

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2786927

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DYNAMITE GAMES PTY LTD	07/23/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DYNAMITE SERVICES PTY LIMITED
<b>Street Address:</b>	LEVEL 2, 57 GROSVENOR ST. NEUTRAL BAY
<b>City:</b>	NEW SOUTH WALES
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2089
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12451199
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)344-8300
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	2023444000
<b>Email:</b>	elwright@venable.com
<b>Correspondent Name:</b>	HENRY J. DALEY
<b>Address Line 1:</b>	575 7TH STREET, N.W.
<b>Address Line 4:</b>	WASHINGTON, DISTRICT OF COLUMBIA 20004
<b>ATTORNEY DOCKET NUMBER:</b>	116935-282109
<b>NAME OF SUBMITTER:</b>	HENRY J. DALEY, REG. NO. 42,459
<b>SIGNATURE:</b>	/Henry J. Daley/
<b>DATE SIGNED:</b>	03/26/2014
<b>Total Attachments: 25</b>	
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## **INTELLECTUAL PROPERTY ASSIGNMENT DEED**

**Dated 23 July 2013**

**DYNAMITE GAMES PTY LIMITED**

**And**

**DYNAMITE SERVICES PTY LIMITED**

**vonMuenster**

ADVOCATES, SOLICITORS & NOTARIES  
SPECIALISING IN INTELLECTUAL PROPERTY, TRADE MARKS, PATENTS & COPYRIGHTS

[www.vmsolicitors.com.au](http://www.vmsolicitors.com.au)

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Ref: Execution



## INTELLECTUAL PROPERTY ASSIGNMENT DEED

DATED 23 July 2013

### PARTIES

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NAME: DYNAMITE GAMES PTY LIMITED (ACN 102 269 732)  
SHORT NAME: DYNAMITE  
NOTICES TO: BEN ELLIS  
Address: LEVEL 4, 37 PITT STREET, SYDNEY, NEW SOUTH WALES 2001  
Mail: P.O. BOX 2255, SYDNEY, NEW SOUTH WALES 2001  
Email: [ben@dynamitegames.com.au](mailto:ben@dynamitegames.com.au)

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NAME: DYNAMITE SERVICES PTY LIMITED (ACN 113 005 735)  
SHORT NAME: DYNAMITE SERVICES  
NOTICES TO: JASON STOKES, DIRECTOR  
Address: LEVEL 2, 57 GROSVENOR ST, NEUTRAL BAY, NEW SOUTH WALES 2089  
Mail: P.O. BOX 2255, SYDNEY, NEW SOUTH WALES 2001  
Email: [jason@dynamitegames.com.au](mailto:jason@dynamitegames.com.au)

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(TOGETHER CALLED "THE PARTIES")

### BACKGROUND

- A. Dynamite is the owner of the Patents and Trade Marks.
- B. Dynamite Services is the owner of copyright and other Intellectual Property Rights in the Game Assets.
- C. Dynamite has agreed to transfer to Dynamite Services and Dynamite Services has agreed to accept the transfer of all right, title and interest in the Patents and Trade Marks.
- D. Dynamite Services has agreed to transfer to Dynamite and Dynamite has agreed to accept the transfer of all right, title and interest in the Game Assets, but only upon Physical System gaming platforms and not upon Internet, Mobile Internet, Intranet or Extranet gaming platforms.
- E. Dynamite Services agrees to licence back to Dynamite the Required Patents and Trade Marks but only upon Physical System gaming platforms and not upon Internet, Mobile Internet, Intranet or Extranet gaming platforms.



- F. The Parties are desirous of regulating their respective rights, duties and obligations in and to each other in the manner hereinafter set out in this Deed.



**THIS DEED WITNESSES:****OPERATIVE PROVISIONS****1 DEFINED MEANINGS**

1.1 In this Deed the following definitions apply:

1.1.1 **Business Day** means a day (other than a Saturday, Sunday or public holiday).

1.1.2 **Commencement Date** means 1 November 2012.

