

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM626285

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900589361

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SED, Inc. of South Carolina	FORMERLY Select Electronic Devices, Inc.	11/15/2019	Corporation: SOUTH CAROLINA
Breeze Gaming, LLC		11/15/2019	Limited Liability Company: GEORGIA
Fox Gaming, LLC		11/15/2019	Limited Liability Company: SOUTH CAROLINA
SED Gaming, LLC		11/15/2019	Limited Liability Company: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Innovative Gaming, LLC
Street Address:	1770 Breckinridge Parkway
Internal Address:	Suite 400
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30096
Entity Type:	Limited Liability Company: NEW JERSEY

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2312200	SHAMROCK 7'S
Registration Number:	2336461	SPINBALL BONUS
Registration Number:	2142591	SUPERGOLD BINGO
Registration Number:	2199401	SUPERBALL KENO
Registration Number:	2142590	TOUCH 6 LOTTO
Registration Number:	2142589	SUPERPICK LOTTO
Registration Number:	2199400	TOUCHEASY KENO
Registration Number:	2071747	SUPERBALL KENO
Registration Number:	2071746	TOUCHEASY KENO
Registration Number:	3392712	BU\$H BUCK\$
Registration Number:	5784522	POT O' GOLD

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 404-352-3993
Email: kelly@wellbornlaw.com
Correspondent Name: Kelly O. Wallace
Address Line 1: 1218 Menlo Dr. Suite E
Address Line 4: Atlanta, GEORGIA 30318

NAME OF SUBMITTER:	Kelly O. Wallace
SIGNATURE:	/Kelly O. Wallace/
DATE SIGNED:	02/15/2021

Total Attachments: 152

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of **November 15, 2019** (the "**Effective Date**") is entered into by and among:

1. Innovative Gaming, LLC, a limited liability company organized and existing under the laws of the State of New Jersey ("**Buyer**"),
2. Chris Gardner, a resident of the State of South Carolina and sole heir to the estate of Jack Gardner, for himself and for any and all other entities not identified as a Seller (as defined herein) but that relate to or involve the Business (as defined herein) and are owned or controlled by Chris Gardner (collectively the "**Owner**"), and
3. the following entities that are each a "**Seller**" and collectively the "**Sellers**":
 1. SED, Inc. of South Carolina, a corporation organized and existing under the laws of the State of South Carolina that is registered to do business in Georgia using that same name ("SED, Inc. of South Carolina") and that does (or has done) business sometimes in South Carolina, Georgia, California, North Carolina, Oklahoma and other states and countries as, and sometimes uses (used) the d/b/a of, "SED, Inc." or S.E.D., Inc.", "SED," "S.E.D.," "Select Electronic Devices, Inc.," "Mega Media, Inc.," and/or "Amusement Group, Inc.".
 2. SED Gaming, LLC, a limited liability company organized and existing under the laws of the State of South Carolina that is registered to do business in Georgia as SED Gaming, LLC (SC) ("SED Gaming") and that does (or has done) business sometimes in South Carolina, Georgia, California, North Carolina, Oklahoma and other states and countries as, and sometimes uses (used) the d/b/a of, "SED Gaming" or SED Games", "SED," "Bingo Games, Inc.," "Bingo Games," "Bingo," "Elite Gaming, Ltd.," "Elite Gaming, Inc.," "Elite Gaming," "Elite," "Pot O Gold T&C, Ltd.," "Pot O Gold T&C," "Pot O Gold," "Vision Gaming & Technology, Inc.," "Vision Gaming & Technology," "Vision Gaming," "Vision BWI, Ltd.," "Vision BWI," and/or "Vision";
 3. Breeze Gaming, LLC, a limited liability company organized and existing under the laws of the State of Georgia that is registered to do business in Georgia using that same name ("Breeze Gaming") and that does (or has done) business sometimes in South Carolina, Georgia, Alabama and/or other states and countries as, and sometimes uses (used) the d/b/a of, "Breezing Gaming," "Breeze Games," and/or "Breeze"; and
 4. Fox Gaming, LLC, a limited liability company organized and existing under the laws of the State of South Carolina that is registered to do business in South Carolina using the same name ("Fox Gaming") and that does (or has done) business sometimes in South Carolina, Georgia, Alabama and other states and countries as, and sometimes uses (used) the d/b/a of, "Fox Gaming," "Fox Games," and/or "Fox".

