

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3631382

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
AIM MANAGEMENT, INC.	08/18/2015
DOUG OKUNIEWICZ	08/18/2015

RECEIVING PARTY DATA

Name:	GAME PLAY NETWORK, INC.
Street Address:	12121 WILSHIRE BLVD.
Internal Address:	SUITE 100
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	9070260
Patent Number:	8986105
Patent Number:	8821246
Patent Number:	8690665
Patent Number:	8628411
Patent Number:	8562431
Patent Number:	8337309
Patent Number:	7985129
Patent Number:	7922578
Patent Number:	7922577
Patent Number:	7871325
Patent Number:	6840860
Patent Number:	6585589
Patent Number:	6146276
Patent Number:	5908354
Application Number:	10388819
Application Number:	11033920
Application Number:	11057801

PATENT

Property Type	Number
Application Number:	11057499
Application Number:	13726295
Application Number:	14059179
Application Number:	14667083

CORRESPONDENCE DATA

Fax Number: (858)720-8900

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.

Email: dmipdocketing@sheppardmullin.com

Correspondent Name: SHEPPARD MULLIN RICHTER & HAMPTON LLP

Address Line 1: 12275 EL CAMINO REAL, SUITE 200

Address Line 4: SAN DIEGO, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER: 45RL-213487

NAME OF SUBMITTER: HEAN L. KOO

SIGNATURE: /HEAN L. KOO/

DATE SIGNED: 11/24/2015

Total Attachments: 20

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AGREEMENT

This AGREEMENT (the "Agreement") is made effective as of August 18, 2015 (the "Effective Date"), by and between Game Play Network, Inc., a Delaware corporation, having an address of 12121 Wilshire Blvd., Suite 100, Los Angeles, CA 90025 ("Game Play" or "Licensee"), on the one hand, and AIM Management, Inc., a Nevada Corporation, having an address of 5100 Riverbend Ave., Post Falls, Idaho 83854, ("AIM") and Douglas M. Okuniewicz ("Okuniewicz"), an individual having an address of 5100 Riverbend Avenue, Post Falls, Idaho 83854, on the other hand (collectively the "Licensors"). Game Play, AIM and Okuniewicz are hereinafter sometimes individually referred to as a Party and collectively as the Parties.

In consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

I. Definitions

"Affiliate" means any other individual or entity that directly or indirectly, controls, is controlled by, or is under common control with a Party. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract or otherwise.

"Assertion Rights" shall mean the Pick Rights (as set forth in Section 4) and Rights to Enforce Exclusivity (as set forth in Section 5).

"Change of Control" (i) the acquisition in one or more transactions by any Person of the beneficial ownership of 50% or more of (A) the then outstanding shares of common stock of Game Play, or (B) the combined voting power of the then outstanding securities of Game Play entitled to vote generally in the election of directors (the "GP Voting Stock"); (ii) the closing of a sale or other conveyance of all or substantially all of the assets of Game Play; or (iii) the effective time of any merger, share exchange, consolidation, or other business combination involving Game Play if immediately after such transaction persons who hold a majority of the outstanding voting securities entitled to vote generally in the election of directors of the surviving entity (or the entity owning 100% of such surviving entity) are not persons who, immediately prior to such transaction, held a majority of the GP Voting Stock; provided, however, that a Change in Control shall not include (W) any consolidation or merger effected exclusively to change the domicile of Game Play, (X) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by Game Play or indebtedness of Game Play is cancelled or converted or a combination thereof, or (Y) a public offering of capital stock of Game Play.

"Election Date" means the date, on or prior to the 5th anniversary of the Effective Date, on which Game Play effects in writing whether to extend the Exclusive License in accordance with Section 3 of this Agreement.

"Field of Use" means: i) receiving a wager from a player and/or handling a wager on behalf of the player at the request of the player; ii) determining and/or obtaining an outcome of the wager

but not immediately revealing the outcome to the player; and (ii) displaying and/or revealing the outcome or information related to the outcome to the player, in whole or in part, at a later time and/or via another device; provided, however, if a wager is placed by a player on a wagering device within a physical Licensed Casino, the displaying and/or revealing of the outcome of the wager to the player, in whole or part, at a later time and/or via another device, shall be primarily intended to occur outside of the physical Licensed Casino.

The Field of Use shall not cover data-based awards where a player is immediately notified of an outcome of a wager, even if the outcome results in an electronically deliverable and actuable award.

"Game Play's Customers" shall mean individuals and/or entities using products and/or services provided by Game Play or its Affiliates.

"Game Play's Business Partners" shall mean Persons or entities that, pursuant to a contractual obligation to Game Play or its Affiliate(s), are providing a portion of the products/services used by Game Play or its Affiliates to exercise its or their license rights hereunder.

"Licensed Casino" shall mean a facility, licensed by a state or tribal gaming control board, gaming commission or other governmental agency charged with regulating gaming in its jurisdiction, whose primary business relates to operating gambling games, including table games, spinning reel games and banked games.

"Licensed Patents" shall mean Licensors' Patents that are subject to the license grant in Section 2.

"Licensors' Patents" includes all Licensors' and its Affiliates': (a) pending and any future filed or acquired provisional patent applications or patent applications, and patents presently or hereafter granted or otherwise acquired or obtained, and other similar filings and governmental grants or issuances worldwide, including without limitation any patents or future applications from which any of Licensors' patents directly or indirectly claims priority and/or for which any of Licensors' patents or applications directly or indirectly forms a basis for priority; (b) and reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, and divisions, worldwide, of, and all patents and pending and future patent applications whose priority is based upon or in common with, any provisional patent application, patent application, patent or other governmental grant or issuance set forth in (a) above. Licensors' Patents shall not include patents or patent applications conceived, in whole or in part by Okuniewicz to the extent conception occurs by Okuniewicz while working as an employee of or consultant to a company (other than AIM, Greene Group or an Affiliate of either), provided: i) Okuniewicz does not own more than a 5% interest in the company; ii) Okuniewicz has an obligation to assign such patents and patent applications to the company; and iii) neither AIM nor Greene Group have an ownership, control or beneficial interest in the company. Licensors' Patents at the time of execution include those on Attachment A.

