

TRADEMARK ASSIGNMENT

WHEREAS, SHUFFLE MASTER, INC., a corporation of Minnesota having an address of 1106 Palms Airport Drive, Las Vegas, NV 89119-3739 ("Assignor") is the owner of the following federal, registered trademark ("Trademark")

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
PERFECT 7	2,723,774	June 10, 2003

for goods and services of: gaming machines with or without video output, software for gaming machines and game conversion kits comprised of replacement graphic displays and software for gaming machines in International Class 009, and claiming a date of first use of September 17, 2002

And;

WHEREAS, ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LIMITED, a corporation of Australia having an address of 71 Longueville Road, Lane Cove, New South Wales 2066, Australia ("Assignee"), desires to acquire by assignment from Shuffle Master the rights, title and the goodwill associated with above-identified trademark,

NOW, THEREFORE, in consideration of Four Hundred Twenty-Five Dollars (\$425.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
- 2. Representations and Warranties.** Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
 - (d) Assignor has no information or belief that the Trademark infringes the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;

(f) This Agreement is valid, binding and enforceable in accordance with its terms.

3. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

4. Amendment. This Agreement may be amended only by a writing signed by both parties.

5. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Nevada.

SHUFFLE MASTER, INC.

Effective this 4th day of June 2004.

Name: Brooke Dunn

Title: Senior VP

Signature: 