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O:MARK BORGHESE COMPANY:7251 W. LAKE MEAD BLVD., SUITE 530

TRADEMARK ASSIGNMENT

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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
Ella Rocco Terantino		02/01/2011	INDIVIDUAL: U.S.
RECEIVING PARTY DATA			
Name:	American Gaming Systems		
Street Address:	2470 Saint Rose Parkway, Suite 210		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89074		
Entity Type:	LIMITED LIABILITY COMPANY: Delaware		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85072739	PAY IT AGAIN POKER	
CORRESPONDENCE DATA			
Fax Number:	(702)382-4805		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(702) 382-4804		
Email:	mborghese@weldemiller.com		
Correspondent Name:	Mark Borghese		
Address Line 1:	7251 W. Lake Mead Blvd., Suite 530		
Address Line 4:	Las Vegas, NEVADA 89128		
ATTORNEY DOCKET NUMBER:	PAYIT.0000G		
NAME OF SUBMITTER:	Mark Borghese		
Signature:	/MB/		
Date:	02/28/2011		

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TRADEMARK
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MARK BORGHESE COMPANY:7251 W. LAKE MEAD BLVD., SUITE 530

Total Attachments: 1

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O:MARK BORGHESE COMPANY:7251 W. LAKE MEAD BLVD., SUITE 530

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made between ELIA ROCCO TARANTINO ("Assignor") and American Gaming Systems ("Assignee").

WHEREAS, Assignor is the owner of the PAY IT AGAIN POKER mark in pending application Serial No. 85/072,739 ("Mark");

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

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

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 this Assignee, its successors and assigns all of Assignor's right, title and interest throughout the world, in the following:

- (i) the Mark and any registrations and renewals thereof;
- (ii) the goodwill of that portion of Assignor's business connected with, pertaining to, and symbolized by the Mark; and
- (iii) the ownership of all causes of action for, and claims for damages by reason of infringement of the Mark, 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 and Assignee have caused this Trademark Assignment to be executed by the undersigned duly authorized representatives effective as of the date of Assignor's signature set forth below.

ASSIGNEE:

ASSIGNOR:

American Gaming Systems

By: 
Robert L. Miodunski
President & CEO

By: 
Elia Rocco Tarantino

Dated: 2/11/11

Dated: 2-1-11