

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7626951

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KURT LARSEN	06/12/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LIMITED
<b>Street Address:</b>	85 EPPING ROAD
<b>Internal Address:</b>	BUILDING A, PINNACLE OFFICE PARK
<b>City:</b>	NORTH RYDE, NSW
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	2113
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17980071
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)775-8100
<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>	
<b>Phone:</b>	3127758000
<b>Email:</b>	emaxson@mcandrews-ip.com
<b>Correspondent Name:</b>	MCANDREWS, HELD & MALLOY, LTD.
<b>Address Line 1:</b>	500 WEST MADISON STREET
<b>Address Line 2:</b>	SUITE 3400
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	61777US04
<b>NAME OF SUBMITTER:</b>	JEFFREY B. HUTER
<b>SIGNATURE:</b>	/Jeffrey B. Huter/
<b>DATE SIGNED:</b>	11/03/2022
<b>Total Attachments: 24</b>	
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EMPLOYMENT AGREEMENT

BY AND BETWEEN

ARISTOCRAT TECHNOLOGIES, INC.



AND

KURT LARSEN

EFFECTIVE AS OF JUNE 12, 2015

## EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement") is entered into by and between Aristocrat Technologies, Inc. ("Company") and Kurt Larsen ("Employee") and shall become effective as of **JUNE 12, 2015** ("Effective Date").

**WHEREAS**, Company its subsidiaries and related entities, including any entity which is under the common control of any such subsidiary or related entity (individually and collectively referred to as the "Affiliates"), are engaged in the business of designing, developing, manufacturing, marketing, selling and distributing electronic gaming machines, linked jackpot systems, gaming machine systems, Online Wager Based Casino and Slot Games (games played via an Online Platform, which contain the elements of consideration, chance and prize), online social casino and slot games (games played via an Online Platform, which lack at least one of the following elements: consideration, chance or prize), casino management systems, software, signs and associated equipment and services throughout the world (the "Company's Business"); and

**WHEREAS**, Company and Employee desire to enter into this Agreement to, among other things, assure Company of the services of Employee and to set forth the terms and conditions of Employee's employment with Company.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, Company and Employee agree as follows:

### 1 EMPLOYMENT.

- 1.1 **Position.** Company will employ Employee in the position referred to in the job description attached hereto as **Exhibit "A"**. Company, at its sole discretion, reserves the right to review and to change or modify Employee's title, duties, responsibilities and/or reporting structure from time to time. Changes in title, duties, responsibilities or reporting structure shall not affect the validity of this Agreement. The terms of Employee's employment under this Agreement are based on certain contingencies and condition precedents set forth in the Offer Letter, attached hereto as **Exhibit "B"**.
- 1.2 **Term.** This Agreement and the terms and conditions of Employee's employment will be deemed to be effective as of the Effective Date, and will continue from the Effective Date set forth above, unless this Agreement is otherwise terminated pursuant to Section 2 (Termination and the Affect Thereof).
- 1.3 **Compensation.** Company shall pay Employee, as compensation for all of the services to be rendered hereunder and in consideration of the various restrictions imposed upon Employee under this Agreement, the base salary and other benefits as set forth in the Offer Letter.

\*REDACTED\*

Date: June 12, 2015

H.I

(Initials) Matt Ivey

[Signature]

(Initials) Kurt Larsen

1.4 Eligible Benefits.

\*REDACTED\*

1.5 Business Expenses.

\*REDACTED\*

2 TERMINATION AND THE AFFECT THEREOF.

2.1 Termination of Employment.

\*REDACTED\*

Date: June 12, 2015

MI (Initials) Matt Ivey

[Signature] (Initials) Kurt Larsen

\*REDACTED\*

2.2 Affect of Termination.

(a) Return of Confidential Information and Property.

\*REDACTED\*

Date: June 12, 2015

M.I. (Initials) Matt Ivey

R (Initials) Kurt Larsen

\*REDACTED\*

- (b) Amounts Owed to Company and Prohibited Representations

\*REDACTED\*

- (c) Survivability. Rights and obligations under this Agreement, that, by their nature, survive (such as, without limitation, obligations under Sections 2 (Termination), 6 (Confidential Information), 7 (Invention Disclosure) and 8 (Non-Competition and Non-Solicitation)), will remain in effect after termination of Employee's employment and/or the expiration of the Agreement. No termination of this Agreement shall relieve either party from liability arising from any breach of this Agreement on or prior to the date of termination.

