# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.		11/14/2008	CORPORATION: OREGON

## **RECEIVING PARTY DATA**

Name:	BALLY GAMING, INC.	
Street Address:	6601 S. Bermuda Road	
City:	_as Vegas	
State/Country:	NEVADA	
Postal Code:	89119	
Entity Type:	CORPORATION: NEVADA	

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	2648697	SIGNSUITE	
Registration Number:	2792837	COOLSIGN	
Registration Number:	2466541	COOLSIGN	

## **CORRESPONDENCE DATA**

Fax Number: (949)475-4754

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

213-229-7984 Phone:

Email: rbenyehuda@gibsondunn.com

Correspondent Name: Ron Ben-Yehuda

Address Line 1: 333 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	04477-00046	
NAME OF SUBMITTER:	Ron Ben-Yehuda	

**TRADEMARK** 

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Signature:	/ron ben-yehuda/
Date:	11/20/2008
Total Attachments: 5 source=clarityballytrademarkassignment#pa source=clarityballytrademarkassignment#pa source=clarityballytrademarkassignment#pa source=clarityballytrademarkassignment#pa source=clarityballytrademarkassignment#pa	nge2.tif nge3.tif nge4.tif

#### ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of November 14, 2008 by CLARITY, A DIVISION OF PLANAR SYSTEMS, INC., an Oregon corporation ("Assignor"), to BALLY GAMING, INC., a Nevada corporation ("Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement (defined below).

#### RECITALS

- A. Assignor and Assignee have entered into that certain Joint Interest Asset Purchase Agreement of even date herewith (the "Purchase Agreement").
- B. Assignor is the owner of all right, title and interest in and to the trademarks set forth on Exhibit A hereto, including all goodwill relating thereto (collectively, the "Marks").
- C. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all right, title and interest in and to the Marks and any goodwill appurtenant thereto relating to the CoolSign Business.
- D. Assignor and Assignee are concurrently entering into an agreement granting to Assignor an exclusive license under the Marks in a specified field of use (the "<u>License Agreement</u>").

#### <u>AGREEMENT</u>

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and the License Agreement, Assignor agrees as follows:

Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest in and to the Marks, and all goodwill appurtenant thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.,

a Oregon corporation

Name: Gerald K. Perkel

Title: President

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

## NOTARY PUBLIC CERTIFICATE

STATE OF OREGON	)
	: SS.
COUNTY OF WASHINGTON	)

On this day of November, 2008 before me personally appeared GERALD K. PERKEL, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CLARITY, A DIVISION OF PLANAR SYSTEMS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

OFFICIAL SEAL
KAY M GUSKE
NOTARY PUBLIC - OREGON
COMMISSION NO. 423718
MY COMMISSION EXPIRES JAN. 26, 2012

May ON . Lesker Notary Public

My Commission Expires:

## Exhibit A

## Marks

(see attached)

EXHIBIT A TO ASSIGNMENT OF TRADEMARKS

Mark	Country	App No	Filing Date	Reg No	Reg Date
SIGNSUITE	United States	76/262,424	5/21/2001	2,648,697	11/12/2002
COOLSIGN	United States	78/080,921	8/23/2001	2,792,837	12/9/2003
COOLSIGN	United States	75/795,847	9/8/1999	2,466,541	7/3/2001
COOLSIGN	Mexico	526,584	1/9/2002	775,018	1/9/2002
COOLSIGN	Canada	1,127,518	1/9/2002	650,573	10/18/2005
COOLSIGN	CTM	2536688	1/16/2002	2536688	7/3/2003

**RECORDED: 11/20/2008** 

TRADEMARK

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