


PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	ASSIGNMENT				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Las Vegas Gaming Inc</td> <td>11/22/2010</td> </tr> </tbody> </table>		Name	Execution Date	Las Vegas Gaming Inc	11/22/2010
Name	Execution Date				
Las Vegas Gaming Inc	11/22/2010				
RECEIVING PARTY DATA					
Name:	Tipping Point Group				
Street Address:	9811 W. Charleston Blvd				
City:	Las Vegas				
State/Country:	NEVADA				
Postal Code:	89117				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11968633</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11968633
Property Type	Number				
Application Number:	11968633				
CORRESPONDENCE DATA					
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ATTORNEY DOCKET NUMBER:	20063.1012				
NAME OF SUBMITTER:	Gregory Scott Smith				
<p>Total Attachments: 6</p> <p>source=20063o1012_ass#page1.tif</p> <p>source=20063o1012_ass#page2.tif</p> <p>source=20063o1012_ass#page3.tif</p> <p>source=20063o1012_ass#page4.tif</p> <p>source=20063o1012_ass#page5.tif</p> <p>source=20063o1012_ass#page6.tif</p>					

OP \$40.00 11968633

EXHIBIT C *RR* 

PATENT LICENSE AGREEMENT

This Patent License Agreement ("Agreement"), effective as of the 22ND day of November 2010, is by and between Las Vegas Gaming, Inc., a Nevada Corporation ("Licensor") and Tipping Point Group, a Nevada Limited Liability Corporation ("Licensee").

RECITALS

A. Licensor is the owner of certain patents, patent applications and technology (the "LVGI IP"), with respect to certain gaming technology (the "Technology") being developed by Licensor. A copy of the LVGI IP is attached hereto as Exhibit A and made a part hereof. Licensee is a technology company focused on developing, manufacturing, marketing and selling technology products. Such LVGI IP is subject to a security interest granted by Licensor to IGT, a Nevada corporation, ("IGT") as provided in a certain Security Agreement by and between Licensor and IGT dated May 22, 2009 (the "Security Agreement").

B. Under the terms and conditions set forth in this Agreement, Licensor desires to grant and Licensee desires to accept from Licensor, a license to utilize the Technology, including the LVGI IP, including, without limitation, all substitutions, continuations, continuations-in-part, divisions, reissues, reexaminations, extensions and foreign counterparts thereof (collectively, the "Patent Rights"), for use in the field of gaming and other related and non gaming related products (the "Licensed Field") manufactured, marketed and sold anywhere in the world by Licensee and/or its sublicensees utilizing the Technology (the "Licensed Products").

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises and faithful performance of the covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. License; Disclosure of information. Licensor hereby grants to Licensee a non-exclusive license (the "License"), on a worldwide basis, to utilize and to practice inventions based upon the Patent Rights and the Technology in connection with the manufacture, use, offer for sale and sale of the Licensed Products. The Technology shall include, without limitation, all know-how, trade secrets, data, processes, procedures, methods, formulas, source code, protocols and information, whether or not covered by the Patent Rights, but which are necessary for the commercial exploitation of the Patent Rights, and which are known or become known to Licensor during the term of this Agreement. The License shall include the right to grant sublicensees in and to the Technology. The term of the License shall commence on the date hereof, and unless sooner terminated as provided herein, shall terminate concurrently with the last to expire Patent, as the same may be extended. Subject to Section 12 below, further information and technical information (the "Confidential Information" and/or "Trade Secret") may be provided to Licensee from time to time through scientific discussions and meetings between Licensee and Licensor. Subject to Section 11 below, Licensor further agrees to provide Licensee, at its request, with copies of all publications of Licensor that relate to the Technology and of all United States and, to the extent not duplicative, foreign patent applications which



Licensors files and patents which may issue thereon, in each case which are included in the Patent Rights.

2. Licensed Products: Ownership of Improvements. The parties agree that the Licensed Products shall be limited to any product manufactured, used, marketed and sold by Licensee or sub-licensee utilizing the Technology. Licensor specifically reserves the right to practice and/or License the Technology to others. Licensee shall be permitted to make any alterations, additions, improvements or other changes to the Technology or the Licensed Products (collectively, "Improvements") as Licensee deems necessary, without the prior written consent of Licensor. The ownership of all Improvements shall vest solely in Licensee; provided, however, products comprising Improvements shall be considered full Licensed Products for the purposes of royalty payments under this Agreement and any sublicenses.

