

05-05-1999

ION FORM COVER SHEET

Docket No.:

EMARKS ONLY

032810-007 413US

Tab settings → -

To the Hono

101028838

emarks: Please record the attached original documents or copy thereof.

MEY-D-06-99

1. Name of conveying party(ies):

IGT

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 20, 1999

2. Name and address of receiving party(ies):

Name: American Wagering, Inc.

Internal Address:

Street Address: 675 Grier Road

City: Las Vegas State: NV ZIP: 89119

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Nevada
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/249,340

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Paul G. Gagne

Internal Address:

Schnader Harrison Segal & Lewis LLP

Street Address: 1600 Market Street, Suite 3600

05/04/1999 JSHABAZZ 00000211 75249340

01 FC:481

40.00 OP

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Paul G. Gagne

Name of Person Signing

*Paul G. Gagne*  
Signature

April 22, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 4


## ASSIGNMENT OF SERVICE MARK

WHEREAS, IGT, a Nevada corporation, having an address of 9295 Prototype Drive, Reno, Nevada 89511, (hereinafter referred to as the "Assignor") is the owner of the service marks "MEGASPORTS" (the "mark"), in connection with facilitation of wagering on the outcome of events, and is the owner of pending United States Service Mark Application Serial No. 75/249,340 for said mark; and

WHEREAS, AMERICAN WAGERING, INC., a Nevada corporation, having an address of 675 Grier Road, Las Vegas, Nevada 89119 (hereinafter referred to as the "Assignee"), has adopted and is using in its business, the Mark, and is desirous of acquiring the entire right, title and interest in and to the Mark, including the goodwill of the business with which the Mark is used and the portion of the business of Assignor relating to any Mark which is the subject of applications for registration on the basis of intent to use, and the Applications and Registrations resulting therefrom, if any.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, Assignor has assigned, transferred and set over, and by these presents does hereby assign, transfer and set over, unto the Assignee, its successors and assigns, the entire right, title and interest in and to the Mark, the portion of the business of the Assignor relating to any Marks which are the subject of applications for registration on the basis of intent to use, the goodwill of the business in connection with which the Marks are used, and the right to recover for past infringements of the Marks, to have and to hold the same to the full end of the term of the Marks as fully and completely as the same might have been held by the Assignor had this sale and assignment not been made.

Assignor agrees, at Assignee's expense and request, to take all lawful acts which Assignee may deem advisable or necessary in order to render this assignment fully effective and to register and enforce the rights conveyed hereby, including without limitation, execution of lawful documents, and cooperation in production of evidence and giving of testimony in connection with proceedings to enforce the rights conveyed hereby.



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IGT

By: *Marc D. Freedman*  
Its *ASSOCIATE GENERAL COUNSEL*

Dated: *4/20/99*

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STATE OF NEVADA

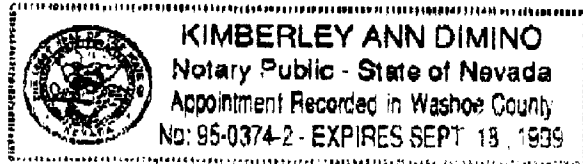
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: SS.

COUNTY OF Washoe

I, Kimberley Ann Dimino a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 20 day of April, 1999, appeared before me Harold D. Foodman, to me personally known, who, being by me duly sworn, did say that he is the individual named in within Assignment of Service Mark and acknowledged said instrument to be his free act and deed.

Subscribed and sworn to before me this 20 day of April, 1999.

Kimberley Ann Dimino  
Notary Public



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**Certification Under 37 CFR 1.8**

Date of Deposit 4-22-99

I hereby certify that the attached paper or fee (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service with sufficient postage as first class mail under 37 CFR 1.8 on the date indicated above and is addressed to Box Assignments, Washington, D.C. 20231.

JANICE SOULAS  
(Name of person mailing)

JANICE SOULAS  
(Signature of person mailing)