Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/27/2004

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Multimedia Games, Inc.		09/27/2004	CORPORATION:

### **RECEIVING PARTY DATA**

Name:	Chickasaw Nation
Street Address:	520 E. Arlington Blvd.
City:	Ada
State/Country:	OKLAHOMA
Postal Code:	74820
Entity Type:	federally recognized Indian tribe:

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2854804	WINSTAR
Registration Number:	2863487	HIGHWIRE ACT
Registration Number:	2856591	MIDWAY FOOD SHOW
Serial Number:	76505885	MARIACHI

## **CORRESPONDENCE DATA**

(918)594-0505 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (918) 594-0428 Email: jfincher@hallestill.com Correspondent Name: Joseph D. Fincher

Address Line 1: 320 S. Boston Ave., Suite 400 Address Line 4: Tulsa, OKLAHOMA 74103-3708

NAME OF SUBMITTER: Joseph D. Fincher

**TRADEMARK** 

**REEL: 003021 FRAME: 0882** 

Signature:	/Joseph D. Fincher/
Date:	02/03/2005
Total Attachments: 4 source=Winstar - 76-501807#page1.tif	

source=Mariachi 76-505885#page1.tif

source=Midway Food Show 76-490570#page1.tif

WHEREAS, Multimedia Games, Inc., a Texas corporation, with its principal place of business at 206 Wild Basin Rd., S. Bldg B  $-4^{th}$  FIr., Austin, TX 78746 ("Assignor"), has used and registered in the United States Patent and Trademark Office the trademark identified as follows:

Trademark: "WINSTAR" Reg. # 2854804 Serial # 76-501807 Reg. Date: 6-15-04

(the "Mark"); and

WHEREAS, The Chickasaw Nation, a Federally recognized Native American Indian Tribe, with its principal place of business at 520 E. Arlington Blvd., Ada, OK 74820 ("Assignee"), is desirous of acquiring any and all rights that Assignor may have in and to the Mark and the registration therefore, together with the goodwill of the business in connection with which the said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said Mark and the registration therefore for the United States and throughout the world together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof. Assignor agrees to execute and deliver at the request of the assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Multimedia Games, Inc.	Dated: <u>9-27</u> , 2004
By: Robert Hammet	
Print Name: Skip Lanet	
Title: Exec U. P.	

WHEREAS, Multimedia Games, Inc., a Texas corporation, with its principal place of business at 206 Wild Basin Rd., S. Bldg B – 4<sup>th</sup> Flr., Austin, TX 78746 ("Assignor"), has used and registered in the United States Patent and Trademark Office the trademark identified as follows:

Trademark: "HIGHWIRE ACT"
Reg. # 2863487
Serial # 76-501808
Reg. Date: 7-13-04

(the "Mark"); and

WHEREAS, The Chickasaw Nation, a Federally recognized Native American Indian Tribe, with its principal place of business at 520 E. Arlington Blvd., Ada, OK 74820 ("Assignee"), is desirous of acquiring any and all rights that Assignor may have in and to the Mark and the registration therefore, together with the goodwill of the business in connection with which the said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said Mark and the registration therefore for the United States and throughout the world together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof. Assignor agrees to execute and deliver at the request of the assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

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Multimedia Games, Inc.	Dated: <u>9-27</u> , 2004
By: Robert & Rame TI	
Print Name: Skip Lannert	
Title: Exec. V.P.	

WHEREAS, Multimedia Games, Inc., a Texas corporation, with its principal place of business at 206 Wild Basin Rd., S. Bldg B  $-4^{th}$  FIr., Austin, TX 78746 ("Assignor"), owns and has a bona fide intent to use the following trademark (the "Mark") in connection with the goods and/or services identified in the pending application therefore:

MARIACHI Serial # 76-505885

and

WHEREAS, Assignor has applied to register the Mark on the Principal Register of the United States Patent and Trademark Office based on Assignor's bona fide intent to use the Mark in commerce in connection with the described goods and/or services; and

WHEREAS, The Chickasaw Nation, a Federally recognized Native American Indian Tribe, with its principal place of business at 520 E. Arlington Blvd., Ada, OK 74820 ("Assignee"), desires to acquire that portion of the business of Assignor to which the Mark pertains and in connection with which Assignor has a bona fide intent to use the Mark and the pending Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and quitclaims to Assignee all right, title and interest in and to the Mark and the pending Application therefore, together with that portion of Assignor's business to which the Mark pertains and in connection with which it has a bona fide intent to use the Mark.

Multimedia Games, Inc.	Dated:	9-27	_, 2004
By: Robert & Famu &	_		
Print Name: Skip Lannet			
Title: Exec. V. P.			

WHEREAS, Multimedia Games, Inc., a Texas corporation, with its principal place of business at 206 Wild Basin Rd., S. Bldg B – 4<sup>th</sup> Flr., Austin, TX 78746 ("Assignor"), has used and registered in the United States Patent and Trademark Office the trademark identified as follows:

Trademark: "MIDWAY FOOD SHOW"
Reg. # 2856591
Serial # 76-490570
Reg. Date: 6-22-04

(the "Mark"); and

RECORDED: 02/03/2005

WHEREAS, The Chickasaw Nation, a Federally recognized Native American Indian Tribe, with its principal place of business at 520 E. Arlington Blvd., Ada, OK 74820 ("Assignee"), is desirous of acquiring any and all rights that Assignor may have in and to the Mark and the registration therefore, together with the goodwill of the business in connection with which the said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said Mark and the registration therefore for the United States and throughout the world together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof. Assignor agrees to execute and deliver at the request of the assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Multimedia Games, Inc.

Dated: 9-27, 2004

By:  $\sqrt{8}$ Print Name:  $\sqrt{8}$   $\sqrt{8}$ Title:  $\sqrt{8}$   $\sqrt{8}$