**2.3 Acknowledgement of At-Will.**

- (a)

\*REDACTED\*

- (b) Employee agrees that this Section 2.3 (Acknowledgement of At-Will), Sections 6 (Confidential Information), 7 (Invention Disclosures) and 8 (Non-Competition and Non-Solicitation) shall continue to apply during the course of his/her continued employment and thereafter.

**3 BEST EFFORTS; OUTSIDE EMPLOYMENT; DUTIES.**

**3.1 Best Efforts Employed.**

\*REDACTED\*

**3.2 Outside Employment.**

\*REDACTED\*

Date: June 12, 2015

M.I. (Initials) Matt Ivey

[Signature] (Initials) Kurt Larsen

\*REDACTED\*

3.3 **Duties and Responsibilities.** In connection with Employee's employment, Employee will:

(a)

(b)

\*REDACTED\*

(c)

(d)

(e)

4 **GAMING REGULATIONS.**

\*REDACTED\*

5 **ANTI-BRIBERY.** Employee represents, covenants and warrants that:

\*REDACTED\*

Date: June 12, 2015

M.I. (Initials) Matt Ivey

R (Initials) Kurt Larsen



5.1

\*REDACTED\*

5.2

5.3

5.4

5.5

## 6 CONFIDENTIAL INFORMATION.

### 6.1 Trade Secrets Statutes.

\*REDACTED\*

Date: June 12, 2015

MI (Initials) Matt Ivey

R (Initials) Kurt Larsen

6.2 Confidential Information.

\*REDACTED\*

6.3 Non-Disclosure.

\*REDACTED\*

6.4 Handling of Confidential Information.

\*REDACTED\*

Date: June 12, 2015.

M.I. (Initials) Matt Ivey

[Signature] (Initials) Kurt Larsen

\*REDACTED\*

## 7. INVENTION DISCLOSURE.

7.1 **Ideas, Inventions, and Improvements.** As used herein, "Inventions" shall include, but shall not be limited to, ideas, titles, themes, production ideas, methods of presentation, artistic renderings, sketches, plots, music, lyrics, dialogue, phrases, slogans, catch-words, characters, names and similar literary, dramatic and musical material, trade names, trademarks and service marks and all copyrightable expressions in audio visual works, computer software, computer code of all kinds in any media, electronic circuitry and all mask works for integrated circuits. With respect to Inventions which Employee, solely or jointly, may conceive, make, reduce or practice or first disclose, arising from the course of Employee's employment with Company ("Company Inventions") Employee shall, during the period of Employee's employment, and at any time and from time to time thereafter: (a) execute all documents requested by Company for vesting in Company the entire right, title and interest in and to Company Inventions, (b) execute all documents requested by Company for filing and prosecuting applications to protect the same, and (c) give Company all assistance it reasonably requires, including the giving of testimony in any suit, action or proceeding, in order to obtain, maintain and protect Company's right therein and thereto. If any such assistance is required following the termination of Employee's employment with Company, Company shall reimburse Employee for his/her lost wages or salary and the reasonable expenses incurred by him/her in rendering such assistance.

7.2 **Assignment.** Employee agrees to and hereby grants and assigns to Company or Company's nominee the entire right, title, and interest in and to all Inventions, whether patentable or not, which Employee, solely or jointly, may conceive, make, reduce or practice or first disclose during the period of Employee's employment with Company, and which: (i) relate to the Company's Business; (ii) relate to matters to which the Employee has been assigned to work by Company; (iii) are suggested by or result from any task or work of Employee for Company or for customers/suppliers/licensors/licensees of Company or its Affiliates or for others to whom Company or its Affiliates owe a fiduciary duty, contractual duty or other duty or obligation of confidentiality; or (iv) are conceived of or made on Company's time or with use of the facilities, materials tools, Confidential Information or the information of the Company's or its Affiliates' customers/suppliers/licensors /licensees or others to whom the Company or its Affiliates owe a fiduciary duty, contractual duty or other duty or obligation of confidentiality regarding such information.

