

2/26/04

Recd

03-03-2004

U.S. Department of Commerce  
Patent and Trademark Office

OFFICE OF PATENT & TRADEMARKS TR



To the Honorable Commissioner of Patents and Trademarks: Please record the

102682717

1. Name of conveying party(ies) MindPlay LLC

FINANCE SECTION

Individual(s) \_\_\_\_\_ Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_  
 Corporation - State \_\_\_\_\_  
 Other Nevada limited liability company

Additional name(s) of conveying Party(ies) attached?  
 Yes \_\_\_\_\_ No

3. Nature of conveyance:  
 Assignment \_\_\_\_\_ Merger \_\_\_\_\_  
 Security Agreement \_\_\_\_\_ Change of Name \_\_\_\_\_  
 Other \_\_\_\_\_

Execution Date: February 19, 2004

Name: Alliance Gaming Corporation

Internal Address: \_\_\_\_\_

Street Address: 6601 South Bermuda Road

City: Las Vegas State: NV Zip: 89119

Country: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation - State: Nevada corporation  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes \_\_\_\_\_ No   
 (Designation must be a 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): \_\_\_\_\_ B. Trademark Registration No.(s): 2,598,334 and 2,643,840

Additional numbers attached? Yes \_\_\_\_\_ No

5. Name and address of party to whom correspondence concerning documents should be mailed:  
 Name: Mandy Robertson-Bora  
 Internal Address: Gibson, Dunn & Crutcher LLP  
Suite 4000  
 Street Address: 2029 Century Park East  
 City Los Angeles State CA Zip 90067

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00  
 Enclosed  
 \_\_\_\_\_ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (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.

Mandy Robertson-Bora Mandy Robf-Bora February 24, 2004  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 10

OMB No. 0651-0011

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Mail documents to be recorded with required cover sheet information to:  
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**Box Assignments**  
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03/02/2004 ECUOPER 00000134 2598334

01 FC:8521 40.00 OP  
 02 FC:8522 25.00 OP

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TRADEMARK  
REEL: 002921 FRAME: 0144

## EXHIBIT A

Matter	Title	App No./Date	Issue No. /Date	Inventor/Assignee
<b>TRADEMARKS</b>				
004	U.S. Trademark Registration for the mark VISIONCORE	75/595,858 11/25/98	2,598,334 07/23/02	
005	U.S. Trademark Registration for the mark MINDPLAY	76/080,621 06/28/00	2,643,840 10/29/02	
<b>PATENTS/PATENT APPLICATIONS</b>				
401P1	TRACKING SYSTEM FOR GAMES OF CHANCE	60/130,368 04/21/99	N/A	Richard Soltys Richard Huizinga Jim Griner  Assignee: MindPlay, LLC
401	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	09/474,858 12/30/99	6,460,848 10/8/02	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D1	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/015,324 12/13/01		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D2	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/015,517 12/13/01	6,520,857 02/10/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D3	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/015,515 12/13/01	6,517,436 02/11/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D4	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/015,327 12/13/01	6,530,836 03/11/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D5	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/015,507 12/13/01	6,579,180 06/17/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D6	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/016,547 12/13/01	6,530,837 03/11/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D7	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/015,364 12/13/01	6,663,490 12/16/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC

Matter	Title	App No./Date	Issue No./Date	Inventor/Assignee
401D8	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/055,589 01/22/02	6,527,271 03/04/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D9	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/055,601 01/22/02	6,579,181 06/17/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D10	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/055,525 01/22/02	6,517,435 02/11/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D11	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/051,493 01/18/02	6,533,662 03/18/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D12	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/075,191 02/13/02	6,595,857 07/22/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D13	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/057,548 02/13/02	6,533,276 03/18/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D14	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/329,254 12/23/02		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401D15	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	10/331,026 12/27/02	6,688,979 2/10/04	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
40101AU	A CHIP TRAY AND A METHOD OF READING CHIPS IN A CHIP TRAY	2003231629 04/19/00		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
40102AU	A CARD DECK READER AND METHOD OF READING CARDS	2003231630 04/19/00		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401AU	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	49743/00 04/19/00		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401BR	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	P10009936-8 04/19/00		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC

