

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Exclusive Patent License Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Seven Generations, LLC	01/26/2010
RECEIVING PARTY DATA	
Name:	WaSioux, Inc.
Street Address:	103 Oak Street
City:	Buffalo Gap
State/Country:	SOUTH DAKOTA
Postal Code:	57722
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	07009268
Patent Number:	7584968
Application Number:	11348994
CORRESPONDENCE DATA	
Fax Number:	(415)986-8054
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415 875 3266
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Correspondent Name:	Gordon & Rees, LLP
Address Line 1:	275 Battery Street
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Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	BDCGM 1037912
NAME OF SUBMITTER:	David R. Heckadon
Total Attachments: 14 source=BDCGM1037912ExclusivePatentLicenseAgreement#page1.tif	

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EXCLUSIVE PATENT LICENSE AGREEMENT

This Exclusive Patent License Agreement (sometimes hereinafter referred to as "LICENSE" and/or "AGREEMENT") is made and entered into on this _____ day of _____ 2010, ("Effective Date") by and between Seven Generations, LLC, a South Dakota limited liability company, having its principal place of business at 103 Oak Street, Buffalo Gap, SD 57722, hereinafter referred to as "Seven Generations" and WaSioux, Inc., a South Dakota corporation, having its principal place of business at 103 Oak Street, Buffalo Gap, SD 57722, hereinafter referred to as "WaSioux."

Whereas, Seven Generations represents and warrants to WaSioux that Seven Generations owns all rights, title and interest in, to, and under the following patents:

	Application/ Serial/ Publication/ Issued No.	Filing/ Publication/ Issued Date	Title	Inventors
1	People's Republic of China, Application no. 200780018401.8 (corresponding to International Application no. PCT/US2007/009268)	10/17/2008	POKER GAME AND APPARATUS FOR PLAY THEREOF	Darrell Campbell, David J. Richards, Spencer C. Peterson
2	European Application no. 07755516.7	11/04/2008	POKER GAME AND APPARATUS FOR PLAY THEREOF	Darrell Campbell, David J. Richards, Spencer C. Peterson
3	Macau Extended Patent Application no. J/292 (corresponding to International Application no. PCT/US2007/009268)	10/15/2008	POKER GAME AND APPARATUS FOR PLAY THEREOF	Darrell Campbell, David J. Richards, Spencer C. Peterson
4	United States Patent 7,584,968	09/01/2006	POKER GAME AND APPARATUS FOR PLAY THEREOF	Darrell Campbell, David J. Richards, Spencer C. Peterson

	Application/ Serial/ Publication/ Issued No.	Filing/ Publication/ Issued Date	Title	Inventors
5	Canadian Application no. 2,553,167	09/03/2006	BIASED CARD DEAL	Darrell Campbell, David J. Richards, Spencer C. Peterson
6	United States Patent Application no. 11/348,994	02/13/2006	BIASED CARD DEAL	Darrell Campbell, David J. Richards, Spencer C. Peterson

Whereas WaSioux wishes to obtain an exclusive license under said PATENTS upon the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and conditions contained herein the parties agree as follows:

I. Definitions

As used herein, the terms "PATENT APPLICATIONS" and "PATENTS" as referred to above specifically mean the following PATENTS, together with and including any predecessor PATENT, reissues, reexaminations, or extensions thereof:

	Application/ Serial/ Publication/ Issued No.	Filing/ Publication/ Issued Date	Title	Inventors
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4	United States Patent 7,584,968	09/01/2006	POKER GAME AND APPARATUS FOR PLAY THEREOF	Darrell Campbell, David J. Richards, Spencer C. Peterson
5	Canadian Application no. 2,553,167	09/03/2006	BIASED CARD DEAL	Darrell Campbell, David J. Richards, Spencer C. Peterson
6	United States Patent Application no. 11/348,994	02/13/2006	BIASED CARD DEAL	Darrell Campbell, David J. Richards, Spencer C. Peterson

As used herein, the term "PATENT LICENSED TERRITORIES" means the United States, Canada, Europe, Macau, China, and any countries in which Seven Generations elects to obtain patent protection.

As used herein, the term "PATENTED PRODUCTS" means: (1) all products manufactured, used, or sold, in the patent licensed territories, that are covered by or read on any claim of the PATENTS; or (2) any component of the invention claimed in the PATENTS that is made, adapted or suitable for use in such invention.

