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

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.102/28/2011  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		LICENSE	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Gaming Systems		02/01/2011	LIMITED LIABILITY COMPANY: <i>Delaware</i>
RECEIVING PARTY DATA			
Name:	Ella Rocco Tarantino		
Street Address:	P.O. BOX 95733		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89193		
Entity Type:	INDIVIDUAL: <i>U.S.</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85072730	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@weidemiller.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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Total Attachments: 2

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**PATENT AND TRADEMARK LICENSE AGREEMENT*****Exclusive as to internet applications and any non Slot Machine applications***

This Patent and Trademark License Agreement (this "*Patent and Trademark Agreement*") is made and entered into as of February 1, 2011 (the "*Effective Date*"), by and between Ella Rocco Tarantino ("Tarantino") and American Gaming Systems ("AGS").

**ARTICLE 1****Definitions**

1.1 "*Pay it Again Poker Patents*" means U.S. Patent No. 7,740,245; U.S. Patent Application Serial Nos. 11/729,092, 12/317,488, 12/456,615, 12/945,482; Canadian Patent Application Serial No. 2652650; PCT Application Serial No. PCT/US07/09419 and resulting patents, reissues, reexaminations, continuations, divisionals, foreign counterparts thereof, including any continuations-in-part.

1.2 "*Pay it Again Poker Trademark*" means any common law "Pay it Again Poker" trademark owned by AGS or created under license from AGS, as well as the trademark in U.S. Application Serial No. 85/072739.

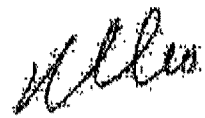
1.3 "*Slot Machine(s)*" means any mechanical, electrical or electro-mechanical device provided by a casino or route operator that upon a wager of value by a person is available to play or operate, the play or operation of which may entitle the person playing or operating the device to receive an award of tangible value, wherein the determination of whether to provide such award is predominately based on chance. For the avoidance of doubt, and by way of example, personal computers, televisions, personal digital assistants (PDA's), and cellular and other mobile telephones are not Slot Machines.

**ARTICLE 2****Tarantino Exclusive License**

2.1 *Grant of Patent License.* AGS hereby grants to Tarantino an exclusive, perpetual, sublicenseable, transferable, royalty-free license to practice the Pay it Again Poker Patents worldwide for (i) internet applications and (ii) any non Slot Machine applications (the "*Tarantino Exclusive License*").

2.2 *Grant of Trademark License.* AGS hereby grants to Tarantino an perpetual, sublicenseable, transferable, royalty-free license to use the Pay it Again Poker Trademarks worldwide for (i) internet applications and (ii) any non Slot Machine applications (the "*Tarantino Trademark License*").

2.3 *Consideration.* AGS and Tarantino acknowledge that the mutual promises and covenants contained in the PATENT AND TRADEMARK ASSIGNMENT, LICENSE BACK, AND SECURITY INTEREST AGREEMENT and its Exhibits ("Technology Purchase Agreement")

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executed concurrently herewith provide sufficient consideration for the Tarantino Exclusive License and the Tarantino Trademark License.

**ARTICLE 3  
General Terms and Conditions**

**3.1 Further Cooperation.** Each party shall cooperate with the other party, at the requesting party's expense, as reasonably requested by a party to assist such party in recording or perfecting any rights granted hereunder, or in connection with any required regulatory filings, including without limitation, in connection with any filing or recording of the licenses granted hereunder with the U.S. Patent and Trademark Office or any corresponding foreign office.

**3.2 Counterparts/Facsimile Signatures.** This Patent and Trademark Agreement may be executed in one or more counterparts and by facsimile or electronic signatures, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Both Tarantino and AGS, by their duly authorized signatures below, agree to this Agreement and all of the terms and conditions herein.

AGS:

Tarantino:

**American Gaming Systems**

By:   
Robert L. Miodunski  
President & CEO

By:   
Elna Rocco Tarantino

Dated: 2/1/11

Dated: 2-1-11