

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3854173

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	06/30/2014	
CONVEYING PARTY DATA		
	Name	Execution Date
	SHFL ENTERTAINMENT, INC.	06/16/2014
RECEIVING PARTY DATA		
Name:	BALLY GAMING, INC.	
Street Address:	6601 SOUTH BERMUDA ROAD	
City:	LAS VEGAS	
State/Country:	NEVADA	
Postal Code:	89119	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14934416
CORRESPONDENCE DATA		
Fax Number:	(801)531-9168	
<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:	801-532-1922	
Email:	eebailey@traskbritt.com	
Correspondent Name:	TRASKBRITT	
Address Line 1:	230 SOUTH 500 EAST SUITE 300	
Address Line 4:	SALT LAKE CITY, UTAH 84102	
ATTORNEY DOCKET NUMBER:	3286-P12428.1US	
NAME OF SUBMITTER:	STEPHEN E. PULLEY	
SIGNATURE:	/Stephen E. Pulley/	
DATE SIGNED:	05/02/2016	
Total Attachments: 9		
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**Office of the Minnesota Secretary of State
Certificate of Merger**

I, Mark Ritchie, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

Home Jurisdiction and Names of Merging Entities:

MINNESOTA: SHFL ENTERTAINMENT, INC.
NEVADA: BALLY GAMING, INC.

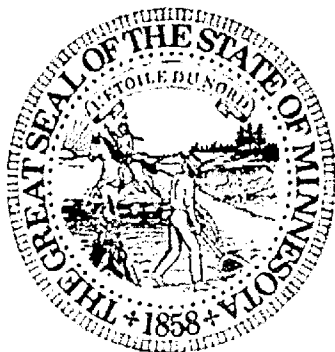
Home Jurisdiction and Name of Surviving Entity:

NEVADA: BALLY GAMING, INC.

Name of Surviving Entity after Effective Date of Merger:

BALLY GAMING, INC.

This certificate has been issued on: 06/24/2014



Mark Ritchie

Mark Ritchie
Secretary of State
State of Minnesota



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DC

ARTICLES OF MERGER
of
SHFL ENTERTAINMENT, INC.
with and into
BALLY GAMING, INC.


These Articles of Merger relate to the merger of SHFL entertainment, Inc., a Minnesota corporation (the "Company"), with and into Bally Gaming, Inc., a Nevada corporation ("Parent").

1. The Agreement and Plan of Merger, dated as of June 16, 2014 (the "Plan of Merger"), in fully executed form, is attached hereto as Exhibit A. As provided in the Agreement and Plan of Merger, Parent shall continue as the surviving corporation under the corporate name "Bally Gaming, Inc."
2. The Merger is permitted by the laws of the State of Nevada, the jurisdiction under which Parent is organized, and the Plan of Merger was adopted and approved by Parent in accordance with Chapter 92A of the Nevada Revised Statutes.
3. The Plan of Merger has been approved by the Company pursuant to Chapter 302A of the Minnesota Statutes.
4. The Merger shall be effective as of 5:00 PM (PDT) on Monday, June 30, 2014. ✓
5. Parent, the surviving corporation following the Merger, hereby agrees:
 - (a) that, as the surviving corporation following the Merger, it may be served with process in the State of Minnesota in any proceeding for the enforcement of any obligation of the Company or Parent and in a proceeding for the enforcement of the rights, if any, of a dissenting shareholder of the Company against Parent; ✓
 - (b) that it hereby irrevocably appoints, effective at the effective time of the Merger, the Secretary of State of Minnesota as its agent to accept service of process in any such proceeding and the address to which process may be forwarded is Bally Gaming, Inc., 6601 South Bermuda Road, Las Vegas, NV 89119; and ✓
 - (c) that it will promptly pay to the dissenting shareholders of the Company the amounts, if any, to which they are entitled to under the provisions of Section 302A.473 of the Minnesota Business Corporation Act with respect to the rights of dissenting shareholders. ✓

US 54253448.01

DATED: June 16, 2014

BALLY GAMING, INC.

