

RECORDATION TRADEMARKS / SE



103411392

Docket No.: ROCKET.0000G

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

1. Name of conveying party(ies): 5.29.07 Miami Tribe of Oklahoma Business Development Authority

Individual(s) Association General Partnership Limited Partnership Corporation-State: Other Federally Recognized Indian Tribal Entity Citizenship (see guidelines) Additional names(s) of conveying party(ies)

2. Name and address of receiving party(ies): Additional names, addresses, or citizenship attached? Yes No

Name: Ron Harris, President Internal Address: Rocket Gaming Systems, LLC Street Address: 66201 East 290 Road City: Grove State: OK Country: U.S.A. ZIP: 74344 Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other Limited Liability Company

3. Nature of conveyance/Execution Date(s): Execution Date: May 14, 2007 and May 18, 2007 Assignment Merger Security Agreement Change of Name Other

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

4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark: A. Trademark / Service Mark Application No.(s) B. Trademark / Service Mark Registration No.(s) 3,159,349 3,159,350 3,230,145 3,230,144 Additional sheet(s) attached? Yes No

OFFICE OF PUBLIC RECORDS MAY 29 AM 7:19 FINANCE SECTION

C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed: Name: R. Scott Weide Internal Address: Weide & Miller, Ltd. Street Address: 7251 West Lake Mead Blvd., Suite 530 City: Las Vegas State: NV Zip: 89128 Phone Number: (702) 382-4804 Fax Number: (702) 382-4805 Email Address: SWeide@WeideMiller.com

6. Total number of applications and registrations involved: 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115 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 502200 Authorized User Name

9. Signature: R. Scott Weide (Reg. No. 37,755) Name of Person Signing

Date: May 25, 2007 Total number of pages including cover sheet, attachments, and document: 3

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made between Miami Tribe of Oklahoma Business Development Authority, a subordinate economic enterprise and political subdivision authorized and incorporated under the Miami Tribal business Action of 199 by the Miami Tribe of Oklahoma, a federally recognized Indian tribe organized under Section 3 of the Act of June 26, 1936 (48 stat. 1967) ("Assignor") and Rocket Gaming Systems, LLC, a Delaware limited liability company ("Assignee").

WHEREAS Assignor is the owner of the following trademarks ("Marks"):

ALL WAYS PAYS (which is the subject of U.S. Registration No. 3,159,349);
SURE SHOT (which is the subject of U.S. Registration No. 3,159,350);
WHOPPER (which is the subject of U.S. Registration No. 3,230,145); and
GREAT WHITE DIAMOND (which is the subject of U.S. Registration No. 3,230,144);

WHEREAS Assignor has used the Marks to identify Assignor as the source of the goods and services provided thereby, including but not limited to gaming machines, including bingo-related games and slot machines in Class 9;

WHEREAS Assignor has sold, assigned and/or otherwise transferred over such portion of the business associated with the Marks to the Assignee; and

WHEREAS the Assignee is desirous of acquiring the entire right, title and interest in and to the Marks;

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

1. Assignor does hereby sell, transfer, assign and otherwise convey to the Assignee, its successors and assigns all Assignor's right, title and interest throughout the world, in the following:

- (i) the Marks and any registration and renewals thereof;
- (ii) the goodwill of that portion of Assignor's business connected with, pertaining to, and symbolized by the Marks; and
- (iii) the ownership of all causes of action for, and claims for damages by reason of infringement of the Marks, which actions arose prior to the date of execution hereof.

2. This Trademark Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties.

3. Assignor hereby agrees that the Assignee shall have the right to record this instrument of assignment.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment.

ASSIGNOR
MIAMI TRIBE OF OKLAHOMA BUSINESS
DEVELOPMENT AUTHORITY

By: Neal Watson
Name: Neal Watson
Title: President

Date: 5-14²⁰-07

ASSIGNEE
ROCKET GAMING SYSTEMS, LLC

By: Ron Harris
Name: Ron Harris
Title: President

Date: May 18, 2007