As used herein the term "SELLING PRICE," for purposes of computation of

royalties due hereunder means the gross invoice selling price less freight costs of the PATENTED PRODUCTS, and less only accepted returns, refunds, exchanges, and trade discounts given for volume sales and only as itemized on WaSioux's actual invoice.

PATENTED PRODUCTS shall be considered sold upon the first occurrence of: (1) if sold on open account, when delivered to the purchaser, or to a common carrier and consigned to the purchaser; or (2) when paid for and invoiced, if paid in advance of delivery; or (3) if sold on consignment, when paid for or when released from consignment.

II. Grant of License of Patent Rights

Seven Generations hereby grants an exclusive, non-transferrable License to WaSioux to manufacture, use, or sell PATENTED PRODUCTS subject to the terms and conditions set forth in this AGREEMENT.

This license specifically includes any improvements or developments of PATENTED PRODUCTS by Seven Generations.

III. Trade Secret Know-How and Show-How Information

Upon execution of this AGREEMENT, Seven Generations shall furnish and provide to WaSioux trade secret information ("TRADE SECRETS") relating to the design and manufacture of the PATENTED PRODUCTS which are provided as further consideration under this AGREEMENT.

WaSioux herein acknowledges receipt of said TRADE SECRETS information.

IV. Consultation

A qualified Seven Generations representative shall be available at all reasonable times for consultation about design, manufacture, sales, or any other topic related to the PATENTED PRODUCTS.

WaSioux will consult with a designated Seven Generations representative, about any design changes to the PATENTED PRODUCTS. No design changes to the PATENTED PRODUCTS shall be made without approval of a designated Seven Generations representative.

V. Patent Prosecution

Seven Generations will have the obligation to continue prosecution, at Seven Generations' expense, of the previously-filed PATENT APPLICATIONS only.

Seven Generations shall have the obligation to pay any fees, including maintenance fees, necessary to uphold the enforceability of the PATENTS.

New patent applications, continuation, continuation-in-part, reexamination, or reissue applications may be filed at Seven Generations' discretion. Seven Generations shall have the right to choose in which countries to pursue patent rights.

VI. Improvements

Any improvements to the PATENTED PRODUCTS or PATENTS developed by WaSioux shall be assigned to Seven Generations. Seven Generations shall have the sole option to pursue patent protection for any such improvements. WaSioux shall not be allowed to pursue patent protection for any such improvements in any country. WaSioux shall require any inventors of such improvements to execute any documents required for Seven Generations to obtain patent protection.

VII. License Term

This Agreement is for an initial term commencing on the effective date identified above and continuing for five years from that effective date.

VIII. Renewal Terms

This Agreement may be renewed in consecutive five year increments provided WaSioux is in compliance with the terms of this agreement and further provided that 1) WaSioux notifies Seven Generations of its intention to renew six months before the end of the contract period and 2) WaSioux provides proof of insurance.

IX. Sublicensing

WaSioux agrees that it will not: (1) assign any rights; or (2) issue any license, sublicense, grant, or other authorization of any kind; or (3) transfer any working rights

under the PATENTS or the TRADE SECRETS to any third party, except as agreed to in writing by Seven Generations.

X. Best Efforts

WaSioux agrees to use its best efforts to promote the sale of the PATENTED PRODUCTS. WaSioux agrees to maintain sales personnel and to exert its best efforts toward promoting the sales of the PATENTED PRODUCTS.

XI. Royalty Rates

WaSioux shall pay to Seven Generations a royalty on the manufacture, sale, or use, in the LICENSED TERRITORIES, of the PATENTED PRODUCTS during the term of this AGREEMENT. Said royalty shall be paid in U.S. currency, and at a rate of 5% of the SELLING PRICE of the PATENTED PRODUCTS.

Said royalty shall be paid on or before the 28th day following the close of each calendar quarter following execution hereof. Under no circumstances shall WaSioux be entitled to repayment of any royalty amounts paid by WaSioux.

In addition to the other remedies set forth in this AGREEMENT, in the event WaSioux shall make said royalty payment after the due date as provided above, WaSioux shall pay interest to Seven Generations at the rate of 10 percent (10%) per year on the balance due until said payment is made. Payment or acceptance of such interest payment shall not constitute a waiver by either party of that or any of the rights or remedies set forth in this AGREEMENT.

