

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6637369

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTEGRATED SYSTEMS DESIGN, INC.	01/28/2021
RECEIVING PARTY DATA	
Name:	KONAMI GAMING, INC.
Street Address:	585 KONAMI CIRCLE
City:	LAS VEGAS
State/Country:	NEVADA
Postal Code:	48067
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8968085
Patent Number:	9501897
Patent Number:	8517826
Patent Number:	8668589
CORRESPONDENCE DATA	
Fax Number:	(248)645-1568
<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:	2486451483
Email:	IPDocket@HowardandHoward.com
Correspondent Name:	HOWARD & HOWARD ATTORNEYS PLLC
Address Line 1:	450 WEST FOURTH STREET
Address Line 4:	ROYAL OAK, MICHIGAN 48067
ATTORNEY DOCKET NUMBER:	060790.00502,503,504,505
NAME OF SUBMITTER:	SEATON J. CURRAN
SIGNATURE:	/Seaton J. Curran/
DATE SIGNED:	04/02/2021
Total Attachments: 6	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of January 29, 2021, is entered into by and between **INTEGRATED SYSTEMS DESIGN, INC.**, a North Carolina corporation (the “Seller”), located at 2967 Interstate St., Charlotte, North Carolina 28208-3607, in favor of **KONAMI GAMING, INC.**, a Nevada corporation (the “Buyer”), located at 585 Konami Circle, Las Vegas, Nevada 89119.

BACKGROUND

WHEREAS, concurrently herewith, the Buyer, the Seller, and Jon K. Hafezi, an individual, are entering into that certain Asset Purchase Agreement (the “Asset Purchase Agreement”) whereby the Buyer will purchase substantially all of the assets of Seller;

WHEREAS, under the terms of the Asset Purchase Agreement, the Seller will convey, transfer, and assign to the Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this IP Assignment. which may be recorded irrevocably with the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the Seller and the Buyer hereby agree as follows:

1. Assignment. The Seller hereby conveys, transfers, and assigns to the Buyer, and the Buyer hereby accepts, all of the Seller’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the Patents set forth on Schedule 0 hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(b) the Marks set forth on Schedule 0 hereto, and all issuances, extensions, and renewals thereof, together with the goodwill in the Marks and of the business, products and services connected with the use of, and symbolized by, the Marks;

(c) the Copyrights set forth on Schedule 0 hereto, and all issuances, extensions, and renewals thereof;

(d) the Seller’s Trade Secrets;

(e) all rights of any kind whatsoever of the Seller accruing under any of the foregoing, except as to Excluded Assets described in the Asset Purchase Agreement, provided by

applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, except as to Excluded Assets described in the Asset Purchase Agreement;

(g) any and all claims and causes of action with respect to any of the foregoing, except as to Excluded Assets described in the Asset Purchase Agreement, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(h) the Seller's Intellectual Property Assets, to the extent not captured elsewhere in subsections 1(a) through 1(h) above.

2. Recordation and Further Actions. The Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, to record and register this IP Assignment upon request by the Buyer. Following the date hereof, upon the Buyer's reasonable request, and at the Buyer's sole cost and expense, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Nevada, without regard to conflicts-of-laws principles that would require the application of any other law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

INTEGRATED SYSTEMS DESIGN, INC.

By: [Signature]
Name: Jon K. Hafezi
Title: President

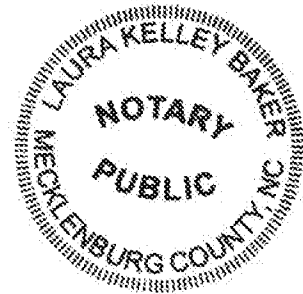
STATE OF NC)

COUNTY OF Mecklenburg

On the 25th day of January, 2021, before me personally appeared Jon K. Hafezi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Integrated Systems Design, Inc. ("ISD"), and acknowledged the instrument to be the free act and deed of ISD for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public, Mecklenburg County, NC
Printed Name: Laura Kelley Baker
My Commission Expires: 02.27.2021

[1st Signature Page to Intellectual Property Assignment Agreement]



Agreed to and accepted by:

BUYER:

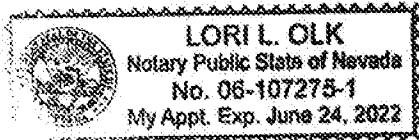
KONAMI GAMING, INC.


By 
Name: Stephen Sutherland
Title: President and Chief Executive Officer

STATE OF Nevada)

COUNTY OF Clark)

On the 29 day of January, 2021, before me personally appeared Stephen Sutherland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President and Chief Executive officer of Konami Gaming, Inc. ("KGI"), and acknowledged the instrument to be the free act and deed of KGI for the uses and purposes mentioned in the instrument.




Notary Public, Nevada County, Clark
Printed Name: Lori L. Olk
My Commission Expires: 6/24/2022

[2nd Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Patents	
Patent No.	Notes
US8968085	Network gaming system and method.
US9501897	Method and apparatus for enabling customized electronic game features by authorized personnel.
US8517826	Method and apparatus for allowing user determined gaming configuration.
US8668589	Networking gaming system and method including a plurality electronic gaming devises that indicate available seats at different times.

Patent Applications

No exceptions.