

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LIMITED	09/30/2014
RECEIVING PARTY DATA	
Name:	VIDEO B HOLDINGS LIMITED
Street Address:	TRIDENT CHAMBERS , ROAD TOWN
City:	TORTOLA
State/Country:	VIRGIN ISLANDS, BRITISH
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8244785
Patent Number:	8738677
CORRESPONDENCE DATA	
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<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>	
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NAME OF SUBMITTER:	DANIEL F. DREXLER
SIGNATURE:	/Daniel F. Drexler/
DATE SIGNED:	06/30/2015
Total Attachments: 25	
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WE CERTIFY THIS
TO BE A TRUE COPY
OF THE ORIGINAL
Joelson Wilson LLP
JOELSON WILSON LLP
SOLICITORS

DATED

30 September

2014

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

between

ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LIMITED

and

VIDEO B HOLDINGS LIMITED

Joelson Wilson LLP
30 Portland Place
London W1B 1IZ
Date: August 2014
Ref: SAC.DMBK.A00220.11

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SCHEDULE

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THIS DEED is dated 30 September 2014

PARTIES

- (1) **Aristocrat Technologies Australia Pty Limited**, a company incorporated in New South Wales, Australia whose registered office is Building A, Pinnacle Office Park, 85 Epping Road, North Ryde, New South Wales, Australia (the "Assignor");
- (2) **Video B Holdings Limited** incorporated and registered in the British Virgin Islands with company number 609951 whose registered office is at Trident Chambers, Road Town, Tortola, British Virgin Islands (the "Assignee").

BACKGROUND

- (A) The Assignor owns the intellectual property rights in the Materials (as defined below).
- (B) By the Framework Agreement (as defined below) the Assignor has agreed to assign to the Assignee with effect from the completion of the Framework Agreement the intellectual property rights in the Materials.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Assigned Rights: all the Intellectual Property Rights embodied in the Materials;

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Designs: all and any Intellectual Property Rights, including without limitation copyrights and design rights, in the Indago™ VLT terminals;

Framework Agreement: means the sale and purchase agreement of even date between the Assignee, V.B.Video (Cyprus) Limited, Aristocrat Leisure Cyprus Limited, Aristocrat Technologies (Europe) Holdings Limited and the Assignor, in relation to the purchase of the entire share capital of Aristocrat Lotteries AB and Aristocrat Lotteries Italia S.r.L;

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, circuit rights, database rights, design rights, trademarks and service marks (including all goodwill therein), business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals

or extensions of, and rights to claim priority from, 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;

Materials: the Developed IP (as defined in the Framework Agreement) including, for the avoidance of doubt, the Patents and the Designs;

Patents: the patents and applications for patents, details of which are set out in the table at Schedule 1 to this agreement including the inventions disclosed in the Patents and any divisional applications made under them; and

VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedules form 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 Schedules.
- 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 shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes fax but not e-mail.
- 1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **ASSIGNMENT**

In consideration of the payment by the Assignee of the sum of _____ in accordance with clause 4 of the Framework Agreement, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- (a) in respect of any and each application in the Patents:

- (i) the right to claim priority from and to prosecute and obtain grant of patent; and
 - (ii) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (b) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (c) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents and any other of the Assigned Rights;
- (d) all goodwill attaching to any trade marks comprised in the Assigned Rights and in respect of the business relating to the goods or services in respect of which such trademarks are registered or used;
- (e) the right to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit the Assigned Rights in any way; and
- (f) 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.

3. VAT

- 3.1 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.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.
- 3.3 If the Assignee fails to comply with its obligation under this clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

4. FURTHER ASSURANCE

At the Assignee's expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement including

- (a) registration of the Assignee as applicant for, or proprietor of, the Materials; and
- (b) assisting the Assignee in obtaining, defending and enforcing the Materials, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6. LIABILITY

- 6.1 The Assignor's warranties and other obligations with respect to the Materials and liability under this agreement shall be subject to the limitations and exclusions set out in Schedule 6 of the Framework Agreement.

7. ENTIRE AGREEMENT

- 7.1 This agreement, together with the Framework Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or the Framework Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

8. VARIATION

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

9. SEVERANCE

9.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

9.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. COUNTERPARTS

10.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10.2 Transmission of an the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

10.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

11. THIRD PARTY RIGHTS

No person other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

12. NOTICES

12.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by fax to its main fax number.