Seven Generations shall not assert, pursue or enforce any claim for infringement of the PATENTS against WaSioux, any supplier to or manufacturer for WaSioux, or any direct or indirect customer of WaSioux for using or selling PATENTED PRODUCTS upon the condition that the proper royalty for such LICENSED PRODUCT and/or component thereof has been paid.

XII. Royalty Reports

WaSioux shall keep full and accurate accounts showing the model, quantity, and SELLING PRICE of PATENTED PRODUCTS manufactured, used or sold under this

AGREEMENT. Each calendar quarter, simultaneously with the obligation of the royalty payment and, whether or not any sales of the PATENTED PRODUCTS have been made by WaSioux, WaSioux shall make a full accounting to Seven Generations for the relevant period as to the quantity sold of the PATENTED PRODUCTS, their actual SELLING PRICE, and any claimed discounts that relate to the sale of the PATENTED PRODUCTS, together with such other information that is reasonably necessary to report and understand such sales. Said royalty report and accounting shall be certified as being true and accurate by an officer of WaSioux.

Further, all books, entries and accounts made and kept by WaSioux that may serve to indicate the model, price, discounts, and quantity of PATENTED PRODUCTS manufactured, used, or sold under this AGREEMENT shall at all reasonable times be open to inspection or audit by Seven Generations or its agents for a period of not less than two years. In the event such an audit shall disclose a discrepancy in the amount of royalties due or paid to Seven Generations of more than three percent (3%), the cost of the audit shall be borne by WaSioux. Any amount overpaid shall be credited against the next payments due. Any amount underpaid shall be paid within five days of notice thereof, together with any interest due on the unpaid balance.

XIII. Infringement of Licensed PATENTS

Seven Generations shall have the right of infringement against any third party for infringement of the LICENSED PATENTS. WaSioux shall provide Seven Generations with such assistance, materials, books, records, or other items which may be reasonably necessary in any litigation and at the request of Seven Generations, and at Seven Generations' costs and expense. WaSioux agrees to notify Seven Generations of any products made, used or sold by third parties that WaSioux believes may infringe any of the claims of the LICENSED PATENT. In the event Seven Generations decides not to pursue an infringing third party, WaSioux shall have the option of pursuing the infringing party, at WaSioux's cost and expense, and any monetary recovery shall be to WaSioux's benefit. Seven Generations shall provide assistance reasonably necessary in any such litigation and at the request of WaSioux and at WaSioux's cost and expense.

XIV. Infringement of Third Party's PATENT

The parties hereby recognize that, as with any product, there is a risk that the manufacture, use or sale of a product by WaSioux may infringe the patent or other intellectual property rights of a third party.

Seven Generations makes no warranty expressed or implied, nor any representations, regarding whether the manufacture, use or sale of the PATENTED PRODUCTS by WaSioux infringes, now or in the future, any such rights of third parties.

Seven Generations does not, and shall not, indemnify WaSioux, nor hold WaSioux harmless, nor is Seven Generations obligated to defend WaSioux, from any action taken by third parties relative to the infringement of any patent, copyright, trademark or other intellectual property right, or any unfair trade practice, resulting from the exercise or use by WaSioux of any right granted hereunder.

Seven Generations, at its own expense, shall have the right to intervene at any such action brought by or against WaSioux to defend any allegation of invalidity of its patent or trademark.

Seven Generations shall provide WaSioux with such assistance, materials, books, records, or other items which may be reasonably necessary in any litigation and at the requests of WaSioux, and at WaSioux's costs and expense.

XV. Patent Marking

WaSioux shall clearly mark all the PATENTED PRODUCTS it manufactures, uses or sells with the proper patent legend. All literature and advertising material referring to the PATENTED PRODUCTS and published by or on behalf of WaSioux shall bear an appropriate patent legend.

XVI. Default

In the event of any default by either party of any obligation under this AGREEMENT, the other party may give the defaulting party written notice of its intention to terminate this LICENSE on a date not earlier than sixty (60) days following such notice, stating in such written notice the default of this AGREEMENT that is alleged to have been made. Unless the defaulting party, within said period shall remedy

such default, the notifying party may terminate this AGREEMENT by serving upon said defaulting party a written notice of such termination.

In the event either party waives its right to terminate this LICENSE due to a default of any provision of this AGREEMENT, such waiver shall not be construed as a continuing waiver of any subsequent default of that or any other provision of this AGREEMENT.