3. Royalties. For the rights and privileges granted under the License, Licensee shall pay a royalty fee of 10% to the Licensor for any equipment revenues and / or service fees collected from a third party when any of the Licensee's products are deployed for commercial use and are covered by at least one valid claim of an issued Patent owned by Licensor. The Licensee shall pay the royalties on the first day of each succeeding month when any revenues are collected by the Licensee from the third party.

4. Infringement Defenses. In the event any Licensed Product becomes the subject of a claim for patent or other proprietary right infringement anywhere in the world by virtue of the incorporation of the Patent Rights or the Technology therein, the parties shall promptly give notice to the other and meet to consider the claim and the appropriate course of action. Licensee shall have the first right, but not the obligation, to conduct the defense of any such suit brought against Licensee and shall have the right and authority to settle any such suit, provided that Licensor shall fully cooperate with Licensee, as reasonably requested by Licensee, in connection with the defense of such claim.

5. Infringement Actions. In the event Licensee or Licensor becomes aware of any actual or threatened infringement of any Patent Rights, that party shall promptly notify the other and the parties shall discuss the most appropriate action to take. Both parties shall use their best efforts in cooperating with each other to terminate such infringement without litigation. Licensor shall have the first right, but not the obligation, to bring an infringement action at its own expense, and shall have the right and authority to settle any such action, and all recoveries, damages and awards in such action shall belong to Licensor; provided that Licensee shall fully cooperate with Licensor, as reasonably requested by Licensor, in connection with the defense of such claim. If, during the period of this License, within ninety (90) days after the date of notification of infringement, attempts to abate such infringement are unsuccessful and Licensor has declined to bring an infringement action, then Licensee shall have the right, but not the obligation, to bring such action at its own expense, in which event Licensor shall fully cooperate with Licensee as reasonably requested by Licensee. All recoveries, damages and awards in such suit shall belong to the Licensee. Licensee and Licensor agree that neither will settle any action commenced by it in a manner that is prejudicial to any Patent Rights without the other party's prior written approval. All recoveries, damages and awards received by either party under this

Section 5 shall be exclusive of and not included in any royalty accruing or royalty payments under Section 3.

6. Status of Patent Application: No Abandonment. Licensor will use its best efforts to keep Licensee advised of the status of the prosecution and maintenance of the Patent Application and the Patent by providing Licensee with copies of all official communications with respect to the Patent Application and Patent contained in the Patent Rights. If Licensor shall abandon any Patent Applications then Licensor shall hereby assign such abandoned Patent Applications to Licensee. Licensor agrees to reasonably cooperate with Licensee to whatever extent is reasonably necessary to provide Licensee the full benefit of the License granted herein. If Licensor should become the subject of insolvency proceeding pursuant to Title 11 of the United States Code or any other laws designed for the liquidation or winding up of its business or the adjustment of its debts, Licensor agrees that Licensee will have the option, at Licensee's sole discretion to take over the prosecution and maintenance of the Patent Applications and Patents.

7. Confidentiality. The parties, through the expenditure of substantial time, effort, and money, have invented, developed, own, and/or have rights to certain valuable secrets, know-how, and confidential and proprietary information (hereinafter referred to collectively as the "Confidential Information") and Trade Secrets relating to the Technology, and desire to maintain the Confidential Information and Trade Secrets in secret. The parties understand that during the term of this Agreement, one party may acquire knowledge of the Confidential Information and/or Trade Secrets of the other party. The parties understand that all information disclosed by one party to the other party, whether oral or in writing or any other media, in regard to the Technology may be or include Confidential Information and/or Trade Secrets and the parties are willing to maintain the secrecy of all such information. Each party agrees that it will maintain in confidence and as secret all Confidential Information and Trade Secrets of the other party and that it will not, without the express written consent of an authorized officer of the other party, for any reason or at any time use, sell, publish, copy, disseminate, or otherwise disclose to any person, except on a need to know basis, as necessary to carry out the purposes of this Agreement, any portion of the Confidential Information or Trade Secrets, and shall at all times treat such Confidential Information and Trade Secrets as the property of the other party. The parties will not permit others to analyze or subject the Technology or any Confidential Information or Trade Secrets to any tests that would disclose the identity or makeup of the Technology or any Confidential Information or Trade Secrets. Each party shall not disclose the Confidential Information of the other party to any third party without first obtaining written permission from the other party.