"Lien" means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, equitable interest, right of possession, lease, option, right of first refusal, preemptive right, imperfection of title, or transfer restriction or condition or any claim for any of the foregoing.

"Life of the Licensed Patents" shall mean the date of the last to expire of the Licensed Patents (including any future acquired Licensed Patents).

"Outcome" means, the result of a wager, but not any award in addition to the result of the wager.

"Period of Exclusivity" means an initial period of three years from the Effective Date of this Agreement, as such period may be extended pursuant to the terms of Section 3 of this Agreement.

"Period of Exclusivity Extension Payment" means a one-time payment of [REDACTED] to Licensors pursuant to Section 3 of this Agreement.

"Person" shall be construed in the broadest sense and means and includes a natural person, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and any other entity and any federal, state, municipal, foreign or other government, governmental department, commission, board, bureau, agency or instrumentality, or any private or public court or tribunal.

2. License Grant

Subject to Game Play not breaching this Agreement (or curing any noticed breach within 30 days in accordance with Section 9 or 6 months in Section 3(e)), Licensors and its Affiliates grant to Game Play as of the Effective Date (i) an exclusive license under the Licensors' Patents to the Field of Use, for the Life of the Licensed Patents, unless earlier terminated in accordance with the termination provisions of this Agreement; and (ii) a non-exclusive license to Licensors' Patents to the extent used in conjunction with the Field of Use, for the Life of the Licensed Patents, unless earlier terminated in accordance with the termination provisions of this Agreement (hereinafter, "Exclusive License"). For the avoidance of doubt, the Exclusive License shall not be construed to grant a license to Game Play to use any claimed features in the Licensed Patents independent from the Field of Use nor shall it permit Licensors or its Affiliates to grant others a right to use the Licensed Patents in the Field of Use or reserve rights for Licensors to compete with Game Play, during the Period of Exclusivity, in the Field of Use.

Any subsequent license granted under any of the Licensed Patents and any sale of any of the Licensed Patents shall be subject to this Agreement. The license granted to Game Play shall be a worldwide, royalty-free right for Game Play and its Affiliates to make, have made, use, have used, sell, have sold, offer to sell and import products and services covered by the Licensed Patents.

The Exclusive License shall have an initial term of (3) three years from the Effective Date of this Agreement, and may be extended at Game Play's option in accordance with the terms below.

The licenses granted herein shall cover Game Play's Customers and/or Business Partners solely to the extent that the Customers are using Game Play's or its Affiliates' products and/or services or that the Business Partners, pursuant to a contractual obligation to Game Play or its Affiliate(s), are providing a portion of the products/services used by Game Play or its Affiliates to exercise their license rights hereunder. Customers and Business Partners shall not otherwise enjoy any license rights by virtue of this Agreement.

Game Play shall be permitted to assign its rights under this Agreement to a successor pursuant to a Change of Control, provided however, if the successor is a Licensed Casino operator or supplier of gaming equipment to a Licensed Casino, the license, upon assignment, shall only cover the scope of activities in the Field of Use (Section 2, items (i) and (ii)) and shall not otherwise grant any license or Pick Rights to such successor or provide any retroactive benefit.

[REDACTED]

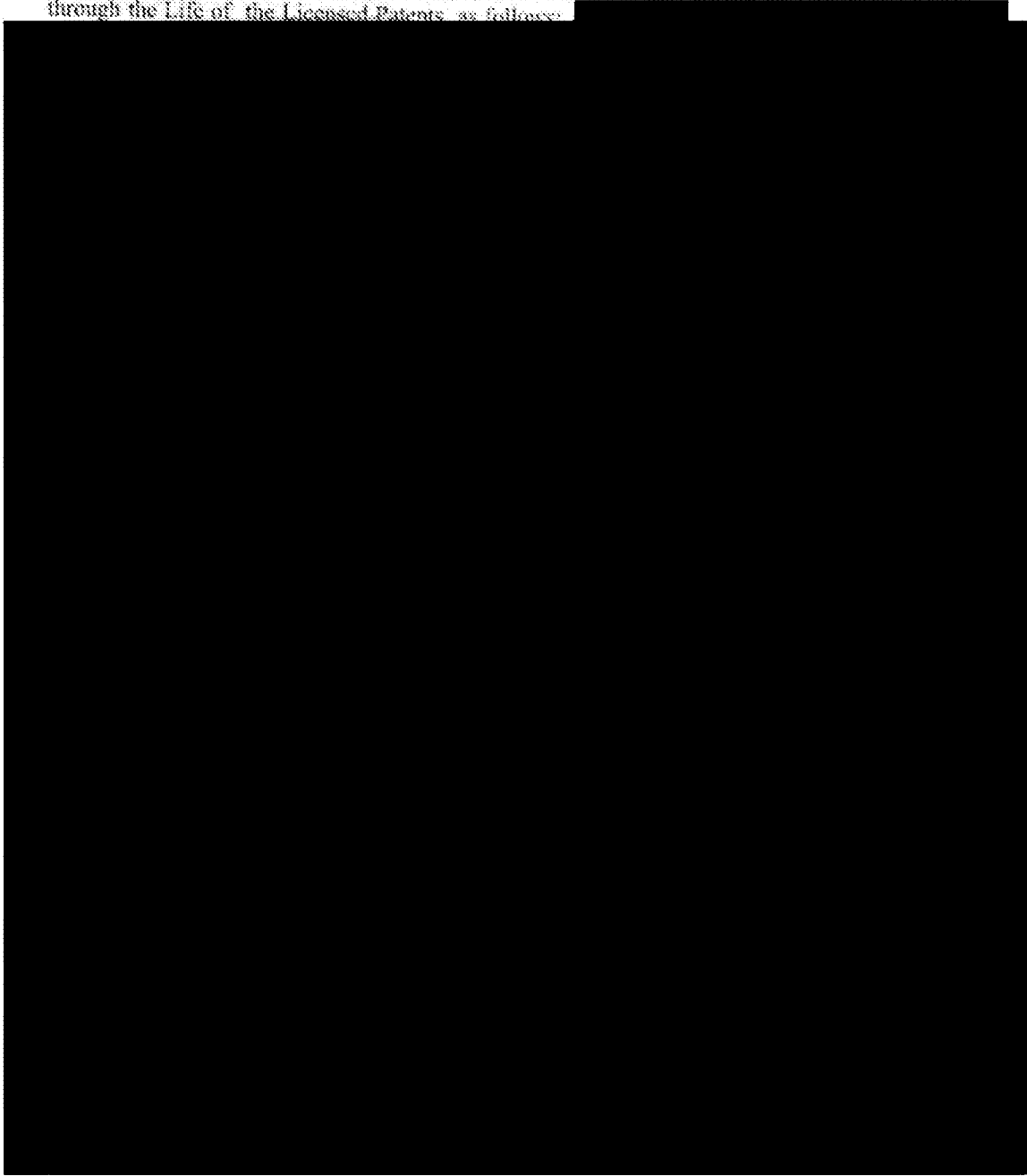
For the avoidance of doubt, if Game Play exercises and pays for a pick prior to the consummation of a Change of Control, the successor may continue with use of the Picked Patents for the Purpose for that instance, notwithstanding the Change of Control, but the successor shall not have any right to exercise any additional Pick Right whatsoever or, upon the occurrence of an Option Trigger, withhold or delay return of any picked patent beyond the term provided herein.