1.1.3 **Confidential Information** means but is not limited to any confidential or secret information relating to the Parties (or any associated company or client of the Parties) their products, business methods, methods of operation, systems, processes, computer programs, finances, trade secrets, domain names, lists of clients and prospective clients and other confidential or secret information of the Parties (or any associated company or client of the Parties) which is by its nature or the circumstances of its disclosure could reasonably be expected to be regarded as confidential.

1.1.4 **Extranet** means an Intranet partially accessible to authorised outsiders. Whereas an intranet resides behind a firewall and is accessible only to people who are members of the same company or organisation, an extranet provides various levels of accessibility to outsiders. Giving a valid username and password provides access to outsiders.

1.1.5 **Game Assets** is limited to the game assets and materials for the games, set out in **Schedule 3**, and does not include any required generic game assets or background materials necessary for the proper functioning and operation of the Game Assets.



- 1.1.6 **Intellectual Property Rights** means all present and future rights conferred by statute, common law or equity anywhere in the world in or in relation to any copyright, trade marks, designs, patents, circuit layouts, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.
- 1.1.7 **Internet** means the world-wide connection of computer networks that use the TCP/IP network protocols to facilitate and provide for the transmittal of electronic mail, on-line information, information retrieval and file transfer protocol. For the purposes of this Agreement, "Internet" does NOT include transmittal of electronic mail, information, information retrieval, data transmission and file transfers via any of the following mediums:
- 1.1.7.1 any mobile or portable telecommunications device or portable communications device including mobile telephones, hand-held mobile communication devices, mobile personal organisers and any device with a wireless telecommunication capability that utilises an enclosed system (for the avoidance of doubt this does not apply to devices that merely access the Internet);
  - 1.1.7.2 interactive television (digital or otherwise);
  - 1.1.7.3 datacasting; and
  - 1.1.7.4 any other technology or system (whether existing now or at any time in the future) that allows data transmission, file transfers, interactive and/or wireless communication and information retrieval by any other means or method other than via the Internet.
- 1.1.8 **Intranet** means a network based on TCP/IP protocols belonging to an organisation accessible only by members of the organisation or those with authorisation. An Intranet looks and acts like any other website but the firewall surrounding an intranet fends off unauthorised access.



- 1.1.9 **IP Licence** means the licence back of the Required Patents and Trade Marks granted by Dynamite Services to Dynamite in accordance with Clause 4.1.
- 1.1.10 **Mobile Internet** means browser-based access to the Internet or web applications using an enabled mobile device (with a mobile web browser capability) connected to a mobile carrier's or data provider's network offering wireless data services.
- 1.1.11 **Party** means Dynamite and Dynamite Services.
- 1.1.12 **Patents** means the granted patents, innovation patents and patent applications set out in **Schedule 1**.
- 1.1.13 **Physical System** means a physical gaming and / or gambling device, machine, terminal or system station that allows persons to directly stand personally at and in real time use and play games for reward at a licensed or unlicensed gaming venue or similar environment and expressly excludes the ability to play games on the Internet.
- 1.1.14 **Required Patents and Trade Marks** means the patents and trade marks that Dynamite desires the use of in connection with the Game Assets, as set out in **Schedule 4**.
- 1.1.15 **Territory** means Australia and all other countries, jurisdictions, states and territories in the world.
- 1.1.16 **Trade Marks** means the registered trade marks and trade mark applications specified in **Schedule 2**.

## **2 ASSIGNMENT**

- 2.1 In consideration for the transfer of the Game Assets to Dynamite in accordance with clause 2.3, Dynamite as legal and beneficial owner assigns absolutely and unconditionally to Dynamite Services:



- 2.1.1 all its rights, title and interest in and to the Patents and all rights arising from them on and from the Commencement Date;
  - 2.1.2 all its rights, title and interest in and to the Trade Marks and all rights arising from them on and from the Commencement Date;
  - 2.1.3 all rights, powers, liberties, and immunities associated with the Patents and Trade Marks on and from the Commencement Date.
- 2.2 Subject to clause 4, the assignment of the Patents and Trade Marks is unconditional, absolute, worldwide and includes the re-assignment or licensing of the Patents and Trade Marks to any other person or entity, the making of any modifications, enhancements, adaptations or versions of the Patents and Trade Marks.
- 2.3 In consideration for the transfer of the Patents and Trade Marks to Dynamite Services in accordance with clause 2.1, Dynamite Services:
  - 2.3.1 will pay Dynamite AU\$250,000.00 (+ GST); and
  - 2.3.2 as legal and beneficial owner, assigns absolutely and unconditionally to Dynamite all its rights, title and interest in and to the Game Assets and all rights arising from them on and from the Commencement Date, but only upon Physical System gaming platforms and not upon Internet, Mobile Internet, Intranet or Extranet gaming platforms.

