return Of Property

On the date of termination, You must return to Aristocrat all Confidential Information, any computer software or hardware or programs provided to You by Aristocrat, any computer disks containing Aristocrat documentation, any other reports, records or documents of Aristocrat, artwork, diaries, accounts and papers of every description, any motor vehicle provided to You by Aristocrat, keys, security passes and all other company property.

7.5 Repayment Of Loans

Subject to any express agreement to the contrary, on termination of Your employment, all debts which You owe to Aristocrat must be repaid within 7 days, whether these debts are due to be repaid or not. You agree that by signing this Agreement, You irrevocably authorise Aristocrat to apply money to which You are entitled on termination, to repayment of any money You owe to Aristocrat at that date.

8. PERFORMANCE MANAGEMENT

- 8.1 As part of Your employment with Aristocrat, You will participate in the Aristocrat performance and development review in which Your individual job performance will be evaluated and assessed against the objectives and responsibilities of the position.
- 8.2 The performance and development review will be conducted on a formal basis at least annually.

9. PROTECTION OF ARISTOCRAT'S BUSINESS - WARRANTIES, OBLIGATIONS AND RESTRAINTS

9.1 Aristocrat has developed Aristocrat's Business over several decades. Aristocrat is an internationally recognised designer and developer of gaming machines. Aristocrat's Business is carried out throughout Australia and in over 40 countries throughout the world.

At the time of entering this Employment Agreement, Aristocrat enjoys approximately 55% of the Australian market share of operational gaming machines, and approximately 70% of the top 10 revenue earning gaming machines operating in Australia are designed, developed and manufactured by Aristocrat.

To maintain Aristocrat's Business, Aristocrat expends millions of dollars in research and development every year. In these circumstances, You acknowledge that the following warranties, obligations and restraints are reasonable.

9.2 Warranties By Employee

You warrant that at the date of commencement of employment, and during the term of this Agreement, You will not be directly or indirectly engaged, concerned or interested in any trade, business, company or occupation of any kind which is in competition, or potential competition, with the Business, Aristocrat or the Aristocrat Group.

9.3 Confidentiality

During the course of Your employment, You will have access to Confidential Information of Aristocrat and the Aristocrat Group. You agree that You will not (except in the normal course of Your employment) in any capacity (including as employee, independent contractor, consultant, principal, agent, director, joint venturer, partner, trustee, beneficiary) directly or indirectly, and either while an employee of Aristocrat, or after termination of such employment:

- (a) disclose Confidential Information; or
- (b) use or facilitate, or allow others to use, Confidential Information.

9.4 Restraint

You will not, for the period specified in the Schedule after Your employment with Aristocrat terminates:

- (a) within New South Wales or Sydney perform work or provide services in any capacity (including as employee, independent contractor, consultant, principal, agent, director, joint venturer, partner, trustee, beneficiary), directly or indirectly, for any person or entity that competes with Aristocrat's Business, and for the same period shall not carry on any business, either directly or indirectly, that so competes with Aristocrat;

- (b) perform work or provide services in any capacity (including as employee, independent contractor, consultant, principal, agent, director, joint venturer, partner, trustee, beneficiary), directly or indirectly, for any person in New South Wales or Sydney, and for the same period shall not carry on any business, either directly or indirectly, that so competes with Aristocrat in New South Wales or Sydney;
- (c) canvass, solicit or endeavour to entice away from Aristocrat any client or customer of Aristocrat, or any person, who at any time during the last 6 months of Your employment, or at the date of Your termination of Your employment, were or are clients or customers of Aristocrat, or in the habit of dealing with Aristocrat;
- (d) solicit, interfere with, or endeavour to entice away any employee of Aristocrat or the Aristocrat Group; or
- (e) counsel, or otherwise assist any person to do any of the acts referred to in paragraphs (a), (b) and (c) of clause 9.4.