To the extent Licensors believe any event has occurred or failed to occur that would result in a loss of the exclusivity of the Exclusive License, it shall notify Game Play in writing of the alleged basis and Game Play shall have 30 days to take whatever action, if any, necessary to maintain the exclusivity. In the event Game Play, in good faith, believes that the alleged basis does not cause a loss of exclusivity it shall notify Licensors in writing of its basis and the parties shall work in good faith to resolve the dispute. The exclusivity shall not terminate if Game Play takes any necessary action to maintain exclusivity, or if there is a bona fide dispute, upon resolution of the dispute, Game Play takes any necessary action to maintain exclusivity.

3. Financial Terms

[REDACTED]

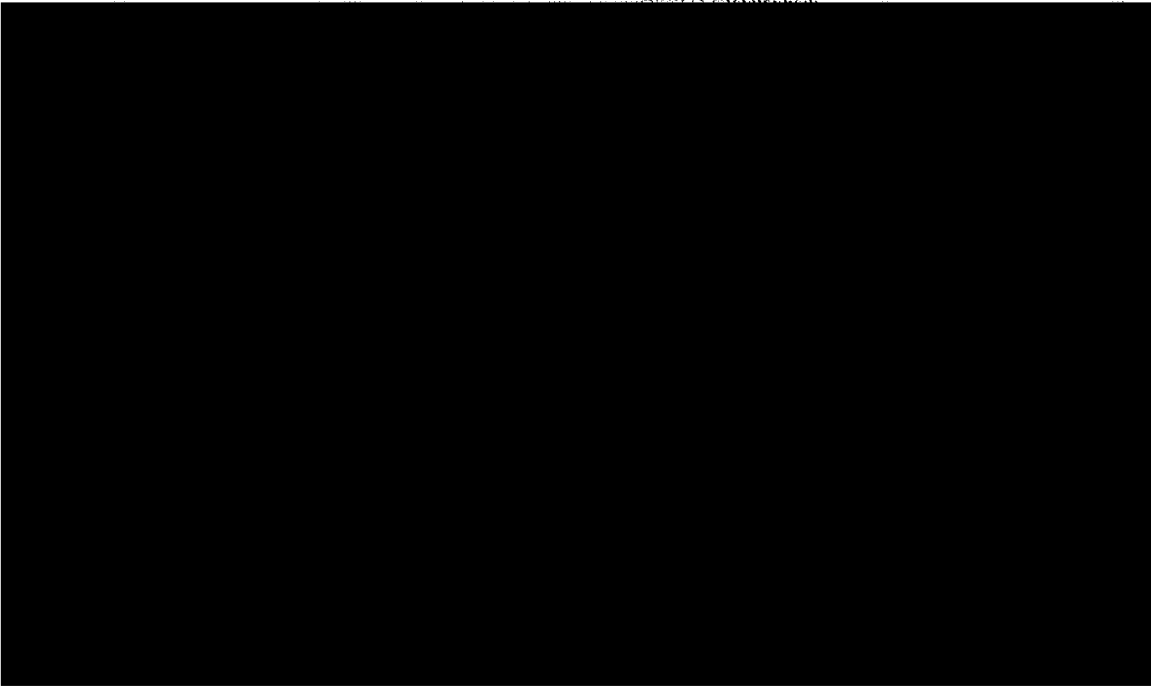
(e) Provided that Game Play has maintained continued exclusivity at all times from the Effective Date through the Election Date, then Game Play may extend the Exclusive License through the Life of the Licensed Patents as follows:



Game Play shall irrevocably forfeit its rights to transfer, pick or otherwise assert, or cause the Licensors to assert, a patent under this Agreement for any reason (for all time periods) upon its first failure to make a Late Payment prior to an applicable Late Payment Deadline.

As a condition of exercising Pick Rights or Rights to Enforce Exclusivity, Game Play shall be current on all payments due or become current to the extent permitted under this Agreement.

