

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGS LLC		03/22/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Aristocrat Technologies Australia Pty Ltd.		
Street Address:	BUILDING A, PINNACLE OFFICE PARK		
Internal Address:	85 EPPING ROAD		
City:	NORTH RYDE, NSW		
State/Country:	AUSTRALIA		
Postal Code:	2113		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76358324	BUFFALO BUCKS	
Serial Number:	87142064	BUFFALO BUCKS 10X PAY	
CORRESPONDENCE DATA			
Fax Number:	7022701236		
<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:	702 270 1257		
Email:	ATUS.USPTO.MAIL@ARISTOCRAT.COM		
Correspondent Name:	Linda Marie Norcross		
Address Line 1:	10220 Aristocrat Way		
Address Line 4:	Las Vegas, NEVADA 89135		
NAME OF SUBMITTER:	Linda Marie Norcross		
SIGNATURE:	/Linda Marie Norcross/		
DATE SIGNED:	04/09/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of March 23, 2019, is made by AGS LLC, a Delaware limited liability company with a place of business at 5475 South Decatur Boulevard, Suite 100, Las Vegas, Nevada 89118 ("Assignor"), in favor of Aristocrat Technologies Australia Pty Ltd. ("Assignee"), an Australian corporation, located at Building A, Pinnacle Office Park, 85 Epping Road, North Ryde, New South Wales, Australia 2113.

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Settlement Agreement between Aristocrat Technologies, Inc., a Nevada corporation with a place of business at 7230 Amigo Street, Las Vegas, Nevada 89119, Aristocrat Technologies Australia Pty Ltd., an Australian corporation with a place of business at Building A, Pinnacle Office Park, 85 Epping Road, North Ryde, New South Wales, Australia 2113, and Aristocrat International Pty Ltd., an Australian corporation with a place of business at Building A, Pinnacle Office Park, 85 Epping Road, North Ryde, New South Wales, Australia 2113, on the one hand, and Assignor and PlayAGS, Inc., a Nevada corporation with a place of business at South Decatur Boulevard #100, Las Vegas, Nevada 89118, on the other hand, dated as of August 21, 2018 (the "Settlement Agreement");

WHEREAS, under the terms of the Settlement Agreement, Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property assets of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following: (a) the trademarks and trademark registrations set forth on Schedule 1 hereto, all common law and statutory rights therein and thereto, all registrations and applications therefor and all renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks (collectively, the "Assigned Trademarks"); (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action, whether at law or in equity, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this

Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, record or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Settlement Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Settlement Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Settlement Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

AGS LLC
By: [Signature]
Name: Victor J. Gallo
Title: General Counsel, Compliance Officer & Secretary
Address for Notices: 5475 S. Decatur Blvd, Ste 100, Las Vegas, NV 89118;
legal@playags.com

{ACKNOWLEDGMENT

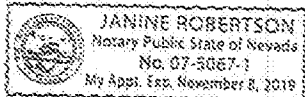
STATE OF NEVADA

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)SS.

COUNTY OF CLARK

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On the 22nd [ORDINAL NUMBER] day of March [MONTH], 2019 [YEAR], before me personally appeared Victor J. Gallo [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his [his/her] authorized capacity as the General Counsel, Compliance Officer & Secretary of AGS LLC [ASSIGNOR], the Delaware limited liability company described [TYPE OF ENTITY] described, and acknowledged the instrument to be his [[his/her] free act and deed/the free act and deed of AGS LLC [ASSIGNOR]] for the uses and purposes mentioned in the instrument.




[Signature]
Notary Public
Printed Name: JANINE ROBERTSON

My Commission Expires: [DATE] 11/8/2019

AGREED TO AND ACCEPTED:

Aristocrat Technologies Australia Pty Ltd.
By: [Signature]
Name: JULIE CAMERON-BOE
Title: CHIEF FINANCIAL OFFICER
Address for Notices:
Aristocrat Technologies, Inc.
10220 Aristocrat Way
Las Vegas, NV 89155
Attn: Mark Quinn
attn.uspto.mail@aristocrat.com

SCHEDULE 1
Assigned Trademarks

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
BUFFALO BUCKS	USA	76358324	January 7, 2002	2,765,289	September 16, 2003
	USA	87142064	August 17, 2016	5,137,682	February 07, 2017

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