7.3

\*REDACTED\*

Date: June 12, 2015

M.I. (Initials) Matt Ivey

[Signature] (Initials) Kurt Larsen

(d)

\*REDACTED\*

**8. NON-COMPETITION AND NON-SOLICITATION.**

**8.1 Company's Business.**

\*REDACTED\*

**8.2 Non-Competition.**

\*REDACTED\*

**8.3 Non-Solicitation.**

\*REDACTED\*

**8.4 Injunction; Reasonable Restrictions.**

\*REDACTED\*

Date: June 12, 2015

M.I. (Initials) Matt Ivey

[Signature] (Initials) Kurt Larsen

\*REDACTED\*

9. **CORPORATE POLICIES AND PROCEDURES MANUAL.** The Company maintains, or will maintain, and regularly updates a Corporate Policies and Procedures Manual (the "Manual") and Employee Handbook (the "Handbook"). Employee acknowledges that prior to entering this Agreement, Employee has had, or will have an opportunity to review the Manual and the Handbook. Employee agrees to remain familiar with the Manual and the Handbook throughout his/her employment, and to comply with directives and procedures stated in the Manual and the Handbook.

10. **SEVERABILITY OF COVENANTS AND BLUE PENCILING.** If any section, provision or part thereof contained in this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall then be construed and enforced as if such illegal, invalid or unenforceable provisions had never been a part hereof and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance. In lieu of such illegal, invalid or unenforceable section, provision, or part thereof, a similar provision shall be added that is, to the maximum extent possible, compatible with the then existing applicable law.

11. **ASSIGNMENT; SUCCESSION.** This Agreement is fully assignable by Company and shall inure to the benefit of and is binding upon Company and its successors and assigns and any such successor or assignee shall be deemed substituted for the Company under the terms of this Agreement for all purposes. As used herein, "successor" and "assigns" shall include any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires the stock of Company or to which Company assigns this Agreement by operation of law or otherwise. The obligations and duties of Employee hereunder are personal and are not delegable or otherwise assignable by Employee.

12. **NOTICES.** Any notice or other communication provided for in this Agreement shall be: personally delivered; faxed (which shall be deemed effective upon receipt), which facsimile transmission shall be followed by personal delivery or delivery by US Mail, first class postage prepaid:

**If to the Company:**

Aristocrat Technologies, Inc.  
7230 Amigo Street  
Las Vegas, Nevada 89119  
Attn: Vice President, Human Resources  
with copy to: Executive Vice President --  
General Counsel

**If to the Employee:**

Kurt Larsen  
5639 Oak Bend Dr.  
Las Vegas, NV 89135

Either party may change its address for the purpose of receiving notices by providing written notice to the other.

13. **AMENDMENTS.** No amendment or modification of the terms of this Agreement shall be valid unless made in writing and duly executed by Company and Employee.

Date: June 12, 2015

M.I. (Initials) Matt Ivey

KL (Initials) Kurt Larsen

14. **WAIVER.** No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof or of any other right, nor shall any single or partial exercise preclude any further or other exercise of such right or any other right.

15. **GOVERNING LAW.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Nevada, and any court action arising out of this Agreement shall exclusively be brought and maintained in a court of competent jurisdiction within the State of Nevada, County of Clark.

16. **REASONABLENESS OF COVENANTS.** Employee acknowledges and expressly agrees that provisions of this Agreement are reasonable and necessary (including, but not limited to, Section 8 related to non-competition and non-solicitation) for the protection of Company and its Affiliates and that Company will be irrevocably damaged if such provision is not specifically enforced. Accordingly, Employee agrees that, in addition to any other relief to which Company may be entitled in the form of actual or punitive damages, Company shall be entitled to injunctive relief from a court of competent jurisdiction for the purposes of restraining Employee from any actual or threatened breach of any or all of the provisions of this Agreement. Employee further acknowledges and agrees that there is no adequate remedy at law for Employee's violation of such covenants and that in light of Employee's scope of management-level responsibilities with Company, the restrictions as to time, geographic scope and scope of activities restrained are both reasonable and necessary to protect the goodwill and other legitimate business interests of Company. Employee agrees to waive and hereby waives any requirement for Company to secure any bond in connection with the obtaining of such injunction or other equitable relief.

17. **COUNTERPARTS.** This Agreement and any amendment hereto may be executed in one or more counterparts. All of such counterparts shall constitute one and the same Agreement and shall become effective when a copy signed by each party has been delivered to the other party.

18. **HEADINGS.** Section and other headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

19. **NO STRICT CONSTRUCTION.** The language used in this Agreement will be deemed to be the language chosen by both the Company and Employee to express their mutual interest, and no rule of strict construction will be applied against either party hereto.