8. Default by Licensee. Licensor may terminate this Agreement if Licensee defaults in the performance of any of its obligations under this Agreement, and fails to cure such default within ninety (90) days following written notice of such default from Licensor; provided, however: (a) if more than ninety (90) days are required to effect such cure, Licensee shall not be in default hereunder if Licensee commences such cure within such ninety (90) period and thereafter prosecutes such cure diligently to completion.



9. Indemnification. Licensee shall be solely responsible for, defend, and indemnify Licensor and hold Licensor harmless from all liability, claims, demands, causes of action, or damages, including reasonable attorneys' fees, caused by or arising out of the workmanship, material or design of the Licensed Products and/or Improvements or out of any action by Licensee in connection with the manufacture, sale, distribution, or any other use of Licensed Products and/or Improvements.

10. Governing Law. This Agreement has been delivered and accepted at and shall be deemed to have been made in the State of Nevada, and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws (as opposed to conflicts of laws provisions) of the State of Nevada.

11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns, subject to the provisions hereof. Licensor shall have the right to sell or transfer the technology and/or the Patent Rights at any time; provided, however, any such sale or transfer shall be subject to the terms of this Agreement.

12. Integrated Agreement. This Agreement sets forth the entire understanding of the parties with respect to the within matters and may not be modified or amended except upon a writing signed by all parties.

13. Authority. Each of the signatories hereto certifies that such party has all necessary authority to execute this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, each one of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

LICENSOR:

By: Russell R. Roth
Russell Roth Chairman

LICENSEE:

By: [Signature]
Sage Johnson
CEO

EXHIBIT A

DESCRIPTION OF TECHNOLOGY

Issued Patent

Patent #: 7,335,106 B2 Titled: CLOSED-LOOP SYSTEM FOR DISPLAYING PROMOTIONAL EVENTS AND GRANTING AWARDS FOR ELECTRONIC VIDEO GAMES

U.S. Patent Applications Pending

Serial#: 19/113,882, Titled: Interactive Video System

Serial#: 11/470253, Titled: MOBILE OPERATION OF VIDEO GAMING MACHINES

Serial#: 11/470254, Titled: NETWORKED LOTTERY

Serial #: 11/305,796 Titled: Video gaming device having a system and method for completing wagers and purchases during the cash out process

Serial #: 11/469,108 Titled: METHODS AND APPARATUS FOR INTERACTING WITH PLAYERS OF VIDEO MACHINES

Serial #: 11/468,946 Titled: CLOSED-LOOP SYSTEM FOR PROVIDING ADDITIONAL EVENT PARTICIPATION TO ELECTRONIC VIDEO GAME CUSTOMERS

Serial #: 11/686,755 Titled: AUTOMATIC FUNDING OF PARAGAMES ON ELECTRONIC GAMING PLATFORM

Serial #: 11/988,633 Titled: ENHANCED VIDEO GAMING MACHINE

Serial #: 11/827,533 Titled: Method and system for paragame activity at electronic gaming machine

Serial #: 11/897,532 Titled: Method and apparatus for providing secondary gaming machine functionality

Serial #: 11/847,062 Titled: SYSTEM TO DECODE VIDEO SIGNAL FROM ELECTRONIC GAMING DEVICE AND TO DETERMINE PLAY INFORMATION

International Patent Applications

WO 2005/043285 Titled: CLOSED-LOOP SYSTEM FOR DISPLAYING PROMOTIONAL EVENTS AND GRANTING AWARDS FOR ELECTRONIC VIDEO MACHINES

WO 2007/035388 Titled: METHODS AND APPARATUS FOR INTERACTING WITH PLAYERS OF VIDEO MACHINES

WO 2008/027002 Titled: CLOSED-LOOP SYSTEM FOR PROVIDING ADDITIONAL EVENT PARTICIPATION TO ELECTRONIC VIDEO GAME CUSTOMERS

WO 2008/027443 Titled: METHOD AND SYSTEM FOR PARAGAME ACTIVITY AT ELECTRONIC GAMING MACHINE

WO 2008/027444 Titled: METHOD AND APPARATUS FOR PROVIDING SECONDARY GAMING MACHINE FUNCTIONALITY

WO 2009/029101 Titled: SYSTEM TO DECODE VIDEO SIGNAL FROM ELECTRONIC GAMING DEVICE AND TO DETERMINE PLAY INFORMATION

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