

## 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
All In Production, LLP		06/10/2011	LIMITED LIABILITY LIMITED PARTNERSHIP: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	Federated Heartland, Inc.		
Street Address:	1740 N. Street NW		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3291623	HEARTLAND POKER TOUR	
Serial Number:	85011774	US POKER TOUR	
CORRESPONDENCE DATA			
Fax Number:	7023822101		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7023822101		
Email:	lvpto@bhfs.com		
Correspondent Name:	Erin E. Lewis		
Address Line 1:	100 N. City Parkway, Suite 1600		
Address Line 4:	Las Vegas, NEVADA 89106		
ATTORNEY DOCKET NUMBER:	21140.25		
NAME OF SUBMITTER:	Erin E. Lewis		

Signature:	/Erin E. Lewis/
Date:	08/06/2012
Total Attachments: 4 source=AIP Trademark Assignment#page1.tif source=AIP Trademark Assignment#page2.tif source=AIP Trademark Assignment#page3.tif source=AIP Trademark Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of June 10, 2011 ("Effective Date") by and among Federated Heartland, Inc., a Delaware corporation ("Assignee"), All In Production, LLP, a North Dakota limited liability partnership ("Assignor"), and each of Todd Anderson and Greg Lang (collectively, the "Partners" and individually, a "Partner").

**WHEREAS**, Assignor and Assignee's parent company, Federated Sports & Gaming, Inc., a Delaware corporation ("Buyer"), are parties to that certain Asset Purchase Agreement dated April 28, 2011 (the "Agreement") by and among Buyer, Assignor, and the Partners; and

**WHEREAS**, pursuant to the Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the trademark registrations and applications set forth on the Schedule A attached hereto and all common law rights relating thereto (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably contributes, grants, conveys, assigns, transfers, sets over and delivers to Assignee the entire right, title and interest in and to (a) the Marks, together with all renewals thereof and all goodwill associated therewith, and including, without limitation, all associated trademark rights held by Assignor for the United States and for any foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect; (b) all causes of action; and (c) all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, dilution 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, all free and clear of any liens, security interests and other encumbrances.

Assignor shall, at Assignee's cost, provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request from time to time (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (a) the preparation of any application for renewal of the Marks and of any application for registration of any associated mark, (b) the prosecution or defense of any infringement or other litigation or any cancellation, opposition or other proceedings that may arise in connection with, or otherwise relate to, the Marks (including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment), (c) obtaining any additional protection for the Marks that Assignee may reasonably deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries or multinational authorities, and (d) effectuating, evidencing and recording and implementing this Assignment.

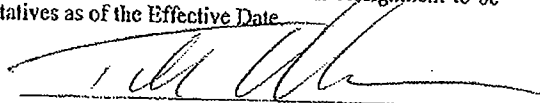
Assignor hereby requests the United States Commissioner of Patents and Trademarks and, if applicable, the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.


THE LAW OF THE STATE OF MINNESOTA SHALL GOVERN ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THIS ASSIGNMENT, AND THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS ASSIGNMENT, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF MINNESOTA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF MINNESOTA.

**[END OF PAGE]**  
**[SIGNATURE PAGE FOLLOWS]**

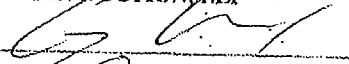
SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

  
Todd Anderson, individually

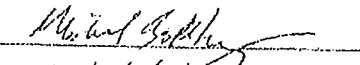
  
Greg Lang, individually

ALL IN PRODUCTION, LLP

By:   
Name: Greg Lang  
Title: partner

Acknowledged by:

FEDERATED HEARTLAND, INC.

By:   
Name: Michael Bradford  
Title: \_\_\_\_\_

**SCHEDULE A TO  
TRADEMARK ASSIGNMENT**

<b>Mark</b>	<b>Status</b>	<b>App./Reg. No.</b>	<b>App./Reg. Date</b>	<b>Record Owner</b>
HEARTLAND POKER TOUR	Registered	3,291,623	September 11, 2007	All In Production, LLP
US POKER TOUR	Application	85011774	April 12, 2010	All In Production, LLP