Sellers together with Owner and Buyer are referred to herein collectively as the "**Parties**," and each, individually as a "**Party**".

RECITALS

WHEREAS Sellers conduct and operate businesses dealing in the creation, development, manufacture, licensing, leasing, sale and/or servicing of Class II, Class III and other video gaming software, hardware, services and related technology (hereinafter referred to as the "**Business**");

WHEREAS, Sellers wish to sell and assign to Buyer, and Buyer wishes to purchase from Seller, all right, title and interest to the Purchased Assets (as defined herein) along with all other assets owned, licensed or used by the Business, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Sellers and Owner shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all right, title and interest in the assets set forth on Section 1.01 of the disclosure schedules ("**Disclosure Schedules**") attached hereto (the "**Purchased Assets**"), free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**").

Section 1.02 Assumed/Excluded Liabilities. Subject to the terms and conditions set forth in this Agreement and successful performance to the reasonable satisfaction of Buyer of the obligations applicable to Sellers and Owner per the terms of this Agreement, Buyer shall assume and agrees to pay, perform and discharge only those liabilities and obligations expressly set forth on Section 1.02 of the Disclosure Schedules that arise after the Closing (as defined herein) and involve the Purchased Assets, but in any case only to the extent that such liabilities and obligations do not relate to any breach, default or violation by any of the Sellers on or prior to the Closing (collectively, the "**Assumed Liabilities**"). Other than the Assumed Liabilities, Buyer shall not assume any liabilities or obligations of Sellers or Owner of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

Section 1.03 Assumption of Listed Debt. Subject to the terms and conditions set forth in this Agreement and successful performance to the reasonable satisfaction of Buyer of the obligations applicable to Sellers and Owner per the terms of this Agreement, Buyer shall assume and agrees to pay, perform and discharge only those certain debts owed by Sellers to certain

third-parties as are expressly set forth on Section 1.03 of the Disclosure Schedules (the “**Assumed Debts**”). Other than the Assumed Debt, Buyer shall not assume any debt, payable or other amount owing by Sellers or Owner of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

Section 1.04 Assumption of Lease. Subject to: (i) the terms and conditions set forth in this Agreement, (ii) successful performance to the reasonable satisfaction of Buyer of the obligations applicable to Sellers and Owner per the terms of this Agreement, (iii) written approval of the applicable landlord and owner being received, Sellers shall assign and transfer to Buyer all of its rights and interests per lease agreement involving the real property expressly set forth on Section 1.04 of the Disclosure Schedules (the “**Assumed Lease**”), with Buyer to then assume and agree to pay, perform and discharge the liabilities and obligations of Sellers per such Assumed Lease that arise after the Closing (as defined herein), but only to the extent that such liabilities and obligations do not relate to or involve any breach, default or violation by Sellers or Owner on or prior to the Closing. Other than the Assumed Lease, Buyer shall not assume any lease agreement, rental agreement or other like contract, arrangement or obligation involving any real property involving, or occupied or used by, Sellers or Owner of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

Section 1.05 Purchase Price. The aggregate purchase price for the Purchased Assets shall be the sum of [REDACTED] (the “**Purchase Price**”), plus the assumption of the Assumed Liabilities and forgiveness of the Assumed Debts. The Buyer shall pay the Purchase Price to a Seller at the Closing (as defined herein) by check, cash or account transfer.

Section 1.06 Allocation of Purchase Price. Sellers, Owner and Buyer agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) in accordance with the determinations made by Buyer following consultation with its accountants and other professional advisors. Buyer, Owner and Sellers shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

Section 1.07 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any applicable tax law. All such withheld amounts shall be treated as delivered to Sellers hereunder.

ARTICLE II CLOSING

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place on the such date that is the second (2nd) business day following all of the conditions to Closing set forth on Section 2.01 of the Disclosure Schedules (the “**Closing Conditions**”) being fully meet to the satisfaction of Buyer, or being expressly waived (in whole or in part) in a separate writing executed by Buyer, with such date of the Closing (the “**Closing Date**”) and is to occur at the offices of Buyer’s legal counsel or such other location as

designated by Buyer. The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. on the Closing Date. Sellers shall bear all risk of casualty loss or damage to the Purchased Assets until and through the Closing Date.