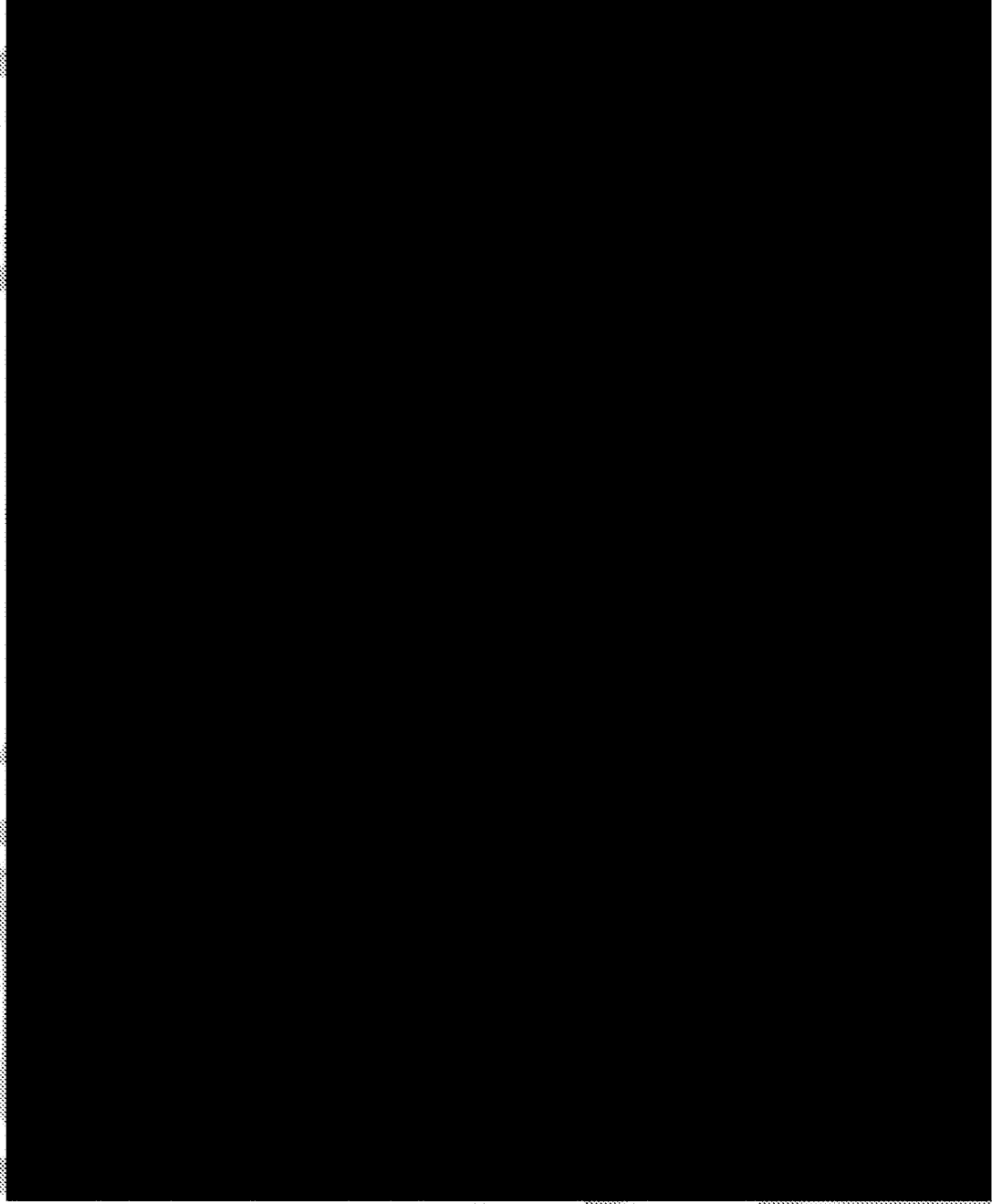
The failure to make any Assertion Rights Preservation Payment shall not be a breach of the Agreement. In the event that the Pick Rights and right to enforce exclusivity terminate, Licensors shall not be obligated to enforce the Licensed Patents against infringers.