### **3 PERFECTION OF ASSIGNMENT**

- 3.1 Each Party must do all acts and execute all documents necessary to effect the transfers set out in clauses 2.1 and 2.3.

### **4 IP LICENCE**

- 4.1 Dynamite Services grants to Dynamite a revocable, perpetual, non-exclusive license to use each part of the Required Patents and Trade Marks (IP Licence).



- 4.2 The Parties agree and acknowledge that the IP Licence is revocable at the sole discretion of Dynamite Services upon the provision of thirty (30) days written notice to Dynamite. In the event that the IP Licence is revoked, Dynamite must immediately cease use of the Required Patents and Trade Marks.
- 4.3 The Parties acknowledge and agree that the IP Licence is restricted to use only upon Physical System gaming platforms and not upon Internet, Mobile Internet, Intranet or Extranet gaming platforms.
- 4.4 On and from the Commencement Date, Dynamite will not, without the written consent of Dynamite Services, undertake any further sublicensing of the Patents and/or Trade Marks to its physical system casino customers beyond such customers existing as at the Commencement Date.

## 5 COSTS

- 5.1 The Parties agree that each Party shall bear its own costs of and associated with this Deed. All taxes (including GST) which arise as a result of entering into this Deed shall be paid by each party in accordance with their respective liabilities.
- 5.2 It is the responsibility of Dynamite Services to continue to prosecute (at Dynamite Services cost) the application for those Patents that have not been granted as at the Commencement Date.

## 6 WARRANTY AND INDEMNITY

- 6.1 Dynamite warrants to Dynamite Services that:
- 6.1.1 Neither the execution of this Deed nor the performance by Dynamite of its obligations will cause Dynamite to be in breach of any agreement to which it is a party or is subject.
- 6.1.2 Each of the Patents is presently subsisting, and the particulars of each as set out in **Schedule 1** are true and correct.



- 6.1.3 Dynamite has full right and title to the Patents and has full capacity and authority to transfer such title in the Patents to Dynamite Services.
- 6.1.4 Each of the Trade Marks is presently subsisting, and the particulars of each as set out in **Schedule 2** are true and correct.
- 6.1.5 Dynamite has full right and title to the Trade Marks and has full capacity and authority to transfer such title in the Trade Marks to Dynamite Services.
- 6.1.6 Dynamite has not granted any licences or other user rights to any person in relation to any rights, title or interest in the Patents or the Trade Marks in the Territory beyond existing physical system casino customers advised to Dynamite Services prior to the Commencement Date.
- 6.1.7 Dynamite has not entered into any agreement or arrangement involving the sale, mortgage, pledge, granting of options or any other rights over Dynamite's rights, title and interest in the Patents or the Trade Marks.
- 6.1.8 Except as expressly stated in this Deed, Dynamite Services will have and enjoy quiet possession of the Patents and Trade Marks uninterrupted by Dynamite or any person claiming under Dynamite.
- 6.1.9 As at the Commencement Date, Dynamite is not aware of any fact by which the Patents may be declared invalid, or any claim by which the Patent should be amended, except as otherwise disclosed to Dynamite Services (or its related entities) prior to the Commencement Date.
- 6.2 Dynamite shall indemnify, and keep indemnified, Dynamite Services from and against any claim, action, damage, loss, liability, cost, payment, charge or expense including but not limited to consequential loss, economic loss and legal expenses (calculated on a solicitor/client basis) suffered or incurred by Dynamite Services arising directly or indirectly out of or in connection with any



breach by Dynamite of any of the representations, warranties or undertakings contained in Clause 6.1.