Section 2.02 Deliverables.

(a) Sellers shall deliver to Buyer, in form and substance reasonably satisfactory to Buyer, the following:

(i) a version of this Agreement duly executed by an authorized officer of each of the Sellers, which is to be delivered to Buyer on the Effective Date of this Agreement;

(ii) a bill of sale in the form of Exhibit A hereto (the "**Bill of Sale**") and duly executed by Sellers, transferring the Purchased Assets to Buyer, which is to be delivered to Buyer with the Sellers executed version of this Agreement;

(iii) an assignment and assumption agreement in the form of Exhibit B hereto (the "**Assignment and Assumption Agreement**") and duly executed by Sellers, effecting the assignment to and assumption by Buyer of the Assumed Liabilities and Assumed Debts, which is to be delivered to Buyer with the Sellers executed version of this Agreement;

(iv) an assignment and assumption of Assumed Lease (or consent to the same) in form and substance satisfactory to Buyer and landlord for each applicable Business Premises (each being an "**Assignment and Assumption of Assumed Lease**") and duly executed by Seller, which is to be delivered to Buyer on or before the Closing Date;

(v) all consents, approvals, waivers and authorizations required by the Closing Conditions or to make truthful the representations of Section 3.02 of this Agreement, which are to be delivered to Buyer on or before the Closing Date;

(vi) a certificate pursuant to Treasury Regulations Section 1.1445-2(b) that neither Sellers nor Owner are a foreign person within the meaning of Section 1445 of the Internal Revenue Code duly executed by Seller, which is to be delivered to Buyer with the Sellers executed version of this Agreement;

(vii) a certificate of an authorized officer of Seller, which is to be delivered to Buyer with the Sellers executed version of this Agreement, certifying as to (A) the resolutions of the members and managers or the shareholders and board of directors of each of the Sellers, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (B) the names and signatures of the officers of each of the Sellers authorized to sign this Agreement and the documents to be delivered hereunder;

(viii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) Buyer shall deliver to Sellers the following:

(i) a version of this Agreement duly executed by an authorized officer of Buyer, which is to be delivered on the Effective Date of this Agreement;

(ii) the Purchase Price;

(iii) the Assignment and Assumption Agreement duly executed by Buyer, which is to be delivered on or before the Closing Date;

(iv) the Assignment and Assumption of the Assumed Lease duly executed by Buyer, which is to be delivered on or before the Closing Date; and

(v) a certificate of the Manager or an authorized officer of Buyer certifying as to: (A) the resolutions of the managers of Buyer, duly adopted and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the documents to be delivered hereunder, which is to be delivered with the Buyers executed version of this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Sellers each represent and warrant to Buyer that the statements contained in this **ARTICLE III** are true and correct as of the date hereof and the Closing Date, with Owner also representing and warranting to Buyer as of such dates with regard to himself those provisions in this **ARTICLE III** that expressly reference Owner.

Section 3.01 Organization and Authority of Seller; Enforceability. Each Seller is a corporation or limited liability company, in each case as expressly stated where such entity is first identified in this Agreement that is duly organized, validly existing and in good standing under the laws of the state where such entity is first identified in this Agreement. Each Seller has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Sellers and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of each Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by each Seller, and this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Sellers, enforceable against each Seller in accordance with their respective terms.

Section 3.02 No Conflicts; Consents. The execution, delivery and performance by Sellers of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of any Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to any Seller or the Purchased Assets; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which any of the Sellers is a party or to which any of the Purchased Assets, Assumed Liabilities, Assumed Debts or Assumed Lease are subject; or (d) result in the creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver or authorization is required to be obtained by any of the Sellers from any person or entity (including any governmental authority) in connection with the execution, delivery and performance of this Agreement by Sellers and the consummation of the transactions contemplated hereby. The execution, delivery and performance by Owner of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Owner; or (b) result in the creation or imposition of any Encumbrance on the Purchased Assets. No consent, approval, waiver or authorization is required to be obtained by Owner from any person or entity (including any governmental authority) in connection with the execution, delivery and performance of this Agreement by Owner and the consummation of the transactions contemplated hereby.

