900250135 03/21/2013

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
Boyd Gaming Corporation		09/04/2012	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	PartyGaming IA Limited	
Street Address:	Clarendon House, 2 Church Street	
City:	Hamilton	
State/Country:	BERMUDA	
Postal Code:	HM 11	
Entity Type:	CORPORATION: BERMUDA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2127100	PARTY POKER

CORRESPONDENCE DATA

Fax Number: 6123329081

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 612-332-5300

Email: slindemeier@merchantgould.com

Correspondent Name: Merchant & Gould P.C.

Address Line 1: P.O. Box 2910

Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER: 13367.17US01

DOMESTIC REPRESENTATIVE

Name: Merchant & Gould P.C.

Address Line 1: P.O. Box 2910

Address Line 4: Minneapolis, MINNESOTA 55402-0910

TRADEMARK

REEL: 004987 FRAME: 0508

OP \$40.00 2127100

NAME OF SUBMITTER:	Scott W. Johnston
Signature:	/SWJ/
Date:	03/21/2013
Total Attachments: 4 source=2012 09 04 Assignment of US 2127100 from Boyd Gaming to PartyGaming#page1.tif source=2012 09 04 Assignment of US 2127100 from Boyd Gaming to PartyGaming#page2.tif source=2012 09 04 Assignment of US 2127100 from Boyd Gaming to PartyGaming#page3.tif source=2012 09 04 Assignment of US 2127100 from Boyd Gaming to PartyGaming#page4.tif	

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of September 4, 2012 (the "Effective Date"), by and between Boyd Gaming Corporation, a Nevada corporation (the "Assignor") and PartyGaming IA Limited, a company incorporated in Bermuda (the "Assignee"). Each is a "Party" and together they are the "Parties."

WHEREAS, the Assignor is the owner of the trademark and related US trademark registration listed in the attached Exhibit A (the "Trademark"); and

WHEREAS, the Assignor wishes to assign and the Assignee wishes to take the assignment of the Trademark subject to the terms of this Assignment.

NOW THEREFORE, in consideration of the sum of Ten Dollars (10 USD) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ASSIGNMENT.

- 1.1 Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademark, and the goodwill of the business symbolized by the Trademark.
- 1.2 The Assignor assigns all rights of action arising or accrued relating to the Trademark including, without limitation, the right to initiate proceedings for infringement of the Trademark or for passing off or for otherwise infringing the rights of the Assignor in the Trademark and to seek and recover damages and all other remedies for all past infringement.
- 1.3 The Assignee shall bear the cost of recording this assignment at the United States Patent and Trademark Office and shall, from the Effective Date, hereafter bear the cost of maintaining registration of the Trademark.

2. WARRANTIES. The Assignor represents and warrants that:

- 2.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trademark;
- all application, registration, renewal and other fees in respect of the Trademark have been paid and no further fees are due within six months after the Effective Date;
- 2.3 it has not given any third party permission to use the Trademark or otherwise licensed or assigned any of the rights under the Trademark;
 - 2.4 the Trademark is free from any security interest, option, mortgage, charge or lien;
- 2.5 to its knowledge without investigation, it has not acquiesced in the unauthorized use of the Trademark;

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- 2.6 to its knowledge without investigation, the Trademark is valid and subsisting and is not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender;
 - 2.7 it is unaware of any infringement or likely infringement of the Trademark;
- 2.8 no claim has been made by a third party that disputes the right of the Assignor to use the Trademark, and to its knowledge without investigation it is unaware of any circumstances likely to give rise to a claim; and
- 2.9 so far as it is aware, exploitation of the Trademark will not infringe the rights of any third party.
- 3. FURTHER ASSURANCE. The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee reasonably requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment.
- 4. COUNTERPARTS. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Each Party agrees to accept the facsimile (or other electronic) signature of the other Party and to be bound by its own facsimile (or other electronic) signature.
- 5. GOVERNING LAW AND JURISDICTION. The laws of the state of New York, exclusive of any conflicts of law principles that could require the application of any other law, shall govern this Assignment for all purposes, including the resolution of all disputes between the Parties. A Party may only institute proceedings under this Assignment in the United States District Court for the Southern District of New York located in Manhattan, New York, or in the Supreme Court in Manhattan, New York.

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This Assignment has been executed by the parties' undersigned authorized representatives as of the Effective Date.

BOYD GAMING CORPORATION

By: Rolling	anna.
Name: Robert Boughace	
lis: Bup	
STATE OF NEVADA)	
COUNTY OF CLARK)	January 16 miles
This instrument was acknowledged before	e me on January 16, 2013, by of Boyd Gaming
Corporation.	
(Scal, if any)	(Signature of Notarial Officer)

PARTYGAMING IA LIMITED

Bv:	The same		
Name:	J AJ CRAIG		
lis:	BIRECIBR		

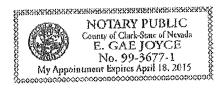


EXHIBIT A

Trademark

PARTY POKER US Trademark Registration No. 2,127,100 for casino services in the nature of providing gaming machines for customer play in class 41

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