

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IGT	05/10/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The United States Playing Card Company
<b>Street Address:</b>	300 Gap Way
<b>City:</b>	Erlanger
<b>State/Country:</b>	KENTUCKY
<b>Postal Code:</b>	41018
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10902436
Application Number:	10885875
Patent Number:	7390256
Patent Number:	6638161
Patent Number:	7686681
Patent Number:	7537216
Application Number:	11519244
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(561)912-4182
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	561-912-4395
<b>Email:</b>	jmeehan@jarden.com
<b>Correspondent Name:</b>	Seth M. Blum
<b>Address Line 1:</b>	2381 Executive Center Drive
<b>Address Line 4:</b>	Boca Raton, FLORIDA 33431
<b>ATTORNEY DOCKET NUMBER:</b>	JARCAR-2-6936

CH \$280.00 10902436

**501618975**

**PATENT**  
**REEL: 026712 FRAME: 0521**

NAME OF SUBMITTER:

Seth M. Blum

**Total Attachments: 8**

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## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of April \_\_, 2011, (the "Effective Date") by and between The United States Playing Card Company, a Delaware Corporation, having a principal place of business at 300 Gap Way, Erlanger, Kentucky 41018 ("USPC") and IGT, a Nevada corporation having a principal place of business at 9295 Prototype Drive, Reno, Nevada 89521 ("IGT").

WHEREAS, IGT is the owner of the Patents (as defined below), and desires to grant, convey, sell, assign, transfer, and deliver to USPC all of IGT's rights, title and interest in and to the Patents; and

WHEREAS, USPC desires to accept from IGT, all of IGT's rights, title, and interest in and to the Patents, according to the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree, intending to be legally bound, as follows:

### I. DEFINITIONS

As used in this Agreement

- 1.1 "Patents" means those patents and patents application listed in Attachment A (the "Listed Patents") and any and all patents, patent applications, and provisional applications that provide priority to any of the Listed Patents and patents and patent applications that receive priority from any of the Listed Patents (the "Secondary Patents), to the extent that any patents and patent applications that include additionally subject matter not present in the Listed Patents shall be expressly excluded from Secondary Patents.
- 1.2 "Bally Agreement" means the Exclusive License Agreement between, ARL, Inc., Richard Soltys and Bally Gaming, Inc. entered in August 2005, a copy of which is provided in Attachment B.

## 2.0 ASSIGNMENT OF PATENTS

- 2.1 IGT hereby irrevocably grants, conveys, sells, assigns, transfers, and delivers to USPC, its successors and assignee, all of IGT's rights, title and interest throughout the world in and to the Patents, subject to the Bally Agreement, and all claims for damages and equitable relief by reason of past infringement of any of the above, with the right to sue for and collect the same for its own account. As a condition to the payment of consideration, IGT shall contemporaneously herewith execute and have notarized the Assignment form provided in Attachment C.
- 2.2 IGT shall provide support and cooperation to USPC to enable USPC to further prosecute and/or exploit any and all the Patents and to defend and enforce such Patents. USPC shall reimburse IGT, as applicable, for all reasonable out-of-pocket expenses incurred by IGT in providing USPC requested and pre-approved support.
- 2.3 IGT shall further execute and deliver all such deed and instruments and to take or cause to be taken such further or other action as is reasonably necessary or desirable in order to vest in and confirm to USPC titled and possession of the Patents.
- 2.4 IGT hereby assigns and transfers, and USPC hereby accepts and assumes the Bally Agreement, together with all the right and obligations there under. It is understood that such assignment and transfer includes the "Notice of Termination of Exclusive ARL Patent License and Discontinuation of Minimum License Fee" notice provided by Bally Gaming, Inc. to ARL, Inc. in a letter dated August 22, 2007 (the "Bally Letter"), which discontinues payment of the Minimum License Fees (as the term is used in the Bally Agreement), and terminates the exclusive nature of the license. A copy of the Bally Letter is included in Attachment D.

## 3.0 CONSIDERATION

- 3.1 As consideration for IGT's grant, assignment, covenants, support, cooperation representation, and warranties herein, USPC hereby agrees, subject to the conditions noted in Section 2, to pay and deliver to IGT Three Hundred Thousand Dollars (\$300,000.00 USD) within 10 business days of the Effective Date. All payments shall be made pursuant to payment instructions provided by IGT to USPC in writing.