Section 3.03 Title to Purchased Assets. Sellers (or where applicable Owner) own and have good title to the Purchased Assets, free and clear of Encumbrances. Furthermore, since the death of Jack W. Gardner, the Sellers have not, and the Owner has not, assigned, transferred, conveyed, disposed of or sold any of assets material to the Business of Sellers, including (without limitation) its gaming devices, equipment, software, systems, contracts or licenses.

Section 3.04 Real Property. Sellers own no real property, and no real property other than the Business Premises as described and/or listed in Section 1.01(a) of the Disclosure Schedule is leased or otherwise used in connection with the Business.

Section 3.05 Taxes. Sellers have (A) timely filed all returns, schedules, and declarations (including any withholding and information returns), or has timely filed appropriate requests for extensions thereof, required to be filed on or before the Closing Date by any jurisdiction to which Sellers are or has been subject with respect to any Taxes (as defined below), all of which returns, schedules, and declarations are to be true, complete, accurate, and correct in all material respects, (B) paid in full all Taxes due and payable (or claimed to be due and payable by any federal, state, local, or foreign Taxing authority) on or before the Closing Date, including all Taxes on the Purchased Assets, or has timely filed appropriate requests for extensions thereof, (C) paid or finally settled all Tax deficiencies asserted or assessed against any Seller, and (D) made timely payments to the proper governmental authorities of the Taxes required to be deducted and withheld from the wages paid to its employees as of the Closing Date. As used in this Agreement, "**Taxes**" (and all derivations thereof) means all federal, state,

local ,and foreign income, sales, use, property, payroll, and other taxes imposed by any governmental authority with respect to the Sellers or the ownership, operation, transfer, or use of the Purchased Assets, or in any other way relating to the Purchased Assets.

Section 3.06 Intellectual Property.

(a) **"Intellectual Property"** means any and all of the following in any jurisdiction throughout the world: (i) tradenames, logos, trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations and Internet and World Wide Web URLs or addresses; (vi) mask works, mask work registrations and applications therefor; (vii) all moral and economic rights of authors and inventors, however denominated; and (viii) all other intellectual property and similar, equivalent or related proprietary rights, interests, continuations, continuations-in-part, divisions, renewals, extensions, provisionals, derivative works and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

(b) To the knowledge of the Sellers, Section 1.01(b) of the Disclosure Schedules describes and/or lists all Intellectual Property included in the Purchased Assets ("**Purchased IP**"), including the jurisdictions in which and the date of which each such item of Intellectual Property has been issued or registered or in which any application for such issuance and registration has been filed or in which any other filing or recordation has been made. Sellers own or have adequate, valid and enforceable rights to use all the Purchased IP, free and clear of all Encumbrances. Sellers are not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP, or restricting the licensing thereof to any person or entity. With respect to the registered Intellectual Property listed on Section 1.01(b) of the Disclosure Schedules: (i) all such Intellectual Property is valid, subsisting and in full force and effect and (ii) Sellers have paid all maintenance fees and made all filings required to maintain Seller's ownership thereof.

(c) Seller's prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity and there are no claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. To the knowledge of the Sellers, no person or entity is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and neither any of the Sellers nor any of the affiliates of Sellers are making or asserting any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

Section 3.07 Contracts. Section 1.01(f) of the Disclosure Schedules identifies each and every material Contract, agreement and arrangement of Sellers. Each Contract is valid and

binding on the applicable Seller appearing as a party to such Contract in accordance with its terms and is in full force and effect. None of Sellers or, to the knowledge of Sellers, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Contract. No event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Contract have been made available to Buyer. There are no disputes pending or threatened under any Contract.

Section 3.08 Permits. Section 1.01(e) of the Disclosure Schedules identifies each and every material Permit of Sellers or Owner applicable to the Business. Each and every Permit is valid and in full force and effect, and all fees and charges with respect to such Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit.

Section 3.09 Non-foreign Status. None of the Sellers are, and the Owner is not, a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

Section 3.10 Compliance. Sellers have complied, and are now complying, with all applicable federal, state, local, tribal and gaming laws and regulations applicable to ownership and use of the Purchased Assets and Business. Owner has complied, and is now complying, with all federal, state, local, tribal and gaming laws and regulations applicable to his ownership of, and role with, the Sellers and Business.

