

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
Las Vegas Gaming, Inc.		08/19/2009	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Gaming Arts, LLC		
Street Address:	2549 Sun Reef Road		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89128		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	77667796	SUPER DOUBLE HOTBALL	
Serial Number:	77667797	SUPER BASEBALL	
Serial Number:	77667798	SUPER ODDBALL	
Serial Number:	77678580	SUPER FLASHBOARD	
Serial Number:	77678582	SUPER XXX	
Serial Number:	77678583	SUPER TIC TAC TOE	
Registration Number:	2574730	VEGAS NUMBERS	
Registration Number:	2757318	PLAYED YOUR NUMBERS TODAY?	
Registration Number:	3363913	MULTIPLIER	
Registration Number:	3429818	OPTIMA	
Registration Number:	3478423	AMERICAN NUMBERS	
Registration Number:	3478431	SUPER COVERALL	
Registration Number:	3554941	SUPER DOUBLE DAB	
Registration Number:	3628244	LUCKY NUMBERS	

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Registration Number:	3376661	MILLION DOLLAR TICKET
Registration Number:	2818528	THE MILLION DOLLAR TICKET
Serial Number:	77409865	HOT NUMBERS
Serial Number:	77614249	SUPER TREASURE TRAIL
Serial Number:	77616210	RIVER OF DREAMS
Serial Number:	77616215	RIVER OF GOLD

CORRESPONDENCE DATA

Fax Number: (248)358-3351
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 248-358-4400
Email: marapakis@brookskushman.com
Correspondent Name: Matthew R. Mowers
Address Line 1: 1000 Town Center, 22nd Floor
Address Line 4: Southfield, MICHIGAN 48075-1238

ATTORNEY DOCKET NUMBER:	GAMA 0100 A
NAME OF SUBMITTER:	Matthew R. Mowers
Signature:	/matthew r mowers/
Date:	10/30/2009

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*"), effective as of August 19, 2009 (the "*Effective Date*"), is entered into between Las Vegas Gaming, Inc., a Nevada corporation, having a principal place of business at 3980 Howard Hughes Parkway, Suite 450, Las Vegas, Nevada 89169 ("*Assignor*") and Gaming Arts, LLC, a Nevada limited liability company, having a principal place of business at 2549 Sun Reef Road, Las Vegas, Nevada 89128 ("*Assignee*") (each a "*Party*" and collectively, the "*Parties*").

WHEREAS, Assignor is the owner of the trademarks (including any and all goodwill symbolized thereby), including trademark registrations and intent-to-use applications filed with the United States Trademark Office, and has intended to use same but has not yet filed an allegation of use under §1(c) or 1(d) of the Trademark Act as set forth on Schedule A and the State Trademark Registrations set forth on Schedule B hereto (the "*Trademarks*"); and

WHEREAS, the Parties entered into that certain Asset Purchase Agreement dated as of August 19, 2009 (the "*Purchase Agreement*"), pursuant to which Assignee agreed to purchase the Purchased Assets (as defined in the Purchase Agreement) from the Assignor, including all of Assignor's right, title and interest in and to the Trademarks.

WHEREAS, Assignee is the successor of the ongoing and existing business (or portion thereof) of Assignor, is desirous of acquiring said Trademarks identified in Schedule A and the registrations and applications thereof;

WHEREAS, Assignor is assigning the intent-to-use trademark applications identified in Schedule A as part of the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. §1060;

NOW THEREFORE, for the consideration of one (\$1.00) U.S. Dollar, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the trademarks, and the registrations and intent-to-use applications identified in Schedules A and B, including all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Trademarks, either by itself or by recorded licensees, as well as the right to sue for past, present and future infringement thereof.

2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

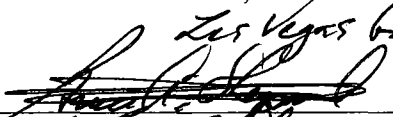
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to any conflicts of law principles.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.


5. Assignment of Licenses. The Parties hereby agree in that all rights and obligations which derive from any and all license agreements into which the Assignor has ever entered with respect to the Trademarks, and which have been properly recorded with the United States Patent and Trademark Office, against each of said Trademarks included in this agreement, will also be assigned to the Assignee, by virtue of the present agreement. To this effect, and to comply with appropriate provisions contained in the afore-mentioned License Agreements, the Licensee executes the present Agreement and, therefore, provides its consent for the present transfer of Licensor's rights.

IN WITNESS WHEREOF, each Party has caused the Agreement to be executed by its duly authorized representative.

LAS VEGAS GAMING, INC.

By: 
Name: Paul A. Phipps
Title: Chief Financial Officer

GAMING ARTS, LLC

By: 
David Colvin, Manager

SCHEDULE A

FEDERAL TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Grant Date</u>
VEGAS NUMBERS	2,574,730	May 28, 2002
PLAYED YOUR NUMBERS TODAY?	2,757,318	August 26, 2003
MULTIPLIER	3,363,913	January 1, 2008
OPTIMA	3,429,818	May 20, 2008
AMERICAN NUMBERS	3,478,423	July 29, 2008
SUPER COVERALL	3,478,431	July 29, 2008
SUPER DOUBLE DAB	3,554,941	December 30, 2008
LUCKY NUMBERS	3,628,244	May 26, 2009
MILLION DOLLAR TICKET	3,376,661	January 29, 2008
THE MILLION DOLLAR TICKET	2,818,528	February 24, 2004
THE COMBO	2,654,759	November 5, 2002

FEDERAL TRADEMARK APPLICATIONS

<u>Mark</u>	<u>U.S. Application No.</u>	<u>Filing Date</u>
GOLDEN TICKET	77/200,856	June 7, 2007
HOT NUMBERS	77/409,865	July 15, 2008
NATIVE NUMBERS	77/492,328	June 5, 2008
SUPER TREASURE TRAIL	77/614,249	November 13, 2008
SUPER CALENDAR COVERALL	77/614,252	November 13, 2008
SUPER JACKPOT COVERALL	77/616,133	November 13, 2008
RIVER OF DREAMS	77/616,210	November 17, 2008
RIVER OF GOLD	77/616,215	November 17, 2008
SUPER DOUBLE HOTBALL	77/677,796	February 10, 2009
SUPER BASEBALL	77/677,797	February 10, 2009
SUPER ODDBALL	77/677,798	February 10, 2009
SUPER FLASHBOARD	77/678,580	February 25, 2009
SUPER XXX	77/678,582	February 25, 2009
SUPER TIC TAC TOE	77/678,583	February 25, 2009

SCHEDULE B

STATE TRADEMARKS

<u>Mark</u>	<u>State</u>	<u>Registration No.</u>	<u>Grant Date</u>
4-PLAY! AMORE!	Nevada	SM00310379	October 2, 1998
MS. BINGO & Design	Nevada	SM00340612	March 26, 2002
MR. KENO & Design	Nevada	SM00340613	March 26, 2002
THE COMBO	Nevada	SM00340614	March 26, 2002
NEVADA BINGO & Design	Nevada	SM00340615	March 26, 2002
AMERICAN NUMBERS	Nevada	SM00340428	January 8, 2002
MISSISSIPPI NUMBERS	Mississippi		September 16, 1988
THE MILLION DOLLAR TICKET	Nevada	SM00340796	May 31, 2002