9.5 Expanded And Developed Property

You acknowledge that all property (whether tangible or intangible) which is created, developed, expanded, added to and/or modified in any manner by You during Your employment is, and will remain, the sole and exclusive property of Aristocrat at all times during Your employment and following termination.

9.6 Notifications Of Inventions

You agree that You will inform Aristocrat of any inventions, designs, improvements or developments relating to Aristocrat's Business of which You become aware of during Your employment, whether or not they are necessarily developed by You during normal working hours. You agree to assist Aristocrat to obtain any patent, trade mark or design registrations to give Aristocrat title to the invention, design, improvement or development.

9.7 Assignment Of Intellectual Property

You agree that You hereby assign all Your right, title and interest to, and in, any property relating to the Business (whether tangible or intangible) which is created during Your employment, including any right to any designs, inventions, patents or other industrial or intellectual property.

9.8 Misrepresentation Following Termination

You undertake that You will not, after termination of Your employment, represent that You continue to be in any way connected with, or interested in, Aristocrat or the Aristocrat Group.

9.9 Obligations And Restraints Considered Reasonable

You acknowledge:

- (a) that the restraints in this clause 9 are reasonable in all the circumstances of Your employment, and You agree that they are necessary for the protection and maintenance of Aristocrat and Aristocrat's Business;
- (b) if any provision in this Agreement is found by a court of competent jurisdiction to be void or unenforceable, it shall be read down to the extent necessary to be valid or enforceable in that jurisdiction; and
- (c) if the whole or any part of a provision of this Agreement is otherwise void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this Agreement has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement, or is contrary to public policy.

9.10 Injunction

You acknowledge that Your failure to observe and perform the obligations and restraints in clause 9 may cause Aristocrat damage which is unable to be adequately assessed or compensated by damages. You agree that in these circumstances, Aristocrat may be entitled to seek an order for specific performance, an injunction restraining You from acting in breach of the restraints in clause 9, or any other equitable remedy available.

10. MISCELLANEOUS

10.1 Service Of Notices

- (a) All notices referred to in this Agreement must be sent by certified, registered or express mail, with postage prepaid or by hand delivery to the address referred in the Schedule, or to such other address supplied for the purpose of this clause.
- (b) All notices will be deemed to have been duly given or made:
 - (i) 3 days after being sent by mail with postage paid; or
 - (ii) when hand delivered.

10.2 Waiver

Failure or omission by either party, at any time, to enforce or acquire strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way, or the rights of a party to avail itself of the remedies it may have in respect of any breach of any provision.

10.3 **Proper Law**

This Agreement will be construed and applied, and will take effect as a contract made in New South Wales, and will be governed by, and must be performed according to, the law of New South Wales. The parties unconditionally submit to the exclusive jurisdiction of courts of that State, and courts entitled to hear appeals therefrom.

10.4 **Entire Agreement**

This constitutes the entire agreement between You and Aristocrat relating to Your employment. This Agreement supersedes all previous employment agreements, communications or representations, whether oral or written, with respect to Your employment.

10.5 **Variations**

This Agreement may not be changed or modified in any way following execution, other than by written agreement between Aristocrat and Yourself

10.6 **Assignment**

This Agreement may not be assigned by either party.

SIGNED AS AN AGREEMENT:

Signed on behalf of Aristocrat Leisure Industries Pty Limited by **Anthony Philip Gibbs, General Manager – Human Resources** in the presence of:

)
)
)
)





Signature of Witness

RICHARD WELSH

Name of Witness – Block Letters

485-113 DUNNING AVE

ROSEBERY

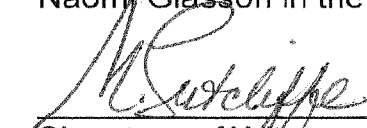
Address of Witness

HR ADMINISTRATOR.