6.3 Dynamite Services warrants to Dynamite that:

6.3.1 Neither the execution of this Deed nor the performance by Dynamite Services of its obligations will cause Dynamite Services to be in breach of any agreement to which it is a party or is subject.

6.3.2 Dynamite Services has full right and title to the Game Assets and has full capacity and authority to transfer such title in the Game Assets to Dynamite.

## **7 ENTIRE AGREEMENT**

7.1 This Deed records the entire agreement between the parties and replaces all agreements, representations, warranties or proposals in respect of the Patents and Trade Marks embodied in this Deed.

## **8 FURTHER ASSURANCE**

8.1 Each Party must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Deed.

## **9 CONFIDENTIALITY**

9.1 Each Party agrees in relation to Confidential Information to keep that Confidential Information confidential, not to use such Confidential Information in any manner or for any purpose and not disclose it or allow it to be disclosed to any third party except with the consent of the other Party.

9.2 Each Party must take or cause to be taken reasonable precautions necessary to maintain the secrecy and confidentiality and to prevent the disclosure of the Confidential Information.



- 9.3 The obligations of confidentiality under this Deed do not extend to information that (whether before or after this Deed is executed):
- 9.3.1 is public knowledge (otherwise than as a result of a breach of this Deed); or
  - 9.3.2 is required to prosecute the Patent applications; or
  - 9.3.3 is required by law to be disclosed and the Recipient required to make the disclosure has taken all reasonable steps to oppose or prevent the disclosure and to limit, as far as reasonably possible, the extent of the disclosure.
- 9.4 Each Party must ensure that its directors, consultants, contractors, employees and agents do not make public, use or disclose the terms of this Deed or the other Party's Confidential Information. Notwithstanding any other provision of this Clause, a Party may disclose the terms of this Deed to its related companies, solicitors, auditors, insurers and accountants.
- 9.5 This Clause will survive the termination of this Deed.

## **10 GENERAL**

### **10.1 Interpretation**

In this Deed:

- 10.1.1 headings and boldings are for convenience only and do not affect the interpretation of this Deed;
- 10.1.2 words importing the singular include the plural and vice versa;
- 10.1.3 where a word or phrase is defined in this Deed, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- 10.1.4 a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this Clause implies that



performance of part of an obligation constitutes performance of the obligation;

- 10.1.5 a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- 10.1.6 a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- 10.1.7 no provision of this Deed will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this Deed or that provision;
- 10.1.8 a reference to an Deed includes an undertaking, deed, Deed or legally enforceable arrangement or understanding whether or not in writing;
- 10.1.9 a reference to an asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits; and
- 10.1.10 an inclusive reference is to be construed without limitation.

## 10.2 **Business Day**

- 10.2.1 Where the day on or by which any thing (other than a payment of money) is to be done is not a Business Day, that thing must be done on or by the succeeding Business Day.
- 10.2.2 Where the day on or by which the payment of money under this Deed is not a Business Day, that thing must be done on or by the preceding Business Day.



**10.3 Service of notices**

10.3.1 A Party giving notice under this Deed must do so in writing or by electronic communication (email) to the address for notices of the other Party.

**10.4 Effective on receipt**

A notice given in accordance with Clause 10.3 is taken to be received:

10.4.1 if hand delivered, on delivery;

10.4.2 if sent by prepaid post, 3 days after the date of posting;

10.4.3 if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within 8 Business Hours after that transmission, the recipient informs the sender that it has not received the entire notice; and

10.4.4 if sent by email properly addressed, upon transmission by the sender and provided the recipient acknowledges receipt of the email by reply email to the sender within 5 Business Days of the email entering an information system outside the control of the sender.

**10.5 Severability**

10.5.1 If any portion of this Deed shall be declared void or unenforceable by any Court or administrative body of competent jurisdiction, such portion shall be deemed severed from by the remainder of this Deed which shall continue in all respects as valid and enforceable. The Parties agree to co-operate in any revision of this Deed which may be necessary to meet the requirements of law.

**10.6 Waiver**

10.6.1 Waiver of any right arising from a breach of this Deed must be in writing and signed by the Party granting the waiver.



10.6.2 A failure or delay in exercise, or partial exercise, of a right arising from a breach of this Deed does not result in a waiver of that right.