Matter	Title	App No./Date	Issue No. /Date	Inventor/Assignee
401CA	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	2370753 04/19/00		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401EP	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	00931937.7 04/19/00		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401PC	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	US00/10496 04/19/00	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
401ZA	METHOD AND APPARATUS FOR MONITORING CASINOS AND GAMING	2001/9567 04/19/00	2001/9567 04/30/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
402P1	METHODS, APPARATUS AND ARTICLE FOR VERIFYING CARD GAMES, SUCH AS BLACKJACK (HAND READER)	60/259,658 01/04/01	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
402	METHODS, APPARATUS AND ARTICLE FOR VERIFYING CARD GAMES, SUCH AS BLACKJACK (HAND READER)	09/849,456 05/04/01	6,652,379 11/25/03	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
402PC	METHOD, APPARATUS AND ARTICLE FOR VERIFYING CARD GAMES, SUCH AS BLACKJACK	US02/00146 01/04/02	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
403	METHOD, APPARATUS AND ARTICLE FOR VERIFYING CARD GAMES, SUCH AS BLACKJACK (DISCARD READER)	09/790,480 02/21/01	6,685,568 2/3/04	Richard Soltys Richard Huizinga Robert B. Mouchou  Assignee: MindPlay, LLC
403D1	METHOD, APPARATUS AND ARTICLE FOR EVALUATING CARD GAMES, SUCH AS BLACKJACK	10/756,044 01/13/04		Richard Soltys Richard Huizinga Robert B. Mouchou  Assignee: MindPlay, LLC
403C2	METHOD, APPARATUS AND ARTICLE FOR EVALUATING CARD GAMES, SUCH AS BLACKJACK (DISCARD READER)	10/360,508 02/07/03		Richard Soltys Richard Huizinga Robert B. Mouchou  Assignee: MindPlay, LLC
403AU	METHOD, APPARATUS AND ARTICLE FOR EVALUATING CARD GAMES, SUCH AS BLACKJACK	200250171 02/21/02		Richard Soltys Richard Huizinga Robert B. Mouchou  Assignee: MindPlay, LLC

<b>Matter</b>	<b>Title</b>	<b>App No./Date</b>	<b>Issue No. /Date</b>	<b>Inventor/Assignee</b>
403CA	METHOD, APPARATUS AND ARTICLE FOR EVALUATING CARD GAMES, SUCH AS BLACKJACK	2438982 02/21/02		Richard Soltys Richard Huizinga Robert B. Mouchou  Assignee: MindPlay, LLC
403CN	METHOD, APPARATUS AND ARTICLE FOR EVALUATING CARD GAMES, SUCH AS BLACKJACK	02807147.6 02/21/02		Richard Soltys Richard Huizinga Robert B. Mouchou  Assignee: MindPlay, LLC
403EP	METHOD, APPARATUS AND ARTICLE FOR EVALUATING CARD GAMES, SUCH AS BLACKJACK	02719065.1 02/21/02		Richard Soltys Richard Huizinga Robert B. Mouchou  Assignee: MindPlay, LLC
403PC	METHOD, APPARATUS AND ARTICLE FOR EVALUATING CARD GAMES, SUCH AS BLACKJACK	US02/05522 02/21/02	N/A	Richard Soltys Richard Huizinga Robert B. Mouchou  Assignee: MindPlay, LLC
404P1	HIERARCHICAL WAGERING	60/300,253 06/21/01	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
404	METHOD, APPARATUS AND ARTICLE FOR HIERARCHICAL WAGERING	10/061,636 02/01/02		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
404PC	METHOD, APPARATUS AND ARTICLE FOR HIERARCHICAL WAGERING	US02/15959 05/20/02	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
407P1	METHOD, APPARATUS AND ARTICLE EMPLOYING MULTIPLE MACHINE-READABLE INDICIA ON PLAYING CARDS	60/354,683 02/06/02	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
407	METHOD, APPARATUS AND ARTICLE EMPLOYING MULTIPLE MACHINE-READABLE INDICIA ON PLAYING CARDS	10/360,846 02/05/03		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
407PC	METHOD, APPARATUS AND ARTICLE EMPLOYING MULTIPLE MACHINE-READABLE INDICIA ON PLAYING CARDS	US03/03971 02/05/03	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
408P1	GAMING RECOGNITION	60/354,730 02/05/02	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC

