

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Progressive Games, Inc.		09/28/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Shuffle Master, Inc.		
Street Address:	1106 Palms Airport Drive		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89119		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2584047	PROGRESSIVE BLACKJACK	
Registration Number:	2458905	PROGRESSIVE BLACK JACK	
CORRESPONDENCE DATA			
Fax Number:	(585)325-5458		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(315) 425-2802		
Email:	ekinsley@hiscockbarclay.com		
Correspondent Name:	Hiscock & Barclay, LLP		
Address Line 1:	One Park Place		
Address Line 2:	300 South State Street		
Address Line 4:	Syracuse, NEW YORK 13202		
ATTORNEY DOCKET NUMBER:	3028513		
NAME OF SUBMITTER:	Elizabeth A. Kinsley		
Signature:	/elizabeth a. kinsley/		

OP \$65.00 2584047

Date:

11/19/2007

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of his 28 day of September, 2007, ("Effective Date"), by and between Progressive Games, Inc., a Delaware corporation, with its principal office at 920 Pilot Road, Las Vegas, Nevada 89119 ("Assignor"), and Shuffle Master, Inc., a Minnesota corporation, with its principal office at 1106 Palms Airport Drive, Las Vegas, Nevada 89119 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated as of the same date hereof ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Table Games Business as defined in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for trademark registration set forth on Schedule A attached hereto, the foreign trademark registrations and applications for trademark registration set forth on Schedule B attached hereto, and the unregistered trademarks set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's Table Games Business, and that Table Games Business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and

for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

This Assignment shall be governed by and constructed in accordance with the laws of the State of New York (without regard to conflict of law principles).

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 26 day of September, 2007.

PROGRESSIVE GAMES, INC.

By: [Signature]
Name: Robert Zions
Title: EVP, GC and Secy

SHUFFLE MASTER, INC.

By: [Signature]
Name: Sherry Smith
Title: SVP & GC

STATE OF NEW YORK
COUNTY OF NEW YORK) SS.

On this 26TH day of September 2007, there appeared before me Robert B. Zions personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of

[Signature]
Notary Public
BRUCE J. BRUMBERG
Notary Public, State of New York
Mo. 01BR6116384
Qualified in New York County
Commission Expires Sept. 27, 2008

STATE OF NEW YORK
COUNTY OF NEW YORK) SS.

On this 26TH day of September 2007, there appeared before me Sherry Smith personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of

[Signature]
Notary Public
BRUCE J. BRUMBERG
Notary Public, State of New York
Mo. 01BR6116384
Qualified in New York County
Commission Expires Sept. 27, 2008

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction</u>
PROGRESSIVE BLACKJACK	2,584,047	Federal
PROGRESSIVE BLACKJACK	2,458,905	Federal

Applications:

<u>Mark</u>	<u>Serial No.</u>	<u>Jurisdiction</u>
NONE		

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

<u>Mark</u>	<u>Registration No.</u>	<u>Jurisdiction</u>
CARIBBEAN STUD	7211	European union
CARIBBEAN STUD	471931	Canada
CARIBBEAN STUD	472,948	Canada
CARIBBEAN STUD	2,010,519	Argentina
CARIBBEAN STUD	3481	Antigua & Baruda
CARIBBEAN STUD	96/02418	South Africa
CARIBBEAN STUD	96/02419	South Africa
CARIBBEAN STUD	96/02336	South Africa
CARIBBEAN DRAW	97/01704	South Africa
CARIBBEAN STUD	711,192	Chile
CARIBBEAN STUD	92.14315	Monacao
CARIBBEAN STUD	519,360	Benelux
CARIBBEAN STUD ENTERPRISES	519,359	Benelux
CARIBBEAN STUD	469,336	Canada
CARIBBEAN STUD	S002073	Venezuala
CARIBBEAN STUD	11,816	Macau
CARIBBEAN STUD	12,466	Macau
CARIBBEAN STUD	179-772	Slovakia
CARIBBEAN STUD	9671427	Solvenia

CARIBBEAN STUD	179,861	Czech Republic
CARIBBEAN STUD	1937	Peru
CARIBBEAN STUD	89,288	Costa Rica
CARIBBEAN STUD	160217	Colombia
CARIBBEAN STUD	776660	China
CARIBBEAN STUD	267,168	Uruguay
CARIBBEAN STUD	70169	Panama
CARIBBEAN STUD	738-94	Ecuador
CARIBBEAN STUD	A577,409	Australia
CARIBBEAN STUD	56940-C	Bolivia
CARIBBEAN STUD	817665714	Brazil
CARIBBEAN STUD	54,002	Dominican Republic
CARIBBEAN STUD	197248	Paraguay
CARIBBEAN STUD	399,962	Switzerland
CARIBBEAN DRAW	97/01704	South Africa
PROGRESSIVE GAMES	1997/16182	South Africa
A NEW DAY IN GAMING	TMA473,073	Canada
CARIBBEAN DRAW	1,655,697	Argentina
CARIBBEAN DRAW	DNP-043-98	Ecuador
CARIBBEAN DRAW	291,991	Uruguay
CARIBBEAN DRAW	197249	Paraguay
ARUBA RUM 32	9771637	Slovenia
PROGRESSIVE BLACKJACK	1655698	Argentina

PROGRESSIVE GAMES

1997/16182

South Africa

Applications:

Mark

Serial No.

Jurisdiction

NONE

SCHEDULE C

UNREGISTERED TRADEMARKS

All common law trademarks and/or any rights to file trademark applications for any name and/or design used to identify any good and/or service associated with the following:

PURCHASED TABLE GAMES

PURCHASED ASSETS

Game Manager

Aquarius Controller; and/or

Any registered trade marks and/or trade mark applications listed in Schedules A and B herein.