

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bell-Fruit Group Limited	07/19/2012
RECEIVING PARTY DATA	
Name:	Astra Entertainment Limited
Street Address:	Astra House, 1 Kingsway, Bridgend Industrial Estate
City:	Bridgend
State/Country:	UNITED KINGDOM
Postal Code:	CF31 3RY
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7758049
CORRESPONDENCE DATA	
Fax Number:	3039389995
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-938-9999
Email:	jolson@olgip.com
Correspondent Name:	The Ollila Law Group LLC
Address Line 1:	2569 Park Lane, Suite 202
Address Line 4:	Lafayette, COLORADO 80026
ATTORNEY DOCKET NUMBER:	16000/016
NAME OF SUBMITTER:	Curtis J Ollila
<p>Total Attachments: 13</p> <p>source=Assignment Bell-Fruit-Group-Limited-to-Astra-Entertainment-Limited#page1.tif</p> <p>source=Assignment Bell-Fruit-Group-Limited-to-Astra-Entertainment-Limited#page2.tif</p> <p>source=Assignment Bell-Fruit-Group-Limited-to-Astra-Entertainment-Limited#page3.tif</p> <p>source=Assignment Bell-Fruit-Group-Limited-to-Astra-Entertainment-Limited#page4.tif</p> <p>source=Assignment Bell-Fruit-Group-Limited-to-Astra-Entertainment-Limited#page5.tif</p>	

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source=Assignment Bell-Fruit-Group-Limited-to-Astra-Entertainment-Limited#page13.tif

Dated

19 July

2012

**BELL-FRUIT GROUP LIMITED**

- and -

**ASTRA ENTERTAINMENT LIMITED**

**DEED OF ASSIGNMENT OF  
VARIOUS INTELLECTUAL PROPERTY RIGHTS  
BELL-FRUIT GROUP LIMITED**



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Newport Road, Cardiff CF24 0EA  
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THIS DEED is dated

19 July

2012

**PARTIES**

- (1) **BELL-FRUIT GROUP LIMITED** incorporated and registered in England and Wales with company number 03851489 whose registered office is at Horsforth Mills, Low Lane, Horsforth, Leeds, LS18 4ER, United Kingdom ("Assignor"); and
- (2) **ASTRA ENTERTAINMENT LIMITED** incorporated and registered in England and Wales with company number 05015596 whose registered office is at Astra House, 1 Kingsway, Bridgend Industrial Estate, Bridgend, CF31 3RY ("Assignee").

**BACKGROUND**

- (A) The Assignor owns the intellectual property rights in the Assigned Rights (as defined below).
- (B) By the Main Agreement Bell-Fruit Games Limited and others have procured that the Assignor shall assign the Assigned Rights to the Assignee on the terms set out in this agreement.

**AGREED TERMS**

**1 INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Assigned Rights" all and any of the Registered Intellectual Property Rights and Unregistered Intellectual Property Rights.

"Business Day" a day other than a Saturday, Sunday or public holiday in England and Wales when banks in London are open for business.

"Intellectual Property Rights" patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for, renewals or extensions of such rights and

all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Main Agreement"** an asset purchase agreement dated 28 April 2012 between Bell-Fruit Games Limited, the Assignee and others.

**"Registered Intellectual Property Rights"** any and all of the registered Intellectual Property Rights set out in the Schedule to this agreement and any other registered Business Intellectual Property Rights (as defined in the Main Agreement) owned by the Assignor, including without limitation any registrations made by the Assignor in the name of its previous company name (if relevant) or registrations of the Assignor's Business Intellectual Property Rights made in the name of other companies.

**"Unregistered Intellectual Property Rights"** any Intellectual Property Rights in any part of the world which are not the subject of a registration process including all artistic or literary works, documents, typographical arrangements drawings, designs, computer software code, databases, compositions, musical works any works analogous or related to the foregoing which have been created at any time up to and including the date of this agreement which are used in the Business (as defined in the Main Agreement) and in which title is vested in the Assignor, whether from inception or by assignment or transfer or to which by operation of law or equity the Assignor would be entitled to be the owner.

**"VAT"** value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member

of the European Union.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedule.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Writing or written includes faxes but not e-mail.
- 1.10 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2      **ASSIGNMENT**

2.1      For a consideration of £1 (one pound) (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights.

2.2      In respect of the Registered Intellectual Property Rights, the assignment referred to in clause 2.1 includes:

2.2.1      the absolute entitlement to any registrations granted pursuant to any of the applications comprised therein;

2.2.2      all goodwill attaching to and in respect of the business relating to the goods or services in respect of which any of the Assigned Rights are registered or used; and

2.2.3      the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

2.3      In the respect of the Unregistered Intellectual Property Rights, the assignment in clause 2.1 includes:

2.3.1      the entire copyright (and all other rights in the nature of copyright) subsisting in such works and in all preliminary drafts or earlier versions of them;

2.3.2      any database right (and all other rights in the nature of database right) subsisting in such works and in all preliminary drafts or earlier versions of them;

2.3.3      any design right (and all other rights in the nature of design right) subsisting in such works and in all preliminary drafts or earlier versions of them; and

2.3.4      all other rights in the works so assigned of whatever nature, whether now known or not, to which the Assignor is now, or at any time after the date of this agreement may be, entitled by virtue of the laws in force in the United Kingdom and in any other part of the world,

in each case to the extent which title is vested in the Assignor, whether from inception or by assignment or transfer or to which by operation of law or equity the Assignor would be entitled to be the owner for the whole term of such rights including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including



the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of this agreement.