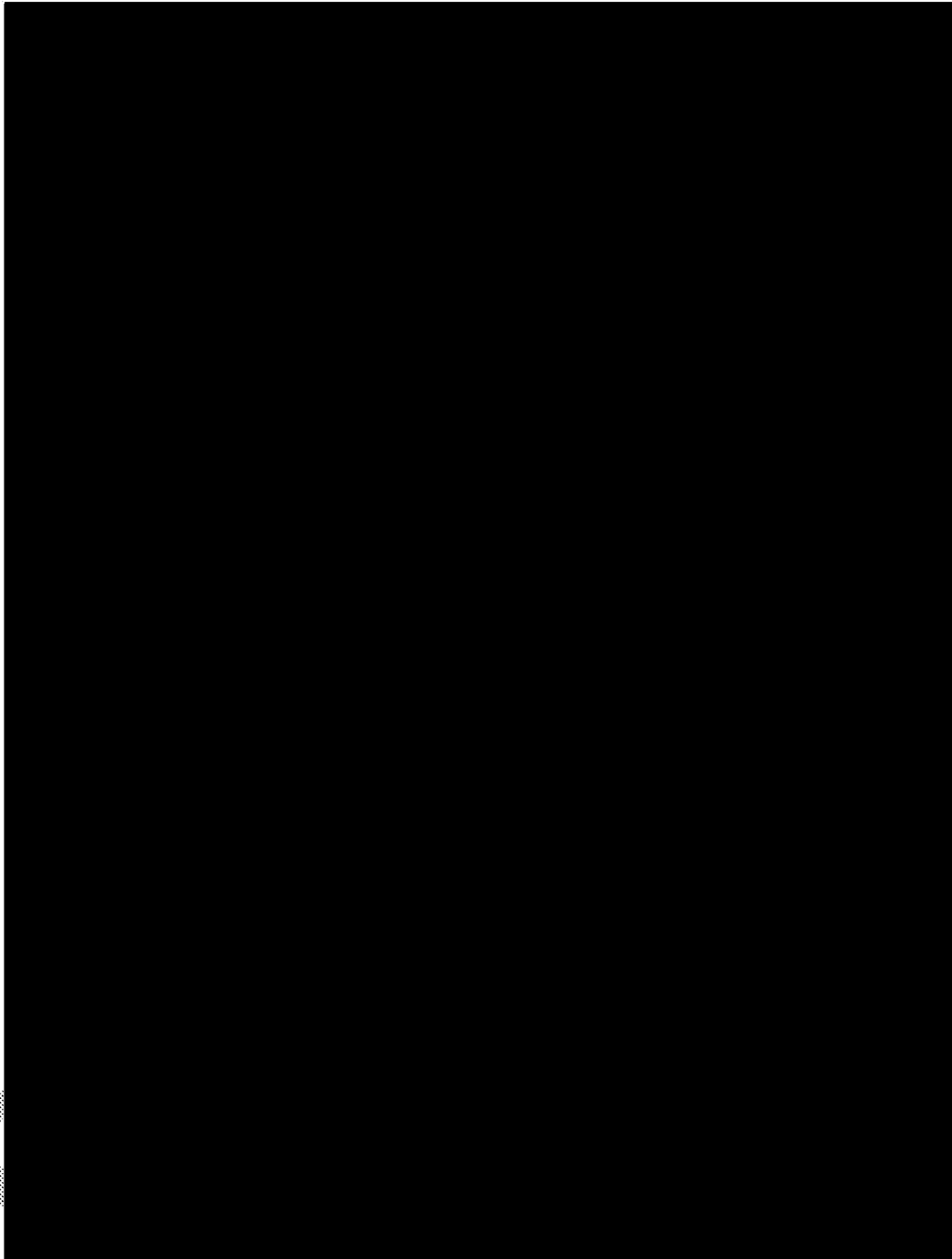


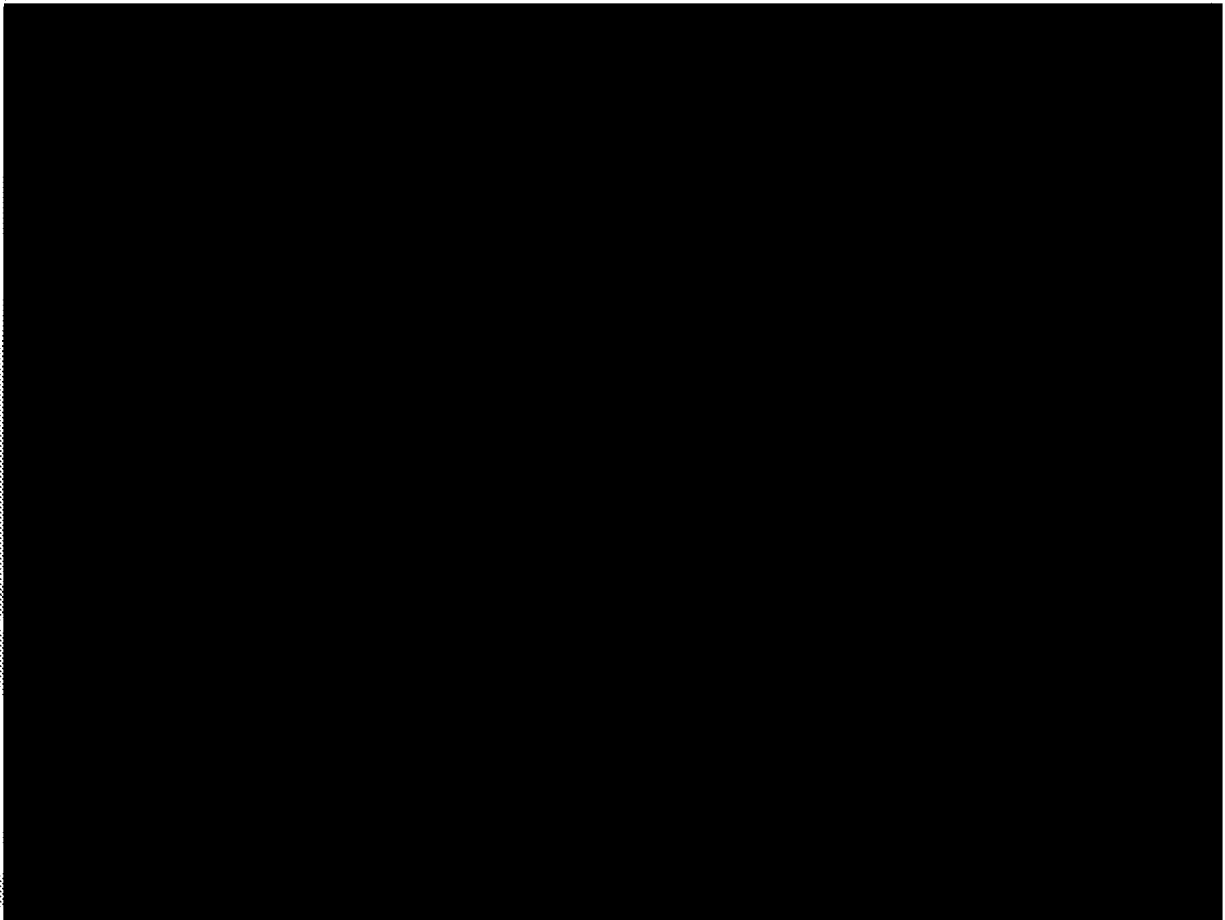
4. Pick Rights

(a) Commencing upon the Licensor's receipt of the first [REDACTED] from Game Play, and for ten (10) years after the Effective Date, Game Play shall have the right to exercise "Pick Rights," [REDACTED] if Game Play is: (i) either a defendant in a patent suit, or (ii) is threatened by a patent owner with patent infringement allegations and/or a cease and desist demand sufficient to create a reasonable apprehension of litigation sufficient for Game Play to have a basis for filing a declaratory judgment action of non-infringement, invalidity and or unenforceability, against the patent owner in order to provide Game Play an opportunity to assert and enforce a patent infringement counterclaim against the plaintiff in said suit or assert and enforce counter patent infringement allegations against the patent owner threatening infringement or demanding the cease and desist (the "Purpose").