Section 3.11 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation ("**Action**") of any nature pending or, to the knowledge of Sellers and Owner, threatened against or by Owner or any of the Sellers: (a) relating to or affecting the Purchased Assets, Assumed Liabilities, Assumed Debts or Assumed Lease; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.12 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by, with or on behalf of Owner or any of the Sellers.

Section 3.13 Environmental. Sellers have not been and are not: (i) subject to and have not incurred any environmental hazards, risks, or liabilities, or received any communication or been given any notice that they are not in compliance with any applicable environmental laws or regulations, or (ii) in violation of any federal, state, or local statutes, regulations, laws, or orders pertaining to environmental matters, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as supplemented and amended, 42 U.S.C. § 9610 et seq.; the Resource Conservations and Recovery Innovative Gaming and SED Entities

Act ("RCRA"), 42 U.S.C. § 6901, et. seq.; the Federal Clean Air Act, 42 U.S.C. § 7401 et. seq.; the Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. § 1251 et. seq.; Federal Hazardous Materials Transportation Act, 48 U.S.C. § 1801 et. seq.; Federal Toxic Substances Control Act, 15 U.S.C. § 2601 et. seq.; and the Federal Safe Drinking Water Act, 42 U.S.C. § 300f et. seq. To knowledge of Sellers, no Hazardous Substances (which for this section shall mean and include any hazardous or toxic substances, pollutants, contaminants, materials, or wastes, including but not limited to those substances, pollutants, contaminants, materials and wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances pursuant to 40 CFR Part 302, or such applicable state or local environmental law, including without limitation, CERCLA, ECRA, RCRA, toxic substances as defined under the Toxic Substance Control Act, 15 U.S.C. § 2601, et. seq.; or any of the following: hydrocarbons, petroleum and petroleum products, asbestos, polychlorinated biphenyls, formaldehyde, radioactive substances, flammables, and explosives) have been disposed of or released or discharged from or onto (including groundwater contamination) any Purchased Asset, Business Premises or any other place where a business has been operated or services have been provided by a Seller in violation of any environmental statute, regulation, or ordinance. To the knowledge of Sellers, Sellers have not allowed any Hazardous Substances to be discharged, possessed, managed, processed, or otherwise handled in a manner which in violation of applicable law, and Sellers have complied and are compliant with all environmental laws applicable to the Purchased Assets.

Section 3.14 Full Disclosure. No representation or warranty by Owner regarding himself or any of the Sellers, as applicable, in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Sellers that the statements contained in this **ARTICLE IV** are true and correct as of the date hereof and the Closing Date.

Section 4.01 Organization and Authority of Buyer; Enforceability. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of New Jersey. Buyer has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and

binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer.

Section 4.03 Legal Proceedings. There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 4.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

ARTICLE V COVENANTS

Section 5.01 Public Announcements. Unless otherwise required by applicable law, neither Sellers nor Owner shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

Section 5.02 Confidentiality. All confidential information and trade secrets which will have been furnished or disclosed by Buyer or which will have been identified or treated as such by Sellers in the ordinary course of business at any point during the two (2) years leading up to the Closing will be held in confidence by the Parties through Closing, and by the Sellers and Owner after Closing, and will not be disclosed to any person other than the Party's respective employees, directors, legal counsel, accountants, or financial advisors who have a need to know such information to assist with the negotiation and performance of the Agreement and who are obligated to otherwise keep such information confidential. Notwithstanding the foregoing, either Party may disclose such information, whether confidential or not, that is required by a government entity, regulator, tribal counsel, or contracting party whose consent or approval is required as a part of the Closing Conditions or who otherwise has a need to know so as to not adversely affect the value of the Purchased Assets to Buyer. After Closing, Buyer shall solely determine what information is confidential or trade secret and control the decision disclose or not disclose such items.

Section 5.03 Tax Filings. Each Party shall, at its own expense, timely file with the applicable authorities any tax or other like document with respect to taxes or fees applicable to the subject matter of this Agreement and shall timely cooperate with the other Parties with respect to sharing information in its position that is necessary for the filing.