20. **RIGHT TO NOTIFY PROSPECTIVE EMPLOYER.** Employee acknowledges and agrees that Company has the right to notify any prospective employer of the provisions of Sections 6, 7, and 8 hereof, and that Employee may be in violation of those provisions by virtue of employment taken in violation of this Agreement.

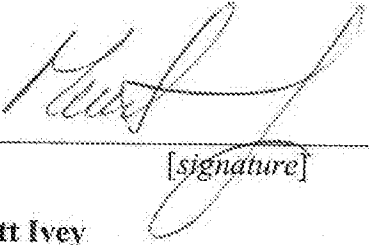
21. **ENTIRE AGREEMENT.** Notwithstanding anything herein or elsewhere to the contrary, this Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes any prior agreements (whether oral or written, including, without limitation, any previous offers or offer letters and that certain Employment Agreement between Company and the Employee dated as of April 29, 2013, and any related offer letters or other documentation), undertakings, commitments and practices relating to Employee's employment by Company.

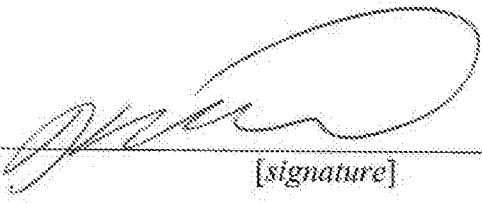
Date: June 12, 2015

M.E. (Initials) Matt Ivey

KL (Initials) Kurt Larsen

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.  
Aristocrat Technologies Inc. Employee

By:  06-12-2015.  
[signature]

By:   
[signature]

Name: Matt Ivey  
Title: Sr. Director Global Talent Acquisition  
Human Resources

Employee Name: Kurt Larsen  
Title: Vice President, Secret Sauce

Date: June 12, 2015

EXHIBIT A

# ARISTOCRAT Job Description

Vice President Secret Sauce	
Position	Vice President Secret Sauce
Location	*REDACTED*
Business	
Dept/Section	
Reports to	
Prepared by	
Approved by	
Grade range	
Exempt Y/N	

Role Purpose -Summary

\*REDACTED\*



**Role Responsibility**

<b>Responsibility</b>	<b>Descriptor</b>
<b>Studio Leadership</b>	<b>*REDACTED*</b>
<b>Staff Development</b>	
<b>Studio Operations</b>	

Date: June 2, 2015

P&L	
Miscellaneous	*REDACTED*
Other	

Managers / Supervisors / Team Leaders must:

- ◆
- ◆
- ◆
- ◆
- ◆
- ◆

\*REDACTED\*

QUALIFICATIONS:

Date: June 12, 2015

**Education:** Bachelor's Degree in Business, Mathematics, Engineering, Design or related field. Master's preferred.

**Experience:** Requires a minimum of ten to fifteen years management experience in supervising creative teams including proven track record of success in upper management positions.

**Skills, knowledge, and qualifications:**

- Fundamental knowledge of Graphics development tools, games development software tools and platforms.
- Advanced knowledge of skills analysis and need analysis.
- Highly developed communication and writing skills.
- Ability to work effectively and build credibility with staff at all levels of the organization.
- Ability to identify needs and develop innovative and creative solutions.
- Strong understanding of business needs and methods of improving business performance.
- Must be able to manage high impact projects.
- Can derive schedules and have staff work to them.
- Must be able to influence management and promote appropriate develop solutions.
- Must be able to get team to cooperate and take accountability for their areas of responsibilities.
- Proficient knowledge of office equipment; computer literate, advanced knowledge of MS Word, Excel, Access, Power Point.
- Must have the ability to manage multiple tasks.
- Strong time management skills and ability to prioritize tasks are required.
- Fundamental gambling and game design skills.
- Prepare graphic arts and /or math packages and demonstrate skills to junior staff.
- Management and mentoring skills.
- Can derive schedules and have staff work to them.
- Competent organizational and problem solving skills.
- Influential management style.
- Must be able to get people to cooperate and take responsibility for their activities.
- Demonstrate an excellent work ethic, i.e. quality output.
- Must be able to read, write, speak and understand English.
- Must have strong communication skills, able to work independently and be team oriented.