XVII. Limitation on WaSioux

WaSioux herein acknowledges: (1) the validity of the PATENTS; (2) Seven Generations as the exclusive owner of the PATENTS, TRADE SECRETS, and the subject matter of the PATENTS; and (3) the novelty, utility, nonobviousness and patentability of the subject matter of the PATENTS. WaSioux does not and will not now or at any time hereafter, contest said validity, inventorship, title, or patentability of the PATENTS.

The parties agree that the PATENTS, throughout its term and for all purposes, shall be deemed in force and valid unless declared invalid.

XVIII. Patent Invalidity

In the event either (1) any PATENT(s) and all PATENTS that become the subject of this AGREEMENT are declared invalid or unenforceable by a court of competent jurisdiction from which no appeal or further appeal is taken or is possible, or (2) the claims of the PATENT(s) and all PATENTS that become the subject of this AGREEMENT are found by such court to be of insufficient scope to cover the products manufactured, used or sold by WaSioux, or (3) a final rejection of any application for all PATENTS that become the subject of this AGREEMENT is made by the U.S. Patent and Trademark Office (or corresponding foreign patent office) for which no appeal or further appeal is taken or is possible or, (4) upon the expiration of all of the PATENTS, then this LICENSE and the royalty as provided in Paragraph XI, "Royalty Rates," shall continue based upon the transfer and disclosure of the TRADE SECRETS as provided in Paragraph III above. Such continuing royalty shall be reduced to 50% of that otherwise due. Under no circumstances shall WaSioux be entitled to repayment by Seven

Generations of any payments made to it by WaSioux.

XIX. Effect of Termination of the License

Upon the termination of this AGREEMENT for default, as provided herein, Seven Generations shall have the right but not the obligation to terminate this AGREEMENT by written notification to WaSioux at any time following WaSioux's failure to cure the default as provided for in Paragraph XVI above. Upon termination, for any reason, including but not limited to default, breach or voluntary termination, WaSioux shall immediately cease and desist its manufacture, use and/or sale of PATENTED PRODUCTS.

Termination of the license shall not relieve the parties of the obligations under this AGREEMENT that were incurred prior to such termination, and shall not impair any of the parties rights that accrued prior to such date. Any and all accrued royalties outstanding at the time of said termination shall be paid by WaSioux to Seven Generations within thirty (30) days of such termination, and said payment shall be accompanied by a full and final accounting. In no event shall termination of this LICENSE entitle WaSioux to repayment of monies of any kind.

XX. Warranties

Seven Generations and WaSioux each warrants that they have the right to enter into this AGREEMENT. Seven Generations makes no other warranties, expressed or implied.

XXI. Assignment of Agreement

The rights and obligations of WaSioux shall not, can not and may not be assigned or transferred in any matter without the prior written discretionary consent of Seven Generations except that WaSioux may transfer its rights and obligations under this AGREEMENT with the sale of WaSioux's entire business, provided that such buyer contemporaneously accepts, in writing, all rights and obligations of WaSioux hereunder.

Seven Generations may assign all of its rights under this AGREEMENT, provided such assignee shall agree in writing to accept the obligations of Seven Generations

hereunder.

It is understood that any such assignments as provided herein shall not relieve the parties of their obligations hereunder.

XXII. Maintenance of Patent

If a PATENT expires before the expected term because Seven Generations has not paid a maintenance fee in due time, and if late payment of the maintenance fee is accepted by the U.S. Patent and Trademark Office (or the corresponding foreign patent office), no royalties shall be payable by WaSioux to Seven Generations for PATENTED PRODUCTS sold by WaSioux between the date when the maintenance fee was due and the date when the late payment of the maintenance fee was accepted in the U.S. Patent and Trademark Office (or the corresponding foreign patent office) except the reduced royalty obligations of Paragraph XVIII shall continue.

XXIII. Hold Harmless

WaSioux shall indemnify and hold Seven Generations harmless against any claims or suits which arises from WaSioux's manufacture, promotion, distribution sale, or use, of PATENTED PRODUCTS or which arises out of the conduct of WaSioux's business or which relates to PATENTED PRODUCTS. Such legal action shall include but not be limited to actions involving product or business liability. WaSioux shall provide Seven Generations with proof of insurance acceptable to Seven Generations (hereinafter referred to as "PROOF OF INSURANCE") in excess of \$1,000,000 general and product liability for any and all liability which arises out of or relates to WaSioux's sale of PATENTED PRODUCTS. Such proof shall be provided to Seven Generations upon execution hereof and with each renewal hereof. Seven Generations shall be a named insured under WaSioux's insurance policies.