By 
Name: Neil Davidson
Title: Secretary

SHFL ENTERTAINMENT, INC.

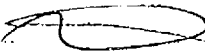
By 
Name: Neil Davidson
Title: Secretary

Exhibit A

Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER
OF
SHFL ENTERTAINMENT, INC.
INTO
BALLY GAMING, INC.

AGREEMENT AND PLAN OF MERGER, dated as of this 16TH day of June, 2014 (this "Agreement"), by and between BALLY GAMING, INC., a Nevada corporation ("BALLY GAMING"), and SHFL ENTERTAINMENT, INC., a Minnesota corporation ("SHFL"). BALLY GAMING and SHFL are hereinafter sometimes together referred to as the "Constituent Entities" and individually as a "Constituent Entity".

WHEREAS, SHFL has 100 shares of common stock entitled to vote on a merger that are issued and outstanding (the "Stock");

WHEREAS, BALLY GAMING owns 100% of the Stock;

WHEREAS, BALLY GAMING is the parent of SHFL and SHFL is a wholly owned subsidiary of BALLY GAMING;

WHEREAS, the parties hereto have agreed to a plan of merger by which SHFL shall merge with and into BALLY GAMING pursuant to and in accordance with Section 92A.180 of the Nevada Revised Statutes, as amended ("NRS") and Sections 302A.611, 302A.613, 302A.615 and 302A.651 of the Minnesota Business Corporation Act (the "MBCA");

WHEREAS, the board of directors of BALLY GAMING has approved the Merger (as defined in Section 1.1 herein) in accordance with NRS 92A.180;

WHEREAS, the Merger is permitted by the laws of the State of Minnesota; and

WHEREAS, the board of directors and the sole shareholder of SHFL have approved this Agreement and the Merger in accordance with Section 302A.613 of the MBCA.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Merger; Effective Time.

1.1. At the Effective Time (as defined in Section 1.2 herein), SHFL shall be merged with and into BALLY GAMING pursuant to and in accordance with NRS

92A.180 and the MBCA (the "Merger") and the separate existence of SHFL shall thereupon cease. BALLY GAMING shall be the surviving corporation in the Merger and BALLY GAMING shall continue to be governed by the laws of the State of Nevada. The separate corporate existence of BALLY GAMING with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. Pursuant to NRS 92A.200 and Section 302A.615 of the MBCA, BALLY GAMING shall file articles of merger (the "Articles of Merger") with the Secretary of State of the State of Nevada and the Secretary of State of the State of Minnesota and shall make all other filings or recordings required by Nevada and Minnesota law in connection with the Merger. The Merger shall have the effects specified in this Agreement and by applicable law.

1.2. The Merger shall be effective as of 5:00 PM (PDT) on Monday, June 30, 2014 (the "Effective Time").

1.3. At the Effective Time, BALLY GAMING as the surviving corporation of the Merger shall succeed to all rights (including existing causes of action against third parties), title, interests (including, without limitation, past damages and future damages occasioned by conduct which has already occurred), privileges, powers, franchises and property of SHFL as a Constituent Entity, and shall be subject to all the debts, liabilities and duties of SHFL as a Constituent Entity in the same manner as if BALLY GAMING has itself incurred them, all with the effect set forth in the laws of the State of Nevada and the State of Minnesota.

2. Name of Surviving Corporation; Articles of Incorporation; Bylaws; Directors; and Officers.

2.1. Name of Surviving Corporation. The name of the surviving corporation after the Effective Time shall be "Bally Gaming, Inc."

2.2. Articles of Incorporation. The Articles of Incorporation, as amended, of BALLY GAMING, as in effect immediately prior to the Effective Time, shall, from and after the Effective Time, be and continue to be the Articles of Incorporation of BALLY GAMING until duly amended in accordance with the terms thereof and the laws of the State of Nevada.