The Pick Rights shall permit Game Play to select any of the Licensed Patents
[REDACTED] ("Picked Patents") to use for such Purpose.







5. **Rights to Enforce Exclusivity.**

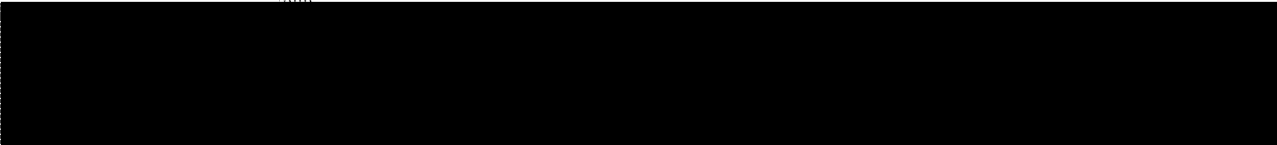
(a) During the Period of Exclusivity, if Licensors become aware of or are notified of infringement by a third party of Game Play's Field of Use, Licensors shall promptly inform Game Play of such infringement, and shall either: (i) [redacted] diligently and promptly enforce the Licensed Patents against such infringers) to preserve Game Play's exclusivity to the maximum extent possible; or (ii) [redacted]

[redacted] upon written request from Game Play, assign to Game Play [redacted] Licensed Patents, within 7 days of such request, to enable Game Play to assert and enforce a patent infringement claim against a party that is infringing Game Play's Field of Use and/or demanding the infringing party cease and desist infringing the Field of Use (the "Exclusivity Purpose"). Such rights shall be referred to as Rights to Enforce Exclusivity.

Additional patents may be assigned to Game Play for the Exclusivity Purpose, upon request by Game Play. [REDACTED]


If an infringed patent is not available for assignment (e.g., because it is being enforced by Licensors at the time), the Parties shall cooperate to have such patents asserted by Licensor at Game Play's direction and expense, to protect its rights under the Exclusive License.

Any assignment for the Exclusivity Purpose shall include the right to sue for past infringement and collect damages, including past damages, and settle any such lawsuit or allegations, in the form attached as Exhibit B. Game Play shall control any such litigation. [REDACTED]



(e) For purposes of exercising any Assertion Rights granted to Game Play to enforce the Licensed Patents hereunder, Licensors shall cooperate and promptly take actions reasonable and necessary to confer standing on Game Play to enforce the relevant patents, and if necessary, to join any lawsuit, where such lawsuit shall be controlled by Game Play at Game Play's expense where such joinder is necessary to bring or maintain suit. In any case where Licensors join a lawsuit filed by Game Play where Game Play controls the litigation at its expense, Game Play shall not be required to pay Licensors' attorney's fees. In any case where Game Play joins a lawsuit filed by Licensors, where Licensors control the litigation at their expense, Licensors shall not be required to pay Game Play's attorney's fees.

If such joinder by Licensors is insufficient to confer standing on Game Play in the suit, then Licensors shall assign to Game Play available infringed patents (subject to the fees and conditions set forth herein) and promptly take other reasonable actions if necessary to enable Game Play to bring suit to protect its rights under the Exclusive License, within 7 days of such request by Game Play. For the avoidance of doubt, notwithstanding any such joinder, Game Play shall have the right to control any such litigation and shall be deemed the party that enforced the patents.



(e) If, during Game Play's assignment period, Licensor also wants to enforce the patent(s) assigned to Game Play, or a patent otherwise asserted for the Exclusivity Purpose or Pick, the Parties shall cooperate to the maximum extent possible to facilitate both enforcements.

including Game Play joining a suit filed by Licensors (to the extent permissible under the patent laws of the US) and/or filing suit at Licensor's expense and under Licensor's direction and the parties shall cooperate, under a common interest agreement, in connection with any enforcement by Licensor of patents currently subject to a Pick or other assignment or assertion and Licensor shall control such enforcement however, Licensor shall not be responsible for Game Play's legal fees. For the avoidance of doubt, notwithstanding any such joinder, Licensor shall have the right to control any such litigation and shall be deemed the party that enforced the patents.

6. **Right of First Refusal.** In the event Licensors shall have received a bona fide offer and wish to sell all or some of the Licensed Patents, then the Licensors may sell the same only after offering the patents proposed to be sold to Game Play in the following manner:



(c) In the event Game Play shall exercise its option to purchase all of the patents so offered, Game Play and Licensors shall mutually designate the time, date and place of closing; provided, however, that the date of closing shall be within thirty (30) days of the date that Game Play provides notice to the Licensors of its election to purchase the patents so offered.

(d) In the event that Game Play does not exercise its option to purchase all of the patents so offered as provided herein, the Licensor shall be free to sell the patents so offered to the individual or entity named in the aforesaid notice at the price and upon the terms and conditions set forth in such notice. Any sale of the Licensed Patents shall be subject to all of the licenses and rights granted to Game Play including, without limitation, any Rights to Enforce Exclusivity, provided however, upon such sale to the person or entity named in the notice, the patents sold shall no longer be subject to the exercise of Pick Rights, but Game Play may

continue enforcement of any Picked Patents where the pick was exercised prior to such sale, subject to the conditions in (f) below.

(e) In no event shall the sale of any patent pursuant to this section have any other effect on the other terms of this Agreement.

