

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Williams Interactive LLC		05/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bally Gaming, Inc.		
Street Address:	6650 S El Camino Road		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89118		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86063112	CORAL GARDEN	
Serial Number:	86012633	CRIME PAYS	
Serial Number:	86082601	NEMO'S VOYAGE	
Serial Number:	86082597	UP THE BEANSTALK	
Serial Number:	86082593	WEALTH OF THE DRAGON	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(702) 532-5847		
Email:	cynthia.smith@scientificgames.com		
Correspondent Name:	Cynthia Smith		
Address Line 1:	6650 S El Camino Road		
Address Line 2:	Legal Department		
Address Line 4:	Las Vegas, NEVADA 89118		
ATTORNEY DOCKET NUMBER:	Assgn Williams Interactiv		
NAME OF SUBMITTER:	Cynthia L. Smith		
SIGNATURE:	/Cynthia L. Smith/		
DATE SIGNED:	05/26/2017		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS
AND
POWER OF ATTORNEY

WHEREAS, Williams Interactive LLC., a Delaware corporation with an address at 3401 No. California, Chicago, Illinois 60618 USA ("Assignor"), has agreed to assign all of its right, title and interest in and to all of its trademarks, together with the goodwill associated therewith, including but not limited to the applications and registrations set forth on Attachment 1 hereto and all common law rights associated with such marks (the "Marks"), to Bally Gaming, Inc., a Nevada corporation, with an address at 6650 S. El Camino Road, Las Vegas, NV 89118 USA ("Assignee"), effective on May 10, 2017; and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby conveys, transfers, assigns, delivers and contributes to Assignee all of Assignor's right, title and interest of whatever kind in and to the Marks, and each of them, together with the goodwill of the business associated therewith, and all rights to sue for past infringement of the Marks, and each of them.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks, and each of them.

Assignor consents to Assignee's use, registration and any attempts to register the Marks, and each of them, worldwide and hereby provides its specific consent as may be required by the U.S. Patent and Trademark Office as well as the Patent and Trademark Offices or comparable offices or authorities of other jurisdictions worldwide for Assignee to file and maintain one or more trademark applications which comprise or include the Marks, or any of them or any portion thereof, and variations thereof, whether in word, stylized or other form. Assignor agrees to execute and deliver any and all additional documents that Assignee or its counsel may reasonably request to effectuate the purposes of this Assignment, including without limitation registration of the Marks or any of them worldwide. Assignor shall not, directly or indirectly, take or authorize any action to contest the ownership or use of any of the Marks by Assignee.

Assignor further hereby revokes all previous powers of attorney related to the Marks, and each of them, and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor's behalf, any documents necessary or required by the United States Patent and Trademark Office as well as the Patent and Trademark Offices or comparable offices or authorities of other jurisdictions worldwide in connection with the Marks, and each of them.

This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflicts of laws principles.

This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademark and Power of Attorney on May 17, 2017.

ASSIGNOR

Williams Interactive LLC.

By: *Michael Quartieri*
Michael Quartieri, Treasurer and Secretary

ASSIGNEE

Bally Gaming, Inc.

By: *Michael Quartieri*
Michael Quartieri, Chief Financial Officer

Attachment 1

	Application No.	Registration No.	Mark
1	86063112	4813447	CORAL GARDEN
2	86012633	4813397	CRIME PAYS
3	86082601	4809169	NEMO'S VOYAGE
4	86082597	4809168	UP THE BEANSTALK
5	86082593	4809167	WEALTH OF THE DRAGON