CH \$90.00 86163796

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM353348

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WMS Gaming Inc.		08/31/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bally Gaming, Inc.	
Doing Business As:	As: Bally Technologies	
Street Address:	6650 S. El Camino Road	
City:	Las Vegas	
State/Country:	NEVADA	
Postal Code:	89118	
Entity Type:	CORPORATION: NEVADA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	86163796	JACKPOT BLAST
Serial Number:	86573287	REWARDS LOUNGE
Serial Number:	86573289	R

CORRESPONDENCE DATA

Fax Number:

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.

Phone: (702) 532-5847

Email: Cynthia.Smith@scientificgames.com

Correspondent Name: Cynthia L. Smith

Address Line 1: 6650 S. El Camino Road

Address Line 2: Legal Department

Address Line 4: Las Vegas, NEVADA 89118

NAME OF SUBMITTER:	Cynthia L. Smith
SIGNATURE:	//cynthia I. smith//
DATE SIGNED:	08/31/2015

Total Attachments: 3

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TRADEMARK REEL: 005612 FRAME: 0892

ASSIGNMENT OF TRADEMARKS AND POWER OF ATTORNEY

WHEREAS, WMS Gaming Inc., a Delaware corporation, with an address at 800 South Northpoint Boulevard, Waukegan, IL 60085 USA ("Assignor"), has agreed to assign all of its right, title and interest in and to all of its trademarks, together with the goodwill associated therewith, including but not limited to the applications and registrations set forth on Attachment 2 hereto and all common law rights associated with such marks (the "Marks"), to Bally Gaming, Inc., a Nevada corporation, doing business as Bally Technologies, with an address at 6650 S. El Camino Road, Las Vegas, NV 89118 USA ('Assignee"), effective as of July 1, 2015; and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor agrees to convey and hereby conveys, transfers, assigns, delivers and contributes to Assignee all of Assignor's right, title and interest of whatever kind in and to the Marks, and each of them, together with the goodwill of the business associated therewith, and all rights to sue for past infringement of the Marks, and each of them.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks, and each of them.

Assignor consents to Assignee's use, registration and any attempts to register the Marks, and each of them, worldwide and hereby provides its specific consent as may be required by the U.S. Patent and Trademark Office as well as the Patent and Trademark Offices or comparable offices or authorities of other jurisdictions worldwide for Assignee to file and maintain one or more trademark applications which comprise or include the Marks, or any of them or any portion thereof, and variations thereof, whether in word, stylized or other form. Assignor agrees to execute and deliver any and all additional documents that Assignee or its counsel may reasonably request to effectuate the purposes of this Assignment, including without limitation registration of the Marks or any of them worldwide. Assignor shall not, directly or indirectly, take or authorize any action to contest the ownership or use of any of the Marks by Assignee.

Assignor further hereby revokes all previous powers of attorney related to the Marks, and each of them, and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor's behalf, any documents necessary or required by the United States Patent and Trademark Office a

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well as the Patent and Trademark Offices or comparable offices or authorities of other jurisdictions worldwide in connection with the Marks, and each of them.

This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflicts of laws principles.

This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks and Power of Attorney on August 31, 2015.

ASSIGNOR WMS Gaming Inc.

Scott D. Schweinfurth, Director

ASSIGNEE Bally Gaming, Inc.

Scott D. Schweinfurth, Director

Attachment 2

Mark	Status	Application
JACKPOT BLAST	Allowed	86163796
REWARDS LOUNGE	Pending	86573287
R	Pending	86573289

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RECORDED: 08/31/2015