

08-21-2001

Form PTO-1594

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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

(Ref. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Keystone Bingo Products, Inc.</p> <p><i>08/13/01</i> <i>Aug 13 2001</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State - Delaware</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Clarence J. Venne, L.L.C.</p> <p>Internal</p> <p>Address: <u>c/o Prospect Partners, LLC</u></p> <p>Street Address: <u>200 W. Madison, Suite 2710</u></p> <p>City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60606</u></p> <p><input checked="" type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input type="checkbox"/> Corporation-State</p> <p><input checked="" type="checkbox"/> Other <u>Limited Liability Company of Delaware</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>July 6, 2001</u></p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p><u>1,261,813</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Mark R. Galis</u></p> <p>Internal Address: <u>Altheimer & Gray</u></p> <p>Street Address: <u>10 S. Wacker Drive - Suite 4000</u></p> <p>City: <u>Chicago</u> State: <u>Illinois</u> Zip <u>60606</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41)\$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p><u>011-156</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature</p> <p><i>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.</i></p> <p><u>Mark R. Galis</u> <i>Mark R. Galis</i> <u>August 8, 2001</u></p> <p>Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 4</p>	

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

08/20/2001 AAMHD1 00000158 011156 1261813

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TRADEMARK
REEL: 002351 FRAME: 0524

ASSIGNMENT OF U.S. TRADEMARK REGISTRATION

WHEREAS, Keystone Bingo Products, Inc, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 1425 Hanford Street, Levittown, Pennsylvania 19057 ("ASSIGNOR"), owns certain rights, title, and interests in the mark (the "Mark"), and all rights, title and interests in the U.S. Trademark Registration (the "Registration") thereof identified in Exhibit A attached hereto, along with any goodwill associated therewith; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement" entered into by and between ASSIGNOR, among others, and Clarence J. Venne, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, with an address at c/o Prospect Partners, LLC, 200 W. Madison, Suite 2710, Chicago, Illinois 60606 ("ASSIGNEE"), ASSIGNOR has agreed to assign to ASSIGNEE, or its designee, its entire rights, title, and interests in and to the Mark and Registration along with any goodwill associated therewith; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Mark and Registration, and the goodwill associated therewith, to ASSIGNEE, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey, and transfer to ASSIGNEE, its successors, assigns, and legal representatives, its full and entire rights, title, and interests in and to the Mark and Registration, and all the goodwill associated therewith, the same to vest in ASSIGNEE, including, without limitation, all causes of action for, and claims for damages by reason of, the infringement or dilution of the Marks, Registrations or Applications, or any of the, whether such actions and claims arose prior to or after the execution of this Assignment.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Trademark Office so as to establish ASSIGNEE as owner of record of the Mark and Registration in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide any information in connection with the Mark and the Registration that is in ASSIGNOR's possession or under its control that may be required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Mark and Registration is duly made of record in the United States.

Notwithstanding anything to the contrary herein, ASSIGNOR makes no representation or warranties regarding the Mark and Registration, except as and to the extent set forth in the Asset Purchase Agreement. This Assignment is subject and subordinate to all of the terms and provision of the Asset Purchase Agreement, and in the event of any conflict between any term or

provisions hereof and any term or provision of the Asset Purchase Agreement, the latter shall control.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

KEYSTONE BINGO PRODUCTS, INC. ("ASSIGNOR")

Dated: July 6, 2001

By: Richard A Venne Sr

Name: Richard A. Venne, Sr

Title: Vice President

State of PA)
County of PHILA) SS

On this 6 day of July, 2001, before me,

RONALD A MARONE, the undersigned Notary Public, personally appeared _____ personally known to me OR _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Ronald A Marone
Notary's Signature

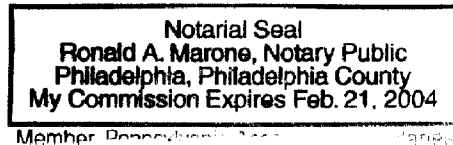


EXHIBIT A

MARK	COUNTRY	SERIAL #/ FILING DATE	REGISTRATION NO. / REG. DATE	STATUS
MEGA	US	73/401906 11/8/82	1,261,813 12/20/83	REGISTERED