10.6.3 A Party is not entitled to rely on a delay in the exercise or non-exercise of a right arising from a breach of this Deed as constituting a waiver of that right.

10.6.4 This clause may not itself be waived except by writing.

**10.7 Governing law and jurisdiction**

10.7.1 This Deed is governed by the laws of New South Wales.

10.7.2 Each of the Parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales or the Federal Court sitting in New South Wales.

**10.8 Prohibition and enforceability**

10.8.1 Any provision of, or the application of any provision of, this Deed which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

10.8.2 Any provision of, or the application of any provision of, this Deed which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

**10.9 Schedules**

10.9.1 Any Schedule forms part of this Deed.

10.9.2 A Schedule may be amended from time to time in writing by Deed between the Parties. The amended Schedule will then form part of this Deed.

10.9.3 The Parties must comply with the terms set out in the Schedule to this Deed as operative terms of this Deed.



10.9.4 If there are any inconsistencies between any term set out in this Deed and a term in a Schedule, the terms of the Deed prevail to the extent of the inconsistency.

**10.10 Variation**

10.10.1 A variation of any term of this Deed must be in writing and signed by all of the Parties.

10.10.2 Nothing in this Deed precludes the Parties agreeing otherwise in respect of any term contained in it.

**10.11 Assignment**

10.11.1 Rights arising out of or under this Deed are not assignable by a Party without the prior written consent of every other Party.

10.11.2 This Deed or any other document or agreement amending this Deed expressly binds the executors, administrators, successors and permitted assigns of a Party.

**10.12 Entire Deed**

10.12.1 This Deed supersedes all prior agreements, arrangements and undertakings between the Parties and constitutes the entire agreement between the Parties.

**10.13 Counterparts**

10.13.1 This Deed may be executed in any number of counterparts.

10.13.2 All counterparts, taken together, constitute one instrument.

10.13.3 A Party may execute this Deed by signing any counterpart.

10.13.4 A counterpart transmitted by facsimile or electronic communication shall be deemed an original.



## EXECUTED by the Parties as a DEED:

Executed for and on behalf of )

**DYNAMITE GAMES PTY LIMITED** )**(ACN 102 269 732)** by authority of the )

directors in the presence of: )

 )

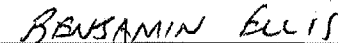
Witness )

 )

Name of Witness )



Signature of Director



Name of Director

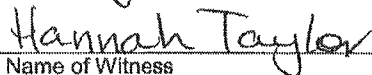
Executed for and on behalf of )

**DYNAMITE SERVICES PTY LIMITED** )**(ACN 113 005 735)** by authority of the )

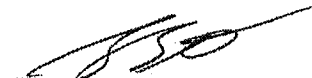
directors in the presence of: )

 )

Witness )

 )

Name of Witness )



Signature of Director



Name of Director



**SCHEDULE 1****Details of Patents (Patents)**

Official No.	Country	Title	Status	DG Ref.	AP Case Ref.
2009201574	Australia	Gaming Apparatus and Systems	Granted	Instant Feature	20720AUP00
2008247300	Australia	Gaming Apparatus and Systems	Granted	Event Buying -AU	20721AUP00
2011253887	Australia	Gaming Apparatus and Systems	Pending	Event Buying-AU-Div	20721AUP01
8,197,336	United States of America	Gaming Apparatus and Systems	Granted	Event Buying-US	20721USP00
13/461,262	United States of America	Gaming Apparatus and Systems	Pending	Event Buying-US	20721USP01
2008247301	Australia	Gaming Apparatus and Systems	Granted	LUCKY LINES-AU	20722AUP00
12/451,208	United States of America	Gaming Apparatus and Systems	Pending	Lucky Lines-US	20722USP00
2007247826	Australia	Gaming Apparatus and Systems	Granted	Series Betting - AU	20724AUP00