**3 VAT**

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

**4 FURTHER ASSURANCE**

The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee may reasonably require, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including without limitation registration of the Assignee as applicant or (as applicable) proprietor of the Assigned Rights.

**5 WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**6 ENTIRE AGREEMENT**

6.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

6.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement or the Main Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

6.3 Nothing in this clause shall limit or exclude any liability for fraud.

**7 VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**8 SEVERANCE**

8.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

8.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**9 COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

**10 THIRD PARTY RIGHTS**

The parties to the Main Agreement connected to or guaranteeing the obligations respectively of the Assignor and Assignee shall have the right to enforce any term of this agreement as if the Assignor or Assignee to the same extent as provided for in the Main Agreement. Otherwise, the parties do not intend that any other person should have any right to enforce any of the terms of this agreement as a third party.

**11 NOTICES**

11.1 A notice given under this agreement:

11.1.1 shall be in writing in the English language (or be accompanied by a properly prepared translation into English);

11.1.2 shall be sent for the attention of the person, and to the address or fax number, given in this clause 11 (or such other address,

fax number or person as the relevant party may notify to the other party); and

11.1.3 shall be:

- (a) delivered personally; or
- (b) delivered by commercial courier; or
- (c) sent by pre-paid first-class post or recorded delivery; or
- (d) (if the notice is to be served by post outside the country from which it is sent) sent by airmail.

11.2 The addresses for service of notice are:

11.2.1 Bell-Fruit Group Limited

Address: its registered office from time to time

For the attention of: The directors

11.2.2 Astra Entertainment Limited

Address: Astra House, 1 Kingsway, Bridgend Industrial Estate, Bridgend CF31 5RY

For the attention of: Neil Parimore, Finance Director with a copy to Aled Walters, Partner, MLM Cartwright, Pendragon House, Fitzalan Court, Newport Road, Cardiff CF24 0BA

11.3 A notice is deemed to have been received:

11.3.1 if delivered personally, at the time of delivery; or

11.3.2 if delivered by commercial courier, at the time of signature of the courier's receipt; or

11.3.3 if sent by pre-paid first class post or recorded delivery, 48 hours from the date of posting; or

11.3.4 if sent by airmail, five days from the date of posting; or

11.3.5 if deemed receipt under the previous paragraphs of this clause 11.3 is not within business hours (business hours meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a working day in the place of deemed receipt), when business next starts in the place of deemed receipt.

11.4 To prove service, it is sufficient to prove that the envelope containing the notice was, in the case of post, properly addressed and posted or, in the case of delivery by courier, receipt was acknowledged in writing.

11.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 12 GOVERNING LAW AND JURISDICTION

12.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).



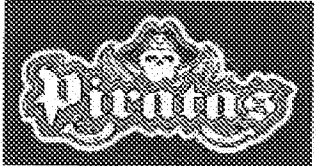
This deed has been entered into on the date stated at the beginning of it.

Schedule 1

Registered Intellectual Property Rights

REGISTERED TRADEMARKS

Mark Type	Mark Description	Picture	Classes	Registered Number	Registration Date	Renewal Date
CTM	G Gaming Device		9, 28, 41, 42	5189584	23-Jul-2010	23-Jul-2016
UK	G GAMING DEVICE (series of 2)		9, 28, 41, 42	2410049	10-Jul-2009	24-Dec-2015
Spain	ABRE LA CAJA (Stylised)		9 and 28	2779769	3-Jul-2008	26-Jun-2017
Spain	EL TREBOL DE LA SUERTE		9 and 28	2779767	3-Jul-2008	26-Sep-2017
Spain	GAMES PLAZA		9, 28	2842622	17-Feb-2009	4-Sep-2018
Spain	GOLDEN GAME		9, 28	2726334	23-Apr-2007	8-Aug-2016
Spain	HOT SPINNER		9, 28	2692180	3-Jul-2007	31-Jan-2016

Spain	MULTI SLOTS		9,28	2661492	13-Jun-2006	11-Jul-2015
Spain	SIRENAS		9,28	2726335	6-Sep-2007	8-Aug-2016
Spain	PIRATAS & DEVICE		9,28	2841457	23-Apr-2009	20-Aug-2018

**TRADE MARK APPLICATIONS**

None

**PATENTS**

Type	Number	Title	Date of Grant	Expiry
USA	7758049	Roulette with High/Low Gamble	20-Jul-2010	26-May-2026

**PATENT APPLICATIONS**

None

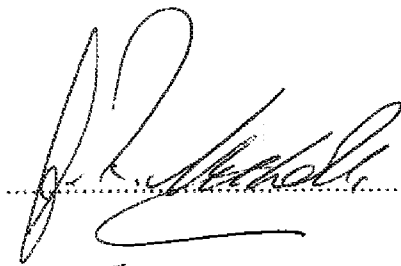
**DESIGNS**

None

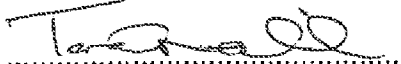
**DOMAIN NAMES**

TBC

Executed as a deed and delivered )  
by BELL-FRUIT GROUP LIMITED )  
acting by: )  
Name: Julian Michalls )  
a Director )



in the presence of:



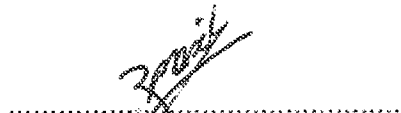
Witness signature

Name: Bar O'Neill


Address: Rosematt Schicks  
9-13 St Andrew Street  
London, EC4A 3AF

Occupation: Wine Schicks

Executed as a deed and delivered )  
by ASTRA ENTERTAINMENT LIMITED )  
acting by its duly authorised officer(s): )



Director



Director / Secretary