

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TELECOM PRODUCTIONS, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 8, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SCIENTIFIC GAMES INTERNATIONAL, INC.

Internal

Address: _____

Street Address: 1500 Bluegrass Lakes Parkway

City: Alpharetta

State: Georgia

Country: USA Zip: 30004

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____
- Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,843,402; 2,904,259; 2,888,490; and 2,855,707

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
2,843,402 - RACING ACTION - Reg. Oct. 29, 2002; 2,888,490 - REAL PEOPLE LOTTERY DRAWS - Reg. Sept. 28, 2004;
2,904,259 - TELECOM GAME FACTORY - Reg. Nov. 23, 2004; and 2,855,707 - RADD5 - Reg. June 22, 2004

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

Name: Robert D. Katz, Esq.

Internal Address: COOPER & DUNHAM LLP

Street Address: 1185 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: (212) 278-6400

Fax Number: (212) 391-0525

Email Address: rkatz@cooperdunham.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

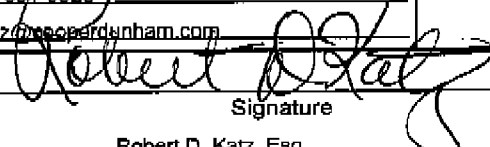
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 03-3125

Authorized User Name Robert D. Katz

9. Signature:



Signature

Robert D. Katz, Esq.

Name of Person Signing

June 9, 2006

Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$115.00 033125 2643402

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made this 8th day of February, 2006, by and between **TELECOM PRODUCTIONS, INC.**, a Delaware corporation ("Seller"), and **SCIENTIFIC GAMES INTERNATIONAL, INC.**, a Delaware corporation ("Purchaser").

BACKGROUND:

A. Purchaser is acquiring certain of the assets of Seller used in Seller's Business pursuant to that certain Asset Purchase Agreement, dated as of the same date hereof (the "Purchase Agreement"), by and among Purchaser, Seller, Budd Libby, Dan Bower, Roger Clark, Sande Stewart, Michael Fisk, Dave Aibel, Michael Blanc, Bryce Muir, and Robert Thomas. Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. As contemplated by the Purchase Agreement, Seller and Purchaser desire to provide for the assignment to and assumption by Purchaser of certain rights and obligations of Seller on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for value received, the parties hereto hereby agree as follows:

1. Assignment of Assets. Subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser, and Purchaser hereby receives and accepts from Seller, all of the Assets, including, without limitation, all of the Intellectual Property listed on Exhibit 1 attached hereto and incorporated herein by this reference, to include the entire right, title and interest in the patents, patent applications, trademarks, and trademark applications listed on Exhibit 1, as well as all inventions therein disclosed for the United States and foreign countries, and including without limitation any continuation, divisional, continuation-in-part, reissue, reexamination, extensions or foreign equivalents thereof, and all rights of priority and corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereinafter in effect, and Seller hereby agrees that it will execute all papers necessary in connection with the United States and foreign patent and trademark applications as requested by Purchaser.

2. Assignment and Assumption of Assumed Liabilities. Subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby assigns and delegates to Purchaser, and Purchaser assumes and agrees to pay, perform and discharge, all of the Assumed Liabilities.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

SIGNED, SEALED AND DELIVERED as of the date first above written.

"Seller"

"Purchaser"

TELECOM PRODUCTIONS, INC.

SCIENTIFIC GAMES INTERNATIONAL, INC.

By: [Signature]
Name: Burdell O. Leiby
Title: President / CEO

By: [Signature]
Name: STEWART SAPIRIN
Title: S.R.V.P.

Telecom Game Factory (Norway)	2003.09397	Filed April 14, 2003
Real People Lottery Draws (US) **	2,888,490	September 28, 2004
Real People Lottery Draws (Australia) **	972903	Registered March 23, 2004
Real People Lottery Draws (Europe) **	3392289	Filed October 7, 2003
Real People Lottery Draws (Israel) **	167202	Filed October 2, 2003
Real People Lottery Draws (Norway) **	224096	Registered August 31, 2004
Real People Lottery Draws (New Zealand) **	702529	Registered April 14, 2003
RADDS (US)	2,855,707	June 22, 2004
RADDS (Australia)	972904	Registered May 4, 2004
RADDS (Europe)	3391497	Filed April 14, 2003
RADDS (Israel)	167203	Registered January 4, 2005
RADDS (Norway)	2003.09398	Filed April 14, 2003
RADDS (New Zealand)	702531	Registered April 14, 2003
DAILY RACE GAME™	*	common law trademark rights

* Patents marked with an "***" are "Assets comprising the Daily Race Game™" for purposes of Purchaser's obligation under Section 9.5.

** Seller shall license these TMs and patent application to Purchaser in accordance with that certain License Agreement between Purchaser and Seller, dated as of the Closing.