2,651,027	Canada	Gaming Apparatus and Systems	Pending	Series Betting - CA	20724CAP00
12/299,100	United States of America	Gaming Apparatus and Systems	Pending	Series Betting-US	20724USP00
2008/09981	South Africa	Gaming Apparatus and Systems	Granted	Series Betting-ZA	20724ZAP00
2009222428	Australia	Gaming Apparatus and Systems	Granted	INSTANT TRIGGER-AU	20740AUP00
12/891,451	United States of America	Gaming Apparatus and Systems	Pending	Instant Trigger-US	20740USP00
2010/06886	South Africa	Gaming Apparatus and Systems	Granted	Instant Trigger-ZA	20740ZAP00
2009222486	Australia	Gaming Apparatus and Systems	Granted	Win-Win-AU	20741AUP00
2011201126	Australia	Gaming Apparatus and Systems	Granted	WIN-WIN-AU-Div	20741AUP01
201201633-3	Singapore	Gaming Apparatus and Systems	Pending	WIN-WIN-SG-Div	20741SGP01
12/893,095	United States of America	Gaming Apparatus and Systems	Pending	Win-Win-US	20741USP00
13/416,779	United States of America	Gaming Apparatus and Systems	Pending	Win-Win-US-Div	20741USP01



2010/6922	South Africa	Gaming Apparatus and Systems	Granted	WIN-WIN-ZA	20741ZAP00
2012/01700	South Africa	Gaming Apparatus and Systems	Pending	WIN-WIN-ZA-Patent of Addition	20741ZAP01
2011226854	Australia	Gaming Apparatus, System and Method	Pending	Variable Extra Bet	21166AUP00
13/624,215	United States of America	Gaming Apparatus, System and Method	Pending	Variable Extra Bet	21166USP00
2011256909	Australia	Gaming Apparatus and Systems	Pending	Cascading Features	21486AUP00
2012227189	Australia	Gaming Apparatus and Method of Gaming	Pending	Accumulated Elements	21580AUP00

#### Innovation Patents and Patent Applications

Official No.	Country	Title	Status	DG Ref.	AP Ref.
2011101416	Australia	Gaming Apparatus and Systems	Granted	LUCKY LINES-AU	20722AU101
2011101455	Australia	Gaming Apparatus and Systems	Granted	Series Betting - AU	20724AU101
2011101471	Australia	Gaming Apparatus and Systems	Granted	INSTANT TRIGGER-AU	20740AU101



201101456	Australia	Gaming Apparatus and Systems	Granted	Win-Win-AU	20741AUI02
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**SCHEDULE 2****Details of Trade Marks (Trade Marks)  
(excluding FEATURE GUARANTEE)**

AP Case Ref.	Official No.	Title	Country	Local Classes
21306AUT00	1379886	Achilles	Australia	28
21339AUT00	1423765	AFRICAN SKIES	Australia	28
21378AUT00	1430598	ALL WAYS PAYS	Australia	28
21312AUT00	1379897	Aztec's Treasure	Australia	28
21697AUT00	1488919	Big Bite!	Australia	28
21325AUT00	1319305	BUY A BONUS	Australia	09
21338AUT00	1423763	CASHED UP	Australia	28
21348AUT00	1424560	CASHOSAURUS	Australia	28
21345AUT00	1424556	COYOTE CASH	Australia	28
21313AUT00	1379899	Crystal Waters	Australia	28
21366AUT00	1424599	DIAMOND DOZEN	Australia	28
21353AUT00	1424583	DRAGONS REALM	Australia	28
21303AUT00	944070	Dynamite Games Wombat Logo	Australia	28,42
21656AUT00	1481128	DYNAMITE SLOTS Logo	Australia	28,42
21657AUT00	1482448	DYNAMITE SLOTS Logo	Australia	09,28
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21340UST00	85/461,101	JACKPOT PYRAMID	United States of America	09
21485AUT00	1450017	JADE DRAGON	Australia	09
21347AUT00	1424559	JUNGLE RICHES	Australia	28
21269AUT00	1425338	KING TRITON	Australia	28
21342AUT00	1424552	LEGENDS OF ZEUS	Australia	28
21367AUT00	1424600	LOOSE CABOOSE	Australia	28
21341AUT00	1424207	LUCKY LINES	Australia	28



