

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/06/1997

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GTECH Corporation		10/06/1997	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GTECH Rhode Island Corporation
Street Address:	55 Technology Way
City:	West Greenwich
State/Country:	RHODE ISLAND
Postal Code:	02817
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	75050228	ACCUDOT
Serial Number:	75050227	ACCUTHERM
Serial Number:	75097879	EZEXPRESS
Serial Number:	75330867	PROSYS
Serial Number:	75207980	QUICKSWITCH

CORRESPONDENCE DATA

Fax Number: (401)455-0701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 401-455-0700
 Email: rgaboury@duffysweeney.com
 Correspondent Name: Ralph N. Gaboury, Esq.
 Address Line 1: One Turks Head Place
 Address Line 2: Suite 1200
 Address Line 4: Providence, RHODE ISLAND 02903

CH \$140.00 75050228

NAME OF SUBMITTER:	Ralph N. Gaboury, Esq.
Signature:	/Ralph Gaboury/
Date:	03/26/2007

Total Attachments: 10

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CONTRIBUTION AGREEMENT

This Contribution Agreement executed this 6th day of October, 1997 by and between **GTECH Corporation**, a Delaware corporation with offices at 55 Technology Way, West Greenwich, Rhode Island 02817 ("GTECH") and **GTECH Rhode Island Corporation**, a Rhode Island corporation with offices at 55 Technology Way, West Greenwich, Rhode Island 02817 ("GRIC").

REDACTED

REDACTED

WHEREAS, GTECH desires to assign, convey, transfer and contribute to the capital of GRIC, and GRIC desires to accept, acquire and receive from GTECH certain property as set forth on Schedule A attached hereto and incorporated by reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto as follows:

1. **Capital Contribution.** Effective at 12:01 a.m. (Providence, Rhode Island) time on the date hereof, GTECH has contributed to the capital of GRIC that certain property as set forth on Schedule A attached hereto and incorporated herein by reference.

2. **Liabilities.** GTECH has not contributed any recorded or unrecorded liabilities to GRIC, and GRIC expressly declines to assume any such liabilities. If by operation of law or otherwise, GTECH is deemed to have transferred any liability along with the described capital contribution, then the parties agree that GTECH shall continue to remain jointly and severally liable for any or all such liability, whether or not joint and several liability occurs by operation of law, and that GTECH shall indemnify GRIC for any payments made by GRIC to satisfy or liquidate all or a portion of any such liability.

3. **Scope Of Contract.** This Contribution Agreement encompasses the complete understanding between the parties on the subject matter hereof. The failure of either party to assert any right or remedy provided herein, shall not bar the assertion of such right or remedy thereafter. This Contribution Agreement supersedes any and all prior agreements between the parties.

4. **Counterparts, Headings, Etc.** This Contribution Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set forth as for convenience of reference only and shall not be deemed a part of this Contribution Agreement. A pronoun in one gender includes and applies to the other genders as well. This Contribution Agreement shall be binding and enforceable against the parties and their successors and assigns.

5. **Governing Law.** The validity and effect of this Contribution Agreement and the rights and obligations of the parties hereto shall be governed by, construed and enforced in accordance with the laws of the State of Rhode Island.

6. **Severability.** Whenever possible, each provision of this Contribution Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contribution Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Contribution Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

7. **Acknowledgment of Receipt.** GRIC hereby acknowledges receipt from GTECH of the assets listed on Schedule A and the attached Exhibits contributed to GRIC by GTECH pursuant to this Contribution Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Contribution Agreement to be executed by their respective duly authorized officers, as of the date first above written.

GTECH CORPORATION

By: Robert J. Plouffe
Name: ROBERT J. PLOUFFE
Title: VICE PRESIDENT

GTECH RHODE ISLAND CORPORATION

By: John A. Kozak
Name: JOHN A. KOZAK
Title: DIRECTOR OF TAXES

Schedule A

REDACTED

REDACTED

2. The trademarks, trade names and service marks and pending applications for trademarks, trade names and service marks listed on Exhibit A attached hereto and the goodwill associated therewith.

REDACTED

REDACTED

REDACTED

REDACTED

Exhibit A
The Marks

UNITED STATES

<u>MARKS</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ORIGINAL REGISTRATION</u>	<u>PRINCIPAL OR SUPPLEMENTED REGISTRATION</u>
ACCUDOT	75/050,228	1/30/96	Allowed
ACCUTHERM	75/050,227	1/30/96	Allowed
EZEXPRESS	75/097,879	5/2/96	Allowed
QUICKSWITCH	75/207,980	12/4/96	Pending

REDACTED

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TRADEMARKS TO BE TRANSFERRED

PRO:SYS

75/330,867

7/25/97

Pending

REDACTED

REDACTED

REMAINING PAGES

REDACTED