Occupation of Witness

SIGNED SEALED AND DELIVERED by Naomi Glasson in the presence of:

)
)



Signature of Witness



NAOMI GLASSON

M. SUTCLIFFE

Name of Witness – Block Letters

77 Dunning Ave

ROSEBERY

Address of Witness

HR MANAGER - REP.

Occupation of Witness



SCHEDULE

Name : Naomi Galsson

Address : 83/1/29 Gumpendorferstr
VIENNA AUSTRIA 1060

Telephone Number : +43+1+595+4416

Facsimile Number : N/A

Position : Project Manager – Creative Development

Reporting To : Manager Projects & Administration, Surinder Golklane

Commencement Date : TBA

Probationary Period : 3 months

Total Remuneration Package : \$ [REDACTED] per annum to be paid monthly.
(inclusive of superannuation contributions)

Other Benefits : As set out in letter of offer dated 13th April, 2000.
In the event of any inconsistency between this
Agreement and the letter of offer, this
Agreement shall prevail.

Leave Entitlements : As per relevant acts, relevant awards or industrial
instruments.

Superannuation Fund : Aristocrat Staff Superannuation Plan
7% non-contributory.

Restraint Period : 6 months

Aristocrat : Aristocrat Leisure Industries Pty Limited

Address : 71 Longueville Rd
LANE COVE NSW 2066

Telephone Number : (02) 9413 6300

Facsimile Number : (02) 9420 1348

25th May, 2005

Dear Natalie,

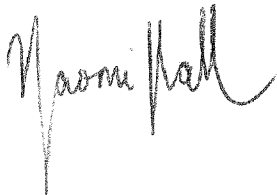
RE: CHANGE OF NAME NOTIFICATION

I have changed my name to my married name and would like to update Aristocrat records to reflect this.

Current Name: NAOMI GLASSON
New Name: NAOMI HALL

Attached is my marriage certificate.

Regards,
Naomi Hall

A handwritten signature in cursive script that reads "Naomi Hall". The signature is written in dark ink and is positioned below the typed name "Naomi Hall".

Change of Name Notification.doc

PATENT
REEL: 022491 FRAME: 0720



NEW SOUTH WALES

BIRTHS, DEATHS AND MARRIAGES REGISTRATION ACT 1995

REGISTRATION NUMBER

23574/2003

MARRIAGE CERTIFICATE

1 MARRIAGE	Date Place	11 October 2003 Hazelhurst, Kingsway, Gymea, NSW
2 BRIDEGROOM	Family Name Christian or Given Name(s) Occupation Place of Residence Conjugal status Place of Birth Date of Birth Age Father's Name Mother's Maiden Name	HALL James Mathew Video Graphics Programmer 9/7-13 Taylor Cl Miranda Never Validly Married Caringbah, NSW 01/01/1975 28 Vernon Godfrey HALL Carolyn Moya GERARD
3 BRIDE	Family Name Christian or Given Name(s) Occupation Place of Residence Conjugal status Place of Birth Date of Birth Age Father's Name Mother's Maiden Name	GLASSON Naomi Game Designer 9/7-13 Taylor Cl Miranda Never Validly Married Moonee Ponds, VIC 30/12/1971 31 Alan Raymond GLASSON Aileen Joan REDDING
4 CELEBRANT	Name	Brian Maxwell Loomes
5 RITES		Marriage Act 1961
6 WITNESSES	Name Name	Daniel SHORTEN Annalise BONNICI
7 REGISTERING AUTHORITY	Name Date	Trevor Stacey, Registrar 16 October 2003
8 ENDORSEMENT(S)		

Before accepting copies, sight unaltered original. The original has a coloured background.



REGISTRY OF BIRTHS
DEATHS AND MARRIAGES

SYDNEY

16 Oct 2003

I hereby certify that this is a true copy of particulars recorded in a Register in the State of New South Wales, in the Commonwealth of Australia

[Signature]
Registrar

PATENT

RECORDED: 04/01/2009

REEL: 022491 FRAME: 0721