

12-31-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102325340

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

1. Name of conveying party(ies): Carl Alexoff

2. Name and address of receiving party(ies) Name: Multi-State Lottery Association

12-12-02

FINANCE SECTION

- Individual(s) [X] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other []

Internal Address: Street Address: 1701 48th Street, Suite 210 City: West Des Moines State: Iowa Zip: 50266

- Individual(s) citizenship [] Association [X] General Partnership [] Limited Partnership [] Corporation-State [] Other []

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

- Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: November 21, 2002

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

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

A. Trademark Application No.(s) 76/029,564

B. Trademark Registration No.(s) 2,606,545

Additional number(s) attached [] Yes [X] No

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

Name: Daniel A. Rosenberg, Davis, Brown, Koehn, Shors & Roberts, P.C.

Internal Address:

Street Address: Suite 2500, The Financial Center

666 Walnut Street

City: Des Moines State Iowa Zip: 50309-3993

6. Total number of applications and registration involved: 1

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

- [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: 12-2250

(Attach duplicate copy of this page if paying by deposit account)

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.

Daniel A. Rosenberg Name of Person Signing

Daniel A. Rosenberg Signature

12-9-02 Date

Total number of pages including cover sheet, attachments and document: 5

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

TRADEMARK REEL: 002640 FRAME: 0943

SERVICE MARK TRANSFER AND ASSIGNMENT - “POWER PLAY”

This Agreement is made by and between **CARL ALEXOFF** (hereinafter referred to as “Transferor”), and **the Multi-State Lottery Association** (hereinafter referred to as “Transferee”) for the transfer and assignment of all rights to the service mark “Power Play” as defined herein.

WHEREAS, Transferor has adopted and is using the term “POWER PLAY” as a service mark for the promotion, advertising, marketing and selling of lottery game materials and is the owner of the trademark for which Registration No. 2,606,545 has been approved in the United States Patent and Trademark Office (hereinafter referred to as the “Service Mark”); and

WHEREAS, Transferee operates on behalf of member lottery organizations, who are desirous of obtaining said Service Mark for the promotion, advertising, marketing, and selling of lottery games and game materials throughout the United States and is interested in using the Service Mark for promotion of lottery games within the United States;

NOW, THEREFORE, in consideration of the mutual covenants of the parties and the sums agreed to paid by Transferee to Transferor, the parties agree as follows:

Section 1. Identification of the Parties.

- a.** Carl Alexoff is an individual whose principal place of business is located in Callao, Virginia. His mailing address is P.O. Box 368, Callao, Virginia 22435 USA.
- b.** The Multi-State Lottery Association is a non-profit government benefit association, governed under the laws of the State of Iowa and the United States of America, with its primary offices located at 1701 48th Street, Suite 210, West Des Moines, Iowa 50266-6723, USA.

Section 2. Transfer of Rights.

For valuable consideration as outlined in this Agreement, Transferor transfers and assigns to Transferee and its member lotteries all rights, title and interest in and to use of the term "Power Play" under the common law and under the auspices and privileges provided by the Trademark Registration, Registration No. 2,606,545, in the United States Patent and Trademark Office along with the goodwill attached to the Service Mark, the business symbolizes by the Service Mark, and the registration thereof, as used in connection with the lottery services and for the promotion, advertising, marketing, and selling of lottery games everywhere. Transferor retains no rights to use such Service Mark, and agrees not to attempt to obtain trademark protection over such mark in any other jurisdiction, anywhere in the world.

Section 3. Cooperation.

Transferor agrees to cooperate with Transferee such that Transferee may enjoy to the fullest extent the rights conveyed under this Agreement. Included within the scope of this duty is cooperation in any applications and proceedings including court proceedings involving the United States, individual states or third parties. Transferor agrees to cooperate in completing and signing whatever paperwork requirements exist to transfer and assign these rights in the United States Patent and Trademark Office.

Section 4. Parties Bound.

The terms and provisions of this transfer and assignment shall inure to the benefit of Transferee, its successors, assigns and other legal representatives, and shall be binding on Transferor, his heirs, legal representatives, and assigns.

Section 5. Compensation.

In compensation for the transfer of rights above, Transferee shall pay to Transferor a total of \$50,000 in two equal payments: the first payment of \$25,000 (twenty-five thousand dollars) shall occur immediately after full execution of this Agreement, and the second payment of \$25,000 (twenty-five thousand dollars) shall occur on or about January 1, 2003.

Section 6. Transferor's Warranty.

Transferor warrants and represents that he has not entered into any assignment, contract or understanding in conflict with the terms and provisions of the Agreement in their entirety. Transferor warrants and represents that he has not entered into any assignment of the rights to use such Service Mark in the United States, other than a previous Agreement with the Transferee.

By this document Transferor agrees that he is transferring complete right, title and interest and goodwill in the above-mentioned Service Mark to Transferee.

Charles F. Strutt

Charles F. Strutt

12-30-02 g

Date

Multi-State Lottery Association

STATE OF IOWA

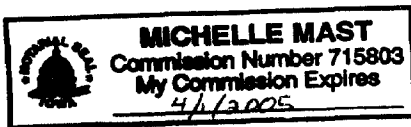
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COUNTY OF POLK

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Before me personally appeared Charles F. Strutt, to me known to be the person described in the foregoing affidavit, who signed the said affidavit in my presence and made oath before me to the allegations set forth therein on this 02 day of December, 2002



Notary Public In and for the State of Iowa
County of Polk

My commission expires: April 1, 2005