<b>Matter</b>	<b>Title</b>	<b>App No./Date</b>	<b>Issue No. /Date</b>	<b>Inventor/Assignee</b>
408	DETERMINING GAMING RECOGNITION	10/358,999 02/04/03		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
408PC	DETERMINING GAMING RECOGNITION	US03/03542 02/04/03	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
409P1	METHOD, APPARATUS AND ARTICLE FOR READING IDENTIFYING INFORMATION FROM, FOR EXAMPLE, STACKS OF CHIPS	60/406,246 09/27/02	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
409	METHOD, APPARATUS AND ARTICLE FOR READING IDENTIFYING INFORMATION FROM, FOR EXAMPLE, STACKS OF CHIPS	10/457,053 06/05/03		Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
409PC	METHOD, APPARATUS AND ARTICLE FOR READING IDENTIFYING INFORMATION FROM, FOR EXAMPLE, STACKS OF CHIPS	US03/27004 09/27/03	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
411P1	WIRELESS MONITORING OF PLAYING CARDS AND/OR WAGERS IN GAMING	60/463,978 4/17/03	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
412P1	METHOD FOR MANUFACTURING ENCODED CASINO GAMING CHIPS	60/490,072 07/25/03	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
413P1	SYSTEMS, METHODS, AND DEVICES FOR MONITORING CARD GAMES, SUCH AS BACCARAT	60/500,898 09/06/03	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
415P1	MONITORING AND COMMUNICATIONS IN GAMING ENVIRONMENTS	60/501,489 09/08/03	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
416P1	METHODS, APPARATUS, AND ARTICLE FOR DETERMINING AN INITIAL HAND IN A PLAYING CARD GAME, SUCH AS BLACKJACK OR BACCARAT	60/511,931 10/16/03	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC
418P1	COVERS FOR CASINO GAMING TABLE PLAYING SURFACES AND METHODS OF MANUFACTURING AND INSTALLING THE SAME	60/517,297 11/03/03	N/A	Richard Soltys Richard Huizinga  Assignee: MindPlay, LLC

<b>Matter</b>	<b>Title</b>	<b>App No./Date</b>	<b>Issue No. /Date</b>	<b>Inventor/Assignee</b>
420	METHOD, APPARATUS AND ARTICLE FOR EVALUATING CARD GAMES, SUCH AS BLACKJACK	10/703,414 11/07/03		Richard Soltys Richard Huizinga Robert B. Mouchou  Assignee: MindPlay, LLC

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment (this "Assignment") is made as of February 19, 2004 by and between MindPlay LLC, a Nevada limited liability company ("Assignor"), and Alliance Gaming Corporation, a Nevada corporation ("Assignee").

### RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof (the "Agreement") pursuant to which Assignor has agreed to sell, transfer and deliver to the Assignee the Transferred Assets (as defined in the Agreement) of Assignor.

B. Pursuant to Article II of the Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire all of Assignor's right, title, and interest in and to all of the Intellectual Property listed on Exhibit A hereto, together with the goodwill pertaining thereto (collectively, the "Assigned Intellectual Property").

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to implement the assignments of Intellectual Property required by the Agreement, Assignor hereby agrees as follows:

1. The terms and provisions of the Agreement shall apply to this Assignment, and the terms and conditions of this Assignment shall be construed consistently therewith.
2. Neither the representations and warranties nor the rights (including indemnification) and remedies of any party under the Agreement shall be deemed to have been reduced or altered in any way by the execution, acceptance and approval of this Assignment.
3. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Intellectual Property, free and clear of all liens, mortgages, options, charges, title defects, security interests and similar encumbrances, 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, designees, nominees 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, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.



4. Assignor represents and warrants that, at the time of the execution and delivery of this Assignment, it possesses the unencumbered right and authority to make this Assignment. Assignor further represents, warrants and covenants that the execution and delivery of this Assignment does not breach any agreement to which Assignor is a party, and Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

5. As may be requested by Assignee or its designee or other legal representative from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Intellectual Property and (ii) secure Assignee's rights in the Assigned Intellectual Property, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems necessary to assign and convey to Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Intellectual Property.

6. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue, certify, or assign registrations or applications for service marks, trademarks, patents, copyrights, Internet domain names or other evidence or forms of intellectual property protection, to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

MINDPLAY LLC

By: 

Name:

Title:

*Nicholas S. O'Leary*  
*CFO*