XXIV. WaSioux's Stock on Hand at Termination

WaSioux shall have the right for a period of not more than ninety (90) days after date of termination to liquidate existing inventories of PATENTED PRODUCTS where no other reasonable commercial use for such product is available and provided Licensee

pay Licensor one additional royalty payment of twenty-five (25%) percent of the SELLING PRICE. After such 90 day period, such inventory must be destroyed.

XXV. Final Statement

Upon termination of this Agreement, for any cause, WaSioux shall, within 30 days, deliver to Seven Generations, a statement indicating the number and description of WaSioux inventory of any PATENTED PRODUCTS. Seven Generations shall have the right to conduct a physical inventory, during normal business hours, to verify such statement.

XXVI. Disputes: Arbitration

Any controversy or claim arising out of or relating to this AGREEMENT, or a breach, default, termination, enforcement or interpretation thereof, including any dispute relating to patent validity or infringement arising under this AGREEMENT or any obligation continuing after termination such as, payment, reports and obligations not to make, use or sell the PATENTED PRODUCT, shall be settled by arbitration in accordance with the rules of the American Arbitration Association before a three member panel. This arbitration to be held in the county of Buffalo Gap, South Dakota. This AGREEMENT shall be enforceable and judgment upon any award rendered by the arbitrator(s) shall be binding and may be entered in any State or Federal court having jurisdiction. The parties agree that the panel shall have rights to enjoin the parties and to specifically enforce obligations under this AGREEMENT. The parties shall have the rights of discovery, as authorized by the panel, pursuant to the Federal Rules of Civil Procedure.

In the event a dispute occurs between the parties regarding the AGREEMENT or the PATENT, then all royalty payments by WaSioux to Seven Generations shall continue uninterrupted for such time as such dispute continues and until such time as this AGREEMENT is terminated as provided herein.

XXVII. Remedy for Unauthorized Use of Licensed PATENTS

WaSioux acknowledges that Seven Generations has no adequate remedy under

this Agreement or at law in the event that WaSioux were to use the LICENSED PATENTS in a manner not authorized by this Agreement and that Seven Generations would, in such circumstances, be entitled to injunctive or other equitable relief, including interlocutory and preliminary injunctive relief. WaSioux also acknowledges that Seven Generations' rights and remedies under this Agreement and under the law are intended to be cumulative, and not mutually exclusive.

XXVIII. Severability

If any term, provision, covenant or condition of this AGREEMENT is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

XXIX. Governing Law

This AGREEMENT shall be construed and interpreted and its performance shall be governed by the substantive laws of the United States and State of South Dakota, USA.

XXX. Notices in Writing

All notices required by this AGREEMENT shall be sufficient if given in writing and if delivered personally or sent by first class mail, postage prepaid. Notice shall be deemed to have been given on the date of service if personally served or four (4) days after mailing if mailed.

Such notices shall be made to the below addresses and numbers of the parties principal offices until such time as such addresses and numbers are changed by notice in writing:

Seven Generations, LLC
103 Oak Street
Buffalo Gap, SD 57722

WaSioux, Inc.
103 Oak Street
Buffalo Gap, SD 57722

XXXI. Integration.

This AGREEMENT embodies all of the understandings and agreements between

the parties hereto concerning the PATENTS, the TRADE SECRETS, and the PATENTED PRODUCTS wholly and completely supersedes in all respects any understanding or negotiations as it relates to the PATENTS, the TRADE SECRETS, and the PATENTED PRODUCTS. This AGREEMENT may be changed only by an agreement in writing, signed by both parties. This AGREEMENT (or provision) shall not be interpreted for or against either party because such party participated in the drafting of such AGREEMENT or provision.

XXXII. Counterparts

This agreement may be executed in the respective counterparts and combined to form one original document.

XXXIII. Construction

This Agreement shall not be construed against any party due to that parties participation in the drafting of this agreement

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Seven Generations, Inc.

Dated: 1/26/10


President, Seven Generations, LLC

WaSioux, Inc.

Dated: 1/26/10


President, WaSioux, Inc.