7. Patent Maintenance. During the term of the License, Licensors shall keep issued patents in force, including payment of all necessary maintenance fees.

8. Representations and Warranties. Licensors represent and warrant that: (i) the patents are valid and enforceable under the existing patent laws based on the facts of which they are currently aware, and that to the best of their knowledge the patents are otherwise valid and enforceable and none of the Licensed Patents has ever been found invalid or unenforceable, in whole or in part, for any reason in any administrative, arbitration, judicial or other proceeding, and Licensors have not received notice from any third party threatening the filing of any such proceeding, and neither Licensors nor its Affiliates nor their officers, directors, employees, agents, or other representatives have engaged in any conduct, or, to Licensors' knowledge, omitted to perform any necessary act, the result of which could render any Licensed Patent, invalid, unenforceable, abandoned or cancelled, including, without limitation, any misrepresentation of Licensors' patent rights to a standard-setting organization; (ii) to the best of their knowledge, the exercise of the license rights herein does not infringe any third party patents; (iii) the Licensed Patents are free and clear of all Liens and, except as disclosed on Exhibit D attached, there are no existing contracts, agreements, options, commitments, or rights with, to, or in any person to acquire any of the Licensed Patents in conflict with this Agreement; (iv) Licensors shall not grant any Lien that conflicts with the rights granted to Game Play and any Lien granted shall be made subject to the terms of this Agreement; (v) they have the full power and authority on their behalf and on behalf of any Affiliates to enter into this Agreement and to carry out their obligations hereunder, including, without limitation, the right to grant the licenses, pick rights and other rights granted herein; (vi) they are the exclusive legal and beneficial owner of and has good and marketable title to the Licensed Patents, including, without limitation, all right, title, and interest to sue for past, present and future infringement thereof and they have obtained and properly recorded previously executed assignments for the Licensed Patents as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction; (vii) they are not aware of any third party actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any

way to the Licensed Patents and as of the execution date Licensors have not initiated any actions, suits, claims, or proceedings relating in any way to the Licensed Patents and no such actions, suits, claims, or proceedings have been threatened, are pending, or are in progress, except for the letters to third parties offering to license one or more of the Licensed Patents; (viii) no prior licenses or covenants not to sue have been granted under the Licensed Patents and none is subject to any express or implied licensing obligations owed to any standards body or any similar organization or any Open Source License requirements. An "Open Source License" is any license for computer software that requires source code to be made available under terms that allow for modification and redistribution without the consent of, or without having to make payment to, the original owner (e.g., the GNU GPL, LGPL, Mozilla Public License, or the Apache Software License); (ix) the Licensed Patents are not subject to any covenant not to sue or similar restrictions on its enforcement as a result of any prior transaction related to the Licensed Patents.

Game Play represents and warrants that:

(a) it has no knowledge of any actions, suits, investigations, claims, or proceedings threatened, pending, or in progress by any third party relating in any way to a claim that Game Play is restricted, or may not freely undertake its current business activities, or any business activities in which it may participate in the future;

(b) under the existing patent laws and other applicable intellectual property laws, and under the facts of which it is currently aware, the activity in the Field of Use that it currently engages or practices, and that it intends to practice in the future, does not infringe any third party patent rights or other intellectual property rights, including copyright rights, trade secret rights, and similar rights;

(c) it has no present intention or plan, nor has it contemplated any such plan, to offensively use one or more of the Licensed Patents against any third party; and

(d) it has the full power and authority to enter into this Agreement and to carry out its obligations hereunder.

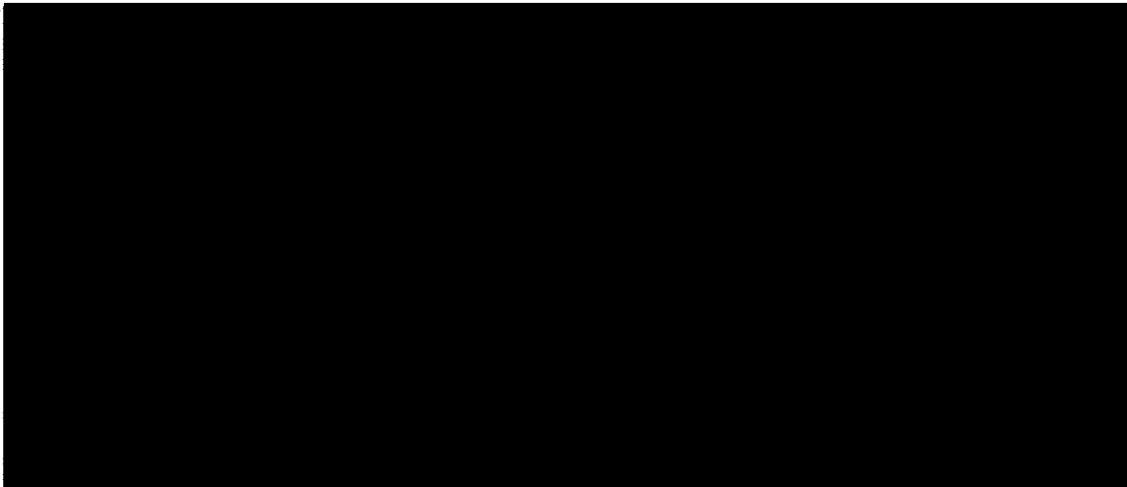
EXCEPT AS SET FORTH HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

9. In the event a Party believes that the other Party has breached a material obligation under this Agreement, it may provide written notice to the other Party of the alleged breach. The other Party shall have thirty (30) days to cure the breach or if there exists a bona fide dispute regarding whether a breach has occurred, provide written notice of the basis for dispute, in which case the parties shall work in good faith to resolve the dispute. If such other Party fails to cure an undisputed breach within thirty (30) days after written notice to cure ("Uncured Breach"), the Party may elect to terminate the Agreement, without waiving any other right or remedy.

