

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3419606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
ARISTOCRAT LOTTERIES AB			09/29/2014
RECEIVING PARTY DATA			
Name:	ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LIMITED		
Street Address:	BUILDING A, PINNACLE OFFICE PARK, 85 EPPING ROAD, NORTH RYDE		
City:	NEW SOUTH WALES		
State/Country:	AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	12099624		
CORRESPONDENCE DATA			
Fax Number:	(860)286-0115		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8602862929		
Email:	kfrye@cantorcolburn.com		
Correspondent Name:	CANTOR COLBURN LLP		
Address Line 1:	20 CHURCH STREET, 22ND FLOOR		
Address Line 4:	HARTFORD, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	RCP0072US		
NAME OF SUBMITTER:	DANIEL F. DREXLER		
SIGNATURE:	/Daniel F. Drexler/		
DATE SIGNED:	06/30/2015		
Total Attachments: 4			
source=7EZ3483#page1.tif			
source=7EZ3483#page2.tif			
source=7EZ3483#page3.tif			
source=7EZ3483#page4.tif			

STRICTLY CONFIDENTIAL
EXECUTION VERSION

SHARE SALE AND PURCHASE AGREEMENT

dated

29 SEPTEMBER 2014

by

ARISTOCRAT LEISURE CYPRUS LIMITED
Seller

and

V.B. VIDEO (CYPRUS) LIMITED
Buyer

regarding

THE SHARES IN ARISTOCRAT LOTTERIES AB

BAKER & MCKENZIE

Baker & McKenzie Advokatbyrå KB
Vnsagatan 7
P.O. Box 180
SE-101 23 Stockholm
Sweden
www.bakermckenzie.com

1132316-v3\STODMS

PATENT
REEL: 035937 FRAME: 0759

**Share sale and purchase agreement (the "Share Sale and Purchase Agreement") dated
29 September 2014**

Between

ARISTOCRAT LEISURE CYPRUS LIMITED, a company with its registered office at 2nd Floor, Sotiri Tofini 4, Agios Athanasios, Limassol 4102, Cyprus, duly organised and registered under the laws of Cyprus, with company number 165135 ("Seller"); and

V.B. VIDEO (CYPRUS) LIMITED, a company incorporated and registered in the Republic of Cyprus with company number 191081 and its registered office at 12 Michalakopolou, 4th Floor, Office 401, Nicosia, Cyprus ("Buyer").

Recitals

- A. The Seller has entered into a framework purchase agreement dated 2 September 2014, between, among others, Aristocrat Technologies Europe (Holdings) Limited and Aristocrat Technologies Australia PTY Limited (jointly together with the Seller referred to as the "Sellers") as sellers and V.B. Video (Cyprus) Limited and Video B Holdings Limited (together referred to as the "Buyers") as buyers (the "Framework Purchase Agreement"). The Sellers have agreed to sell the Lotteries Business, as defined in the Framework Purchase Agreement, to the Buyers subject to the terms and conditions of the Framework Purchase Agreement and the relevant annexures and supplemental documents annexed or referenced therein.
- B. The Seller is the holder of 13,826 shares, each with a quota value of SEK 10 (the "ALAB Shares") in Aristocrat Lotteries AB (reg.no. 556613-7211), a company organised and existing under the laws of Sweden and with the registered address at Box 47221, 100 74 Stockholm, Sweden (the "Company"), which ALAB Shares represent all of the issued and outstanding share capital of the Company; and
- C. Pursuant to the Framework Purchase Agreement, the Seller has agreed to sell the ALAB Shares to the Buyer and the Buyer has agreed to purchase the ALAB Shares from the Seller.

The parties now therefore agree as follows.

The headings of this Share Sale and Purchase Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Share Sale and Purchase Agreement.


1. Definitions

Unless otherwise defined herein, the terms used in this Share Sale and Purchase Agreement shall have the meanings ascribed to them in the Framework Purchase Agreement.

2. Agreement to Sell and Purchase

The Seller hereby sells the ALAB Shares to the Buyer and the Buyer hereby purchases the ALAB Shares from the Seller on the terms and conditions set forth in this Share Sale and Purchase Agreement and in the Framework Purchase Agreement.

The ALAB Shares are transferred as of 30 September 2014 (the "Completion Date").

The ALAB Shares are sold free and clear of all encumbrances and together with all rights attached or occurring thereto, including all dividend rights. 

3. **Purchase Price**

4. **The Seller's actions at Completion**

At Completion, the Seller shall:

- (a) deliver to the Buyer duly endorsed share certificates in respect of the ALAB Shares with all dividend rights (if any) attached thereto;
- (b) notify the Company's board of directors of the transfer of the ALAB Shares;
- (c) ensure that appropriate entries are made by the board of directors of the Company into the share ledger of the Company in order to properly register the Buyer as the new owner of the ALAB Shares and ensure that the share ledger is delivered to the Buyer;
- (d) deliver signed resignation letters from each of the resigning directors, deputy directors and the auditor in which they confirm their resignation and that they have no outstanding claims on the Company;
- (e) deliver signed resignation letter from the resigning person authorised to receive service (*Sw. delgivningsbar person*) on behalf of the Company in which he confirms his resignation and that he has no outstanding claims on the Company;
- (f) cause all authorised powers of attorney (other than those held by the officers of the Company, if any) to be revoked effective as of the Completion Date; and
- (g) deliver a general power of attorney authorising those persons designated by the Buyer to represent the Company until new signatories have been registered with the Swedish Companies Registration Office (*Sw. Bolagsverket*).

5. **The Buyer's actions at Completion**

At Completion, the Buyer shall:

- (a) pay the ALAB Consideration in accordance with Section 3; and
- (b) cause an extra shareholders meeting of the Company to appoint new directors in replacement of those who resign at Completion, and procure that the documentation is submitted to the Swedish Companies Registration Office and provide the Seller with a copy (including a stamp of arrival) of the application.

6. **Warranty**

The Seller only makes the warranties in respect of the ALAB Shares as set out in the Framework Purchase Agreement and, consequently, except as expressly set forth in the Framework Purchase Agreement, the Seller is not making any representations or warranties, express or implied with respect to the Shares or the Company.

7. **Governing Law**

This Share Sale and Purchase Agreement is governed by and construed in accordance with the laws of England and Wales.

8. **Dispute Resolution**

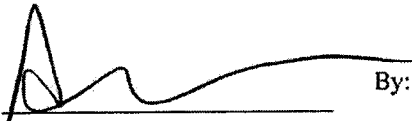


Any claim, dispute or difference arising out of or in connection with this Share Sale and Purchase Agreement (a "**Dispute**") shall (save as otherwise provided for in this Share Sale and Purchase Agreement) be exclusively and definitively resolved through final and binding arbitration in accordance with Clause 23 in the Framework Purchase Agreement.

The Buyer and the Seller have executed this Share Sale and Purchase Agreement at the day and year first written to be effective as and from this date.

Execution

The Buyer and the Seller have executed this Share Sale and Purchase Agreement at the day and year first written to be effective as and from this date.

ARISTOCRAT LEISURE CYPRUS LIMITED V.B. VIDEO (CYPRUS) LIMITED

By:		By:	
Name:	Anders Fast (by proxy)	Name:	
Title:		Title:	Director / CEO