2.3. Bylaws. The bylaws of BALLY GAMING, as in effect immediately prior to the Effective Time, shall, from and after the Effective Time, be and continue to be the bylaws of BALLY GAMING until duly amended in accordance with the terms thereof and the laws of the State of Nevada.

2.4. Directors. The directors of BALLY GAMING immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of BALLY GAMING as the surviving corporation, each of whom shall hold office until his or her respective successor is elected and shall qualify in accordance with the laws of the State of Nevada and the bylaws of BALLY GAMING, or his or her removal or resignation.

2.5. Officers. The officers of BALLY GAMING immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of BALLY GAMING as the surviving corporation, each of whom shall hold office until his or her respective successor is elected and shall qualify in accordance with the laws of the State of Nevada and the bylaws of BALLY GAMING, or his or her removal or resignation.

3. Cancellation of Shares. At the Effective Time, by virtue of the Merger and without any other action on the part of BALLY GAMING or SHFL:

3.1. each share of Stock which shall be outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall be cancelled and extinguished and the Stock shall thereafter cease to exist, and no securities of BALLY GAMING or any other corporation, or any money or other property, shall be issued to BALLY GAMING in exchange therefor; and

3.2. each share of common stock issued by BALLY GAMING outstanding immediately prior to the Effective Time, and all rights in respect thereof, shall remain outstanding and represent a share of common stock of BALLY GAMING as the surviving corporation, and each such share shall have the identical designation, preferences, limitations and relative rights immediately after the Effective Time as such share had immediately prior to the Effective Time.

4. Miscellaneous.

4.1. Effect of Merger. From and after the Effective Time, the status, rights and liabilities of, and the effect of the Merger on, each of the Constituent Entities shall be as provided in NRS.92A.250 and Section 302A.641 of the MBCA. When the Merger takes effect (a) SHFL as a Constituent Entity merges into BALLY GAMING as the surviving corporation and the separate existence of SHFL ceases; (b) the title to all real estate and other property owned by SHFL is vested in BALLY GAMING as the surviving corporation without reversion or impairment; (c) BALLY GAMING has all of the liabilities of SHFL; (d) a proceeding instituted by or pending against SHFL may be continued as if the Merger had not occurred and BALLY GAMING may be substituted for SHFL whose existence has ceased; and, (e) the Stock of SHFL shall be cancelled and extinguished. At any time, and from time to time, prior to or after the Effective Time, the authorized officers of BALLY GAMING as the surviving corporation, may, in the name of SHFL or BALLY GAMING, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions as the surviving corporation may deem necessary or desirable in order to vest, perfect or confirm in BALLY GAMING title to and possession of all of SHFL's property, rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purposes of this Agreement and the Merger provided any assignment or merger referred to in the deeds, assignments, and other instruments shall only become effective at or after the Effective Time.

4.2. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.3. Amendment and Termination. Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed on behalf of both BALLY GAMING and SHFL. At any time prior to the Effective Time, this Agreement may be terminated by mutual written consent of the board of directors of SHFL and the board of directors of BALLY GAMING as provided in NRS 92A.175 and Section 302A.631 of the MBCA.

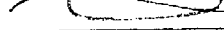
4.4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, without regard to conflicts of law rules.

4.5. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

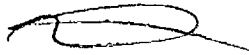
4.6. Severability. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by each of the Constituent Entities as of the date first above written.

BALLY GAMING, INC. ("BALLY GAMING")


By: 
Neil Davidson,
Secretary

SHFL ENTERTAINMENT INC. ("SHFL")

By: 
Neil Davidson,
Secretary

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JUN 24 2014


Mark Ritchie
Secretary of State

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STATE OF MINNESOTA

DEPARTMENT OF STATE

i hereby certify that this is a
true and complete copy of the
document as filed for record in
this office.

DATED 7/2/14

Mark Ritchie



By

Secretary of State

Alma Camell