Upon an Uncured Breach by Game Play, Licensors shall have the right to terminate the Agreement and the rights granted hereunder to Game Play shall immediately terminate and

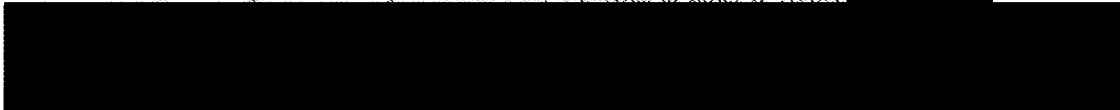
Game Play shall be obliged to pay, within thirty (30) days of the effective date of termination, all amounts that are accrued and owing to Licensors prior to the date of termination.

Upon an Uncured Breach by Licensors, Game Play shall have the rights, at its option, to: i) seek specific performance of Game Play's license rights and Assertion Rights under the Agreement for the duration of the Agreement; and/or ii) pursue other rights and remedies available at law or equity; provided, however, if Licensors breach is based on a failure or refusal to assign a patent to which Game Play believes it has a right of assignment hereunder, and Game Play files a lawsuit to compel specific performance to obtain the assignment, then a court shall award to the prevailing party its reasonable attorneys' fees, expenses and costs incurred as a result of the lawsuit.



11. The Parties shall mutually agree on any press release or other public announcements or disclosures regarding the contents of this Agreement.

12. No rights are granted to any of Game Play's patents or other IP rights. 



13. **Governing Law; Venue/Jurisdiction.** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Nevada, without reference to its choice of law principles to the contrary. The Parties agree to submit solely and exclusively to the personal jurisdiction of the State or Federal Courts located in Nevada and they hereby waive any and all defenses or arguments regarding venue, personal jurisdiction or *forum non conveniens*.

14. Game Play shall have a right to record notice of the existence of the license or a mutually agreed to redacted form thereof at the Recordation Branch of the USPTO.

15. Licensors are liable for any sales, use, value-added and similar transaction taxes and customs duties paid or payable, however designated, levied, or based on any and all payments Game Play is required or permitted to make to Licensors hereunder. Neither party will be responsible for paying any federal, state, local or other taxes based on the other party's net income.

16. **Notices.** All notices given hereunder will be given in writing (in English or with an English translation), will refer to Licensors and to Game Play and to this Agreement and will be: (a) personally delivered, (b) delivered postage prepaid by an internationally recognized express courier service, or (c) sent postage prepaid registered or certified U.S. mail (return receipt requested) to the address set forth below:

If to Game Play:

Game Play Networks, Inc.,
12121 Wilshire Blvd., Suite 100,
Los Angeles, CA 90025
Attn: General Counsel

with a copy (which shall not constitute notice) to:

Sheppard Mullin
2099 Pennsylvania Ave. NW
Suite 100
Washington, DC 20006
Attn: James Gato, Esq.

If to AIM:

AIM Management, Inc.
5100 Riverbend Ave.,
Post Falls, Idaho 83854
Attn: President

with a copy (which shall not constitute notice) to:

Bradley Arant Boult Cummings LLP
200 Clinton Ave West
Suite 900
Huntsville, AL 35801
Attn: Frank M. Caprio

If to Okmiewicz:

Attn: Douglas M. Okmiewicz
5100 Riverbend Avenue
Post Falls, Idaho 83854

with a copy (which shall not constitute notice) to:

Bradley Arant Boult Cummings LLP
200 Clinton Ave West
Suite 900

Huntsville, AL 35801
Attn: Frank M. Caprio

Notices are deemed given on the date of receipt by the receiving Party. Either Party may from time to time change its address for notices under this Agreement by giving the other Party written notice of such change in accordance with this Section.

17. The Parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Parties. Neither Party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Each Party expressly disclaims any reliance on any act, word, or deed of the other Party in entering into this Agreement.

18. Each Party acknowledges and agrees that damages alone would be insufficient to compensate the other Party for a breach of this Agreement and that irreparable harm would result from a breach of this Agreement. Each Party may seek injunctive relief to prevent a breach or further breach, and the entering of an order for specific performance to compel performance of any obligations under this Agreement.

19. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the intent of the Parties.

20. Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

IN WITNESS WHEREOF, this Agreement has been executed and delivered to be effective as of August 18, 2015.

GAME PLAY NETWORK, INC.

By: [Signature]
Name: Furrell W. Fine
Title: President
Date: August 18, 2015

AIM MANAGEMENT, INC.

By: [Signature]
Name: Doug Okuniewicz
Title: President
Date: August 18, 2015

DOUG OKUNIEWICZ

By: [Signature]
Name: Doug Okuniewicz
Title: Lawyer
Date: August 18, 2015

Attachment A
Licensors' Patents

Patent No.	Title
6,076,266	Generating alternative gaming device outputs
6,986,205	Supplemental banking system for an electronic gaming device
6,821,236	Co-located lottery game for a gaming device
6,698,665	Method for providing an undisplayed outcome of an electronic gaming device
6,038,411	Generating a supplemental output from a processor
6,562,451	Gaming device and secure interface
6,537,309	Bank based awards for an electronic gaming device
7,980,109	Co-located lottery game for a gaming device
7,922,878	Method for providing an undisplayed outcome of an electronic gaming device
7,922,577	Gaming device and secure interface
7,871,223	Means for generating a supplemental bonus for an electronic gaming device
6,840,860	Printing and dispensing banking system for gaming devices
6,583,098	Lottery game/gaming device interface
6,246,276	Programmable electronic security device and method of operation for electronic devices
5,988,384	Programmable sound card for electronic devices

US Patent Application No.

10,038,019
11,003,836
13,057,861
11,057,899
037126,295
14,009,179
14,662,083
14,133,715

(This disclosure is a listing of patents and applications included in Licensors' Patents
for the System Change. The definition of our terms is in the Appendix.)

