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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

NEW ASSIGNMENT
NUNC PRO TUNC ASSIGNMENT
06/04/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cathy Frost		05/13/2005	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Scientific Games International, Inc.
Street Address:	1500 Bluegrass Lakes Parkway
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2059302	FORTUNE COOKIE
Registration Number:	2278289	CROSSWORD CASH

CORRESPONDENCE DATA

Fax Number: (404)506-9297

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-531-4860

Email: mlseigel@bellsouth.net

Correspondent Name: Mark L. Seigel

Address Line 1: 5825 Glenridge Drive

Address Line 2: Suite 1-204

Address Line 4: Atlanta, GEORGIA 30328

NAME OF SUBMITTER:	lark L. Seigel
Signature: /Ma	/lark L. Seigel/

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Date:	05/18/2005
Total Attachments: 1 source=Fortune Cookie and Crossword Cas	sh Assignment#page1.tif

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Nunc Pro Tunc Trademark Assignment

WHEREAS, Cathy Frost d/b/a Frost Productions, a sole proprietor domiciled in Las Angeles, California, ("Assignor"), has adopted, owns and is using the Marks FORTUNE COOKIE and CROSSWORD CASH ("the Marks") in connection with lottery tickets; and

WHEREAS, Assignor owns a federal registrations for the Marks on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, namely, Registration No. 2059302, registered on May 6, 1997, and Registration No. 2278289, registered on September 14, 1999; and

WHEREAS, Scientific Games International, Inc., a Delaware corporation with its principal place of business in Atlanta, Georgia ("Assignee"), desires to acquire the Marks and the above-referenced Registrations;

NOW, THEREFORE, for good and valuable consideration set forth in the Asset Purchase Agreement executed by both parties dated June 4, 2004, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the registrations thereof, nunc pro tunc, effective as of June 4, 2004.

RECORDED: 05/18/2005

REEL: 003087 FRAME: 0073

TRADEMARK