21344AUT00	1424555	MICE DICE	Australia	28
21376AUT00	1425012	NEPTUNES TREASURE	Australia	28
21351AUT00	1424566	OCEAN DREAMS	Australia	28
21350AUT00	1424565	OUTTA THIS WORLD	Australia	28
21363AUT00	1424593	PAY DIRT	Australia	28
21370AUT00	1424604	PENGUIN POWER!	Australia	28
21305AUT00	1379885	Ronin	Australia	28
21373AUT00	1424609	SEA CAPTAIN	Australia	28
21327AUT00	1319307	SERIES BETTING Logo	Australia	09,41
21750UST00	85/656,734	SLOTOPIA	United States of America	09,41,42
21678AUT00	1487034	SLOTS CENTRAL	Australia	09,41,42
21678UST00	85/750,930	SLOTS CENTRAL	United States of America	09,41,42
21374AUT00	1424613	SUNKEN TREASURE	Australia	28
21346AUT00	1424558	TIGER RICHES	Australia	28
21337AUT00	1423761	TREASURE CHAMBER	Australia	28
21352AUT00	1424569	TREASURE CHEST JACKPOTS	Australia	28
21308AUT00	1379890	Triple Toucan	Australia	28
21307AUT00	1379887	Triton's Treasure	Australia	28
21369AUT00	1424602	WARLOCKS SPELL	Australia	28
21349AUT00	1424563	WHITE RHINO	Australia	28
21260AUT01	1440356	WIN-WIN FEATURE Logo	Australia	09
21375AUT00	1424615	WOK N ROLL	Australia	28
21368AUT00	1424601	YEAR OF FORTUNE	Australia	28



**SCHEDULE 3****GAME ASSETS**

<b>GAME ASSETS / SERVICE / ACTIVITY</b>	<b>DESCRIPTION</b>
<b>GAME ASSETS</b>	<p>The following Game Assets will be assigned to Dynamite, but only upon Physical System gaming platforms and not upon Internet, Mobile Internet, Intranet or Extranet gaming platforms:</p> <p><b>20 Game Assets with game names as follows:</b></p> <ol style="list-style-type: none"><li>1) Medal Tally</li><li>2) Hidden Riches</li><li>3) Shopping Spree 2</li><li>4) Pyramid Bingo</li><li>5) Black Jaguar</li><li>6) Lions, Tigers and Bears</li><li>7) Double Derby</li><li>8) Casino Tycoon</li><li>9) Winning Shot</li><li>10) Double Ya Luck</li><li>11) Samba</li><li>12) Touchdown!</li><li>13) Wild World</li><li>14) Cool Pool</li><li>15) You're A Winner</li><li>16) Wonderland</li><li>17) High Fashion</li><li>18) Mumbo Jumbo</li><li>19) Rally Riches</li><li>20) Wham Glam</li></ol> <p>Game Assets for each of the above games is limited to:</p> <ul style="list-style-type: none"><li>▪ Static symbol sets;</li><li>▪ Video (animation and symbols);</li><li>▪ Static art and video elements related to second screen features; and</li><li>▪ Belly panels.</li></ul>



## **SCHEDULE 4**

### **REQUIRED PATENTS AND TRADE MARKS**

To be agreed between the Parties from time to time.



### **Schedule of Patents and Patent Applications**

United States Patent No. 8,197,336  
Gaming Apparatus and Systems  
Dynamite Games Pty Ltd  
Our Ref: 20721USP00:mam/rc  
Your Ref: 116935-282109

United States Patent Application No. 13/461,262  
Gaming Apparatus and Systems  
Dynamite Games Pty Ltd  
Our Ref: 20721USP01:mam/rc  
Your Ref: 116935-331227

United States Patent Application No. 12/891,451  
Gaming Apparatus and Systems  
Dynamite Games Pty Ltd  
Our Ref: 20740USP00:mam/rc  
Your Ref: 116935-291421

United States Patent Application No. 12/893,095  
Gaming Apparatus and Systems  
Dynamite Games Pty Ltd  
Our Ref: 20741USP00:mam/rc  
Your Ref: 116935-291503

United States Patent Application No. 13/416,779  
Gaming Apparatus and Systems  
Dynamite Games Pty Ltd  
Our Ref: 20741USP01:pdp/rc  
Your Ref: 116935-329225