*This position may require registration with the Nevada Gaming Control Board (NGCB) and/or other gaming jurisdictions in which we operate.*

**Physical, Mental and Environmental Demands:**

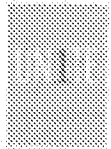


- Assigned duties are accomplished primarily in an office/production setting. Must be able to maneuver around an office/production setting, work at a desk/work station and respond to written and oral cues.
- Must have the manual dexterity to operate a computer and other necessary office/production equipment.
- May be required to bend, reach and lift up to 25 lbs.

Date: June 12, 2015

**Key Competencies**

Skills/Behaviours/Attributes	Description
<b>Strong Communicator</b>	Ability to bridge the gap between dollars/cents and lines of code; you will be required translate business needs to technical requirements.
<b>Problem Solver</b>	Good Product Management is all about identifying "market problems" and working with your counterparts in Engineering to solve them.
<b>Visionary</b>	Mind readers wanted. We want someone who can anticipate the market; this person can solve problems that the consumer doesn't know she has.
<b>Passion</b>	You have to love what you do. We build games and we think that's awesome. We're looking for people who share this same drive.

**Winning Ways Behaviours**

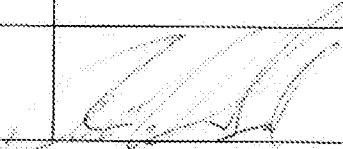
Winning Ways	Competency
	<p><b>UNITE</b></p> <p>come together as one team with one vision</p>
	<p><b>DEVELOP</b></p> <p>empower, inspire &amp; grow our people</p>
	<p><b>DELIVER</b></p> <p>execute with excellence, be accountable for results</p>

Date: June12, 2015


	<p><b>PLAY</b></p> <p>be creative &amp; ambitious, celebrate success</p>
--	--

**SIGN OFF**

This description as detailed above accurately describes this position and has been explained by:

Name of Manager:	Rich Schneider	Position of Manager:	Chief Product Officer
Signature of Manager:		Date:	June 15, 2015

This description and its contents have been clearly explained, are fully understood and all responsibilities, authorities and accountabilities are accepted by:

Name of Employee:	Kurt Larsen	Position being accepted:	VP, Secret Sauce
Signature of Employee:		Date:	June 12, 2015

Date: June 12, 2015

EXHIBIT "B"

OFFER LETTER

June 12th, 2015

Kurt Larsen  
5639 Oak Bend Drive  
Las Vegas, NV 89135

Dear Kurt,

Congratulations! I am pleased to confirm our offer of employment to you as **VP Secret Sauce**. This position is based in **Las Vegas, Nevada** reporting to Rich Schneider, Chief Product Officer. Rich will discuss your responsibilities and key performance objectives with you.

This offer is contingent upon the following conditions:

1)

2)

\*REDACTED\*

3)

4)

The Employment Agreement will outline the terms and conditions of employment.

You are required to successfully complete all required compliance training. Without limiting the Company's other rights, failure to complete the compliance training will be deemed by the Company as a failure by you to complete one of the requirements of employment and could result in your termination.

Date: June 12, 2015

Remuneration & Short Term Incentive Plan

Your base salary will be paid bi-weekly in the amount of:

\*REDACTED\*

Deferred Equity Employee Plan (DEEP)

\*REDACTED\*

Health & Welfare Benefits

\*REDACTED\*

Date: June 12, 2015

Please signify acceptance by signing this offer in the designated area.

Lastly, be advised that the Employment Agreement between the Company and yourself will contain a non-compete clause which prohibits you from engaging in activities competitive with those of the Company for the period specified in such agreement.

Please feel free to discuss any questions you have regarding the terms of your employment with me. We are excited about your decision to accept this position and look forward to the contributions you will continue to make at Aristocrat.

Sincerely,



06-12-2015

**Matt Ivey**  
**Senior Director**  
**Global Talent Acquisition**

**AGREED TO AND ACCEPTED BY:**

**Kurt Larsen,**  
**VP Secret Sauce**

By: 

[signature]

Date: June 12, 2015

Date: June 12, 2015

**PATENT**  
**REEL: 061879 FRAME: 0645**



EXHIBIT "C"

COMPANY'S BUSINESS MARKETS


\*REDACTED\*

Date: June 12, 2015

EXHIBIT "D"

\*REDACTED\*

Date: June 12 2015

  
[Employee's signature]

Kurt Larsen

*HI 06-12-2015*

Date: June 12, 2015