12.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the third Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

13. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

13.1 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.

13.2 Subject to clause 13.3, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

13.3 Without limiting a party's right to seek immediate injunctive or interlocutory relief, the parties agree to co-operate and to meet and conduct in good faith such discussions and negotiations as may be necessary or desirable to resolve any dispute which may arise between them in relation to this agreement. If the dispute is not resolved by agreement within ten (10) days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), it shall be exclusively and definitively resolved through final and binding arbitration in accordance with Clause 23.4 of the Framework Agreement.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 PATENTS

Family	Internal Title	Description	Inventor	Owner	Jurisdiction	Filing Number	Grant Number	Status
31121	License Management In a Gaming System	There is disclosed a gaming system comprising, a gaming machine terminal configured to seek to initiate a game session, a license management client configured to control initiation of the game session based on a license control parameter, and a license management server in data communication with the license management client and configured to generate the license control parameter and serve the license control parameter to the license management client.	Andersson; Hutchison-Kay; Nilsson	ATA	USA	11757944		Pending
31123	Push	Updating information in a client-server based gaming system comprising a client gaming machine, a game application server and a central database, by: storing in said central database login information for gaming system units that are logged in to the gaming system; storing updated information in the central database; storing an information update control command comprising an indication of the updated information and an indication of a receiver gaming system unit in the central database; generating an update command message	Abrink; Andersson; Nilsson		USA USA	14160644	US8647207	Pending Granted

1198	Online synchronization between databases	comprising an update command for execution of an update operation in the receiver gaming system unit; determining the communication route to the receiver gaming system unit dependent on the stored login information; communicating the update command message to the receiver gaming system unit dependent on the determined communication route; ; executing the update command comprised in the update command message in the receiver gaming system unit.	Abrink; Andersson	ATA	Australia	11971649	AU2010206026	Granted
1199	Client controlled bandwidth usage during file download	A method of conducting transactions in a gaming system comprising: providing a back end database; providing a front end database comprising at least one front end transactional data table partitioned into a plurality of time interval partitions; (a) conducting transactions for a client in one of the time interval partitions of the front end transactional data table; (b) locking the time interval partition in which transactions have been conducted; and (c) updating the back end database with transactions from the locked partition to synchronize the back end database to the front end database.	Andersson	ATA	USA			Pending