Funds should be wired to the following IGT account:

Account Name: IGT Operating  
Account Number: 4159559913  
Bank Name: Wells Fargo Bank N.A.  
Bank ABA: 121000248

- 3.2 USPC agrees to grant and hereby grants to IGT, upon execution of this Agreement, a royalty free, non-exclusive, non-transferable license, having no rights to sub-license, in the Patents, where IGT agrees not to develop, manufacture, or sell any product(s) utilizing or covered by the Patents for a period of two (2) years from the Effective Date.
- 3.3 USPC agrees to reimburse IGT for the pre-approved reasonable out of pocket costs in the continued prosecution of European Patent Application No. EP02723229.7, specifically, in the national filings of European Patent Application No. EP02723229.7 in Austria, Greece, Germany, France, Italy, Spain, and United Kingdom.

#### 4.0 REPRESENTATIONS AND WARRANTIES

- 4.1 IGT represents and warrants that, subject to the Bally Agreement, IGT is the exclusive owner of all rights, title, and interest in and to (free and clear of all liens, claims, or encumbrances) each of the Patents and has the exclusive rights to use, sell, license, assign, transfer, convey, dispose of or otherwise commercially exploit such Patents.
- 4.2 IGT represents and warrants that IGT is the Assignee of certain rights, title, and interest in the Bally Agreement from ARL, Inc., and that such certain rights, title, and interest are fully assignable and transferrable to USPC, that such assignment shall be effective upon the Effective Date, and that USPC as thereafter possess all such certain rights, title, and interest derived therefrom.
- 4.3 IGT represents and warrants that IGT is duly incorporated and validly exists under the laws of Nevada and has the full corporate power and authority to execute and deliver this Agreement and perform its obligations hereunder. The executed, delivery, and performance of this Agreement has been duly and validly authorized by IGT, and upon execution and delivery, this Agreement constitutes the valid and binding agreement of each party enforceable against it in accordance with its terms.

- 4.4 IGT represents and warrants:
- 4.4.1 that each of the Patents is in compliance with all formal legal requirements (including payment of filing, examination and maintenance fees) unless otherwise identified in Attachment A;
  - 4.4.2 that, except for the Bally Agreement, IGT has not granted, nor to the knowledge of IGT has any third party granted, any right interest, license or sublicense under the Patents for use by any third party;
  - 4.4.3 that neither IGT nor, to the knowledge of IGT, any other party has received any threat, demand, or notice of claim from a person asserting that the Patents are invalid or that the use of the Patents constitutes any infringement, interference, violation, misappropriation, breach or wrongful use of the intellectual property rights of any other person, and neither IGT nor any other person is a party to any proceeding, suit, action or order restricting in any manner the use, transfer, or licensing by IGT or any of the Patents, or which affects or could affect the validity, use, or enforceability of the Patents by IGT.
- 4.5 If IGT discovers, through a person(s) with knowledge of the Patents, the technology of the Patents, or products covered by the Patents, that any of the Patents are likely infringed, it shall immediately communicate the details to the USPC. USPC, as licensor and owner of the Patents, shall have the right, but not the obligation, to take whatever action it deems necessary, including the filing of lawsuits to protect the rights of the parties to this Agreement and to stop such infringement. IGT, as licensee of the Patents, agrees to cooperate with USPC on such action including by joining such action as a party if required, but all expenses shall be borne by USPC. If USPC recovers any damages or compensation for any actions it takes, USPC shall retain 100% of such damages.

## 5.0 INDEMNIFICATION

- 5.1 IGT shall defend, indemnify and hold USPC and its officers, directors, shareholders, employees, and agents harmless from any and all damages, costs and expenses (including attorneys' fees and expenses) arising from any third-party claim, suit or proceeding against USPC to the extent such claims, suit, or proceeding arise out of IGT's breach of any representation, warranty, or covenant made by IGT herein.

5.2 IGT shall defend, indemnify and hold USPC and its officers, directors, shareholders, employees, and agents harmless from any and all damages, costs and expenses (including attorneys' fees and expenses) arising from any third-party claim, suit or proceeding against USPC to the extent such claim, suit, or proceeding arises out of IGT's use of the Patents, except to the extent that such a claim is a claim of infringement of the Patents by a third party to which USPC has licensed or assigned the Patents.

#### 6.0 CHOICE OF LAW, VENUE, AND JURISDICTION

6.1 **Choice of Law** This Agreement shall be deemed to have been accepted and executed in Delaware. This Agreement shall be construed in accordance with, and all disputes between the parties arising out of or relating to this Agreement shall be governed by, the laws of the State of Delaware, without regard to any choice of law principles.

