

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bally Gaming, Inc.		10/15/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Electronic Arts Inc.		
Street Address:	209 Redwood Shores Parkway		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3425474	POPPIT!	
CORRESPONDENCE DATA			
Fax Number:	(650)628-1422		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-628-1500		
Email:	sgarfield@ea.com		
Correspondent Name:	Jacob Schatz		
Address Line 1:	209 Redwood Shores Parkway		
Address Line 2:	Legal Dept		
Address Line 4:	Redwood City, CALIFORNIA 94065		
NAME OF SUBMITTER:	Susan Garfield		
Signature:	/sg/		
Date:	10/29/2008		

CH \$40.00 3425474

Total Attachments: 3

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**TRADEMARK
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 15th, 2008 by and between **BALLY GAMING, INC.**, a Nevada corporation ("**BALLY**"), with its principal offices at 6601 S. Bermuda Road, Las Vegas, NV 89119 ("Assignor"), and **ELECTRONIC ARTS INC.**, a Delaware corporation ("**EA**"), with its principal offices at 209 Redwood Shores Parkway, Redwood City, CA 94065-1175 ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties." All capitalized terms used herein, unless otherwise defined herein, shall have the meanings given to them in the Agreement (as defined below).

RECITALS

WHEREAS, that certain License and Distribution Agreement, dated September 30, 2004 (the "Agreement"), by and between Assignee and Assignor (identified as "EA" and "Bally" in the Agreement) provides for, among other things, an express reservation of all of Assignee's intellectual property rights, including ownership, in and to the Licensed Pogo Content, the Artwork, the EA Documentation and the EA Marks and any and all modifications, enhancements and derivative works thereof; and

WHEREAS, Assignor has applied for and received a trademark registration for the Licensed Pogo Content, specifically the trademark "POPPIT!" (Reg. No. 3425474), which was entered on the Principal Register on May 13, 2008, as set forth on Exhibit A (herein referred to as the "Transferred Asset"); and

WHEREAS, Assignor wishes to transfer to Assignee, all right, title and interest in and to the Transferred Asset.



NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Assignor and Assignee hereby agree as follows:

- I. Assignment of Intellectual Property Assets. Assignor hereby assigns to Assignee, for Assignee and Assignee's successors, transferees, and assignees, the entire worldwide right, title and interest of whatever kind and nature, forever and throughout the universe, in and to the Transferred Asset.
- II. Authorization. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States, to record this assignment of the Transferred Asset to Assignee, including Assignor's entire right, title and interest therein, and to issue to Assignee the transferred Asset in accordance with this Assignment.
- III. Further Assurance. If, at any time after the date of this Assignment, any further action is necessary or desirable to carry out the purposes of this Assignment and to vest in Assignee full right, title and possession to and in the Transferred Asset, Assignor will take all such necessary or desirable action, including executing and delivering any further documents, as reasonably requested by Assignee.
- IV. Binding Effect. This Assignment shall bind and inure to the benefit of the respective Parties and their assigns, transferees and successors.

V. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of California without giving effect to the principles of conflicts of law thereof.

VI. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Assignment on the date first set forth above.

ASSIGNOR: BALLY GAMING, INC. By: <u></u> Name: Mark Lerner, Secretary Date: October <u>15</u> , 2008	ASSIGNEE: ELECTRONIC ARTS INC. By: <u></u> Name: <u>Andrew Pedersen</u> Date: <u>Oct. 23, 2008</u>
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(Assignor signatory notarization follows)

STATE OF NEVADA, COUNTY OF CLARK

On October 15th, 2008, before me, Cynthia Ann Duarte a Notary Public in and for said state, personally appeared Mark Lerner, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.



Name:
Notary Public
My Comm. Expires 03.09.2009

EXHIBIT A

United States Patent and Trademark Office

Trademarks > Trademark Electronic Search System (TESS)

Word Mark **POPPIT!**

Goods and Services

IC 009. US 021 023 026 036 038. G & S: Gaming devices, namely, slot machines, with or without video output. FIRST USE: 20060918. FIRST USE IN COMMERCE: 20060918

Standard Characters

Claimed

Mark Drawing

Code

(4) STANDARD CHARACTER MARK

Trademark

Search Facility

Classification

Code

NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters, punctuation and mathematical signs, zodiac signs, prescription marks

Serial Number 77135772

Filing Date March 20, 2007

Current Filing

Basis

1A

Original Filing

Basis

1A

Published for

Opposition

February 26, 2008

Registration

Number

3425474

Registration

Date

May 13, 2008

Owner (REGISTRANT) Bally Gaming, Inc. CORPORATION NEVADA Attn: Pamela Bowsher, Law Dept. 6601 South Bermuda Road Las Vegas NEVADA 89119

Trademark Electronic Search System (TESS) Page 1 of 2

<http://tess2.uspto.gov/bin/showfield?f=doc&state=ru2ntm.2.1> 9/12/2008

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead

Indicator

LIVE