1263	Centralized continuous meter management integrated with legacy system	arranged to facilitate communications between respective gaming machines, the communications network having an associated bandwidth for communications to and from the communications network. Each gaming machine is arranged to send status data indicative of whether the gaming machine is performing an activity requiring bandwidth usage to the other gaming machines, and each gaming machine is arranged to determine the amount of bandwidth available to the gaming machine for non-game implementation related activity using the status data received from the other gaming machines. A corresponding method is also disclosed.	Anders son; Meurli ng; Nilsson	ATA	Australia	201327060 1	Pending
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1290	Third party download as embedded solution	<p>A software maintenance system for managing a software distribution system for distributing a software package to one or more target machines is described. The software distribution system comprises a plurality of software distribution parts. At least one of the software distribution parts is provided at each target machine for receiving the software package. The software management system comprises a software maintenance server for receiving a software package for updating one or more target machines and at least one software maintenance unit for each software distribution part. The software maintenance server is configured to: define at least target machines for</p>	Anders son	ATA	Australia	2012201086	Pending
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1544	Geographical Zoom	<p>Abstract A gaming system is disclosed which comprises a plurality of gaming machines. Each gaming machine is arranged to implement a probabilistic game and to determine when a winning outcome occurs. The system comprises a display, and a zoom sequence implementer. The gaming system is arranged to generate a win communication indicative of a winning gaming machine of the plurality of gaming machines when a specific winning outcome occurs at the winning gaming machine. The zoom sequence implementer is arranged in response to the win communication to cause location information indicative of the location of the winning gaming machine to be</p>	Hutchinson-Kay; Jacobs on	ATA	Australia	2012201985	Pending
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1623	G2S Bandwidth Requirement Reduction	<p>the gaming system. The system is arranged to provide a player with access to video information relating to a winning outcome obtained by the player. A corresponding method is also disclosed.</p> <p>Abstract A gaming system is disclosed which comprises a plurality of gaming machines, each gaming machine being arranged to implement a game, a data handling system arranged to communicate with a back end gaming system configured to receive data from the gaming machines, and a communications network arranged to facilitate communications between the gaming machines and the data handling system. The data handling system</p>	Hutchinson-Kay	ATA	Australia	2012238217		Pending
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1733	Chain Reaction	<p>is arranged to store data received from the gaming machines through the communications network, and to send stored data to the back end system in communication with the data handling system when requested by the back end system. A corresponding method is also disclosed.</p> <p>A method of gaming in a gaming system comprising: initiating a bonus game comprising a plurality of levels having a defined sequence; determining a group of participants in the bonus game; associating each participant with a level such that each participant is eligible to a bonus win based on the level with which the participant is currently associated;</p>	Hutchinson-Kay	ATA	Australia	2012216731		Pending
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		<p>component generates and outputs an access control code based on a gaming system component identifier and an identifier of the identification device. An access controller receives the access control code, identifies from the access control code the gaming system component and the operator, determines access permission based on a combination of the gaming system component and an access level assigned to the operator and generates an access return code to enable operator access to the gaming system component.</p>	Lindborg	ATA	USA	14191972		Pending
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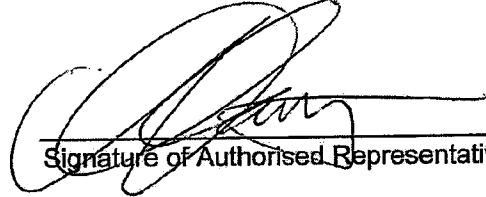
1893	Lottery/SBG System	<p>An example gaming system server is arranged to receive terminal data from a player operable terminal and determine whether the terminal data includes at least one of game play data and lottery data. The server includes a game module which operates in response to a determination that the terminal data includes game play data to generate server game data based on the game play data for transmission to the player operable terminal; a lottery module which operates in response to a determination that the terminal data includes lottery data to generate a lottery entry; and a communication module arranged to communicate the</p>	Anders son	ATA	USA	14168713		Pend ing
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1905	Site local real-time monitoring of gaming machines	lottery entry to an independent lottery system in a form compatible with the lottery system, receive a receipt from the lottery system for the lottery entry, and associate the receipt with the terminal.	There is provided a gaming system, comprising: a plurality of gaming clients located at a first site; a site controller located at the first site; and a gaming server adapted to generate game outcomes for the gaming clients, the gaming server being located at a second site remote from the first site and in communication with the gaming clients and the site controller over a network, the gaming server comprising an operational database adapted to store	Lindblad; Lindboord; Meurling	ATA	Australia	2012200867	Pending
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SIGNED on behalf of **Aristocrat Technologies Australia Pty Limited** by its authorised representative in the presence of



Signature of witness



Signature of Authorised Representative

Antonia Korsanos, Director

Andrew Hensher

Name of witness - please print

Name of Authorised Representative

30 September 2014

Date

SIGNED on behalf of **Video B Holdings Limited** by its authorised representative in the presence of

Signature of witness

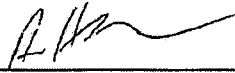
Signature of Authorised Representative

Name of witness - please print

Name of Authorised Representative

Date

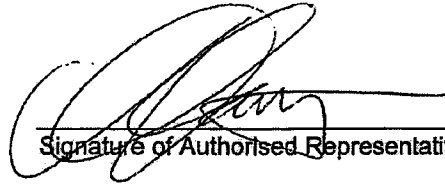
SIGNED on behalf of **Aristocrat Technologies Australia Pty Limited** by its authorised representative in the presence of



Signature of witness

Andrew Hensher

Name of witness - please print



Signature of Authorised Representative

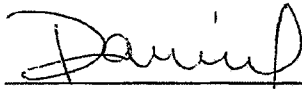
Antonia Korsanos, Director

Name of Authorised Representative

30 September 2014

Date

SIGNED on behalf of **Video B Holdings Limited** by its authorised representative in the presence of



Signature of witness

Daniel

Name of witness - please print



Signature of Authorised Representative

Shay Segal

Name of Authorised Representative

23/9/14

Date