#### 7.0 CONFIDENTIAL INFORMATION

Neither party shall, without the other party's prior written consent, disclose to any third party any confidential business information and any business term of or relating to this Agreement, and IGT shall not disclose to any third party the unpublished Patents, if any, in whole or in part, while they remain unpublished the business terms and unpublished applications being collectively "Confidential Information"). Neither party shall have any obligation with respect to any portion of Confidential Information which: a) is or later becomes generally available to the public through publication or the like, through no fault of either party. Nothing in this section shall preclude a party from complying with any validly issued subpoena, document request, deposition notice, court order, stock exchange rule or other legal document seeking the disclosure of Confidential Information.

#### 8.0 MISCELLANEOUS

8.1 **No Agency:** Nothing in this Agreement shall be construed or interpreted as creating an agency, joint venture, partnership, or any fiduciary relationship between IGT and USPC.

8.2 **Third Party Beneficiary:** Except as set forth herein, this Agreement will not confer any rights or remedies on any other person other than the parties hereto and the respective successors and permitted assigns.

8.3 **Merger and Integration:** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and

supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof. No representations, warranties, covenants, promises, or undertakings have been made by or to any party other than those expressly contained in this Agreement. The English language version of this Agreement shall be the only version and shall control and govern.

- 8.4 **Amendment:** None of the provisions of this Agreement may be waived or modified except in a written agreement signed by both parties. The failure of either party to require performance at any time under this Agreement shall not be deemed a waiver of any rights and shall not deprive that party of its right to require performance thereafter.
- 8.5 **Headings:** Headings are for convenience only and shall not be used to construe or affect the meaning or interpretation of this Agreement.
- 8.6 **Severability:** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining provisions shall remain in full force and effect and shall be interpreted so as to give effect to the intentions of the parties.
- 8.7 **Binding on Permitted Successors and Assigns:** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective permitted successors and assigns.
- 8.8 **Notice:** Unless otherwise provide herein, all notice or other communication that are requires or permitted under this Agreement shall be in writing and shall be sent by Federal Express or their reliable overnight courier to the appropriate party addressed as follows:

If to USPC

Phil Dolci  
The United States Playing Card Company  
300 Gap Way  
Erlanger, KY 41018

With copies to:

Jarden Corporation  
2381 Executive Center Drive  
Boca Raton, FL 33431  
Attn: EVP & General Counsel

If to IGT

T. Rao Coca  
Vice President Legal  
IGT  
6355 South Buffalo Drive  
Las Vegas, NV 89113

With copies to:

Legal Department  
Ken Creighton  
IGT  
9295 Prototype Drive  
Reno, NV 89521

IN WITNESS WHEREOF, the parties have executed this Agreement through duly authorized representatives as of the dates set forth below.

Dated: May 10, 2011

Dated: May 5<sup>th</sup> 2011

IGT

THE UNITED STATES PLAYING CARD  
COMPANY

*T. Rao Coca*

*Phil Dole*

(SIGNATURE)

(SIGNATURE)

T. Rao Coca

*Phil Dole*

(NAME)

~~Vice President~~  
Legal/Intellectual Property

(TITLE)

*CEO*

(TITLE)

SCHEDULE A

COUNTRY	STATUS	APPLICATION No.	PATENT No.
Australia	Abandoned	2004261251	
European Patent Convention	Abandoned	EP02739300.8	
European Patent Convention	Abandoned	EP04794653.8	
European Patent Convention	Abandoned	EP04779561.2	
Canada	Pending	2439013	
Canada	Published	2460850	
Canada	Published	2541377	
Canada	Abandoned	2534247	
United States of America	Published	10/902436	20050116417
European Patent Convention	Published	EP02725229.7	
Australia	Abandoned	2002311957	
United States of America	Published	10/885875	20040259618
United States of America	Granted	10/017276	7390256
United States of America	Granted	10/017277	6638161
United States of America	Granted	11/437590	7686681
United States of America	Granted	10/962166	7537216
United States of America	Expired	60/296866	
United States of America	Expired	60/509802	
United States of America	Expired	60/543856	
United States of America	Expired	60/491359	
United States of America	Published	11/519244	20070004500
Patent Cooperation Treaty	Inactive	PCT/US2002/005523	
Patent Cooperation Treaty	Inactive	PCT/US2002/015885	
Patent Cooperation Treaty	Inactive	PCT/US2004/024547	
Patent Cooperation Treaty	Inactive	PCT/US2004/033368	
Australia	Granted	2002254022	2002254022
Australia	Granted	2004280258	2004280258
Australia	Granted	2008201507	2008201507
China (People's Republic)	Granted	200480033251.4	ZL 200480033251.4
China (People's Republic)	Pending	02807127.1	
China (People's Republic)	Pending	02815461.4	
China (People's Republic)	Pending	200480028073.6	
Singapore	Abandoned	200602321-2	
Singapore	Abandoned	200600641-5	
South Africa	Expired	2004/00099	2004/00099