Section 5.04 Further Assurances. Following the Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

Section 5.05 Books and Records. Sellers shall have a right to retain a copy of its books, stock books, and other corporate records. All other records and books of account of every kind and nature will be delivered to, and become the property of, Buyer with the Purchased Assets. Each Party will provided the other Party with reasonable access to, and the right to make copies of, all books, records and documents referred to in this Agreement that are in the possession of the other Party.

ARTICLE VI INDEMNIFICATION

Section 6.01 Survival. Unless otherwise set forth herein, all representations and warranties, covenants and agreements of the Parties contained in or made pursuant to this Agreement or in any certificate furnished pursuant to hereto shall survive the Closing Date and shall remain in full force and effect to the following extent: (i) representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect for a period of two (2) years after the Closing Date (except for the representations and warranties set forth in 3.01, 3.02., and 4.01, which shall survive indefinitely); and (ii) the following covenants and agreements shall remain in full force and effect until fully discharged: this Article VI (which relates to indemnification) and Article VII (which relates to miscellaneous matters); provided, however, that, in all cases, any representation, warranty, covenant, or agreement that is the subject of a claim which is asserted by the Party seeking indemnification hereunder in a reasonably detailed writing delivered to the other Party prior to the expiration of the applicable survival period shall survive with respect to such claim or dispute until the final resolution thereof. No claim for indemnification may be made pursuant to this Article VI after the expiration of the applicable survival period set forth in this Section 6.01

Section 6.02 Indemnification By Sellers. Sellers shall jointly and severally defend, indemnify and hold harmless Buyer, its affiliates and their respective stockholders, directors, officers, employees and representatives from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including reasonable attorneys' fees and disbursements (collectively, "**Damages**") incurred by such Party that arise from or relate to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Sellers or Owner (regarding himself) contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Sellers or Owner (regarding himself) pursuant to this Agreement or any document to be delivered hereunder; or

(c) any Liability with regard to: (i) the Assumed Liability, Purchased Assets, Assumed Debt, or Assumed Lease that arose from acts or omissions that occurred prior to or as a result of the Closing, (ii) any fraud, gross negligence, unlawful acts, or other like act or omission of Sellers or the Owner.

Section 6.03 Indemnification By Buyer. Buyer shall defend, indemnify and hold harmless Owner, Sellers, its affiliates and their respective stockholders, directors, officers, employees and representatives from and against all Damages incurred by such Party that arise from or relate to:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or any document to be delivered hereunder;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or any document to be delivered hereunder; or

(c) any Liability with regard to: (i) the Assumed Liability, Purchased Assets, or Assumed Lease that arises from the acts or omissions of Buyer that occurs after the Closing, (ii) any fraud, gross negligence, unlawful act, or other like act or omission of Buyer.

Section 6.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 6.05 Tax Treatment of Indemnification Payments. All indemnification payments made by Sellers under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 6.06 Effect of Investigation. Buyer's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of Sellers and Owner (regarding himself) contained herein will not be affected by any investigation conducted by Buyer with respect to, or any knowledge acquired by Buyer at any time, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

Section 6.07 Cumulative Remedies. The rights and remedies provided in this **ARTICLE VI** are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

ARTICLE VII MISCELLANEOUS

Section 7.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including (without limitation) all taxes applicable to a Party, shall be paid by the Party incurring (or responsible by law) for such costs and expenses. Buyer's costs will include fees for the filing or recording of instruments of transfer. If any legal action or arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

Section 7.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 7.02):

If to Sellers or Owner:

Chris Gardner

E-mail: [REDACTED]@gmail.com

with a copy to:

Wellborn & Wallace, LLC
1218 Menlo Drive NW, Suite E
Atlanta, GA 30318
E-mail: kelly@wellbornlaw.com
Attention: Kelly Wallace

If to Buyer:

Innovative Gaming, LLC
25 Laird Rd.
Middletown, NJ 07748
E-mail: jcs926@aol.com
Attention: Joe Sparacino, Manager

with a copy to:

Taylor English Duma, LLP
1600, Parkwood Circle, NE, Suite 200
Atlanta, GA 30339
E-mail: sduma@taylorenghish.com
Attention: Scott L. Duma

Section 7.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction and such provision shall be modified to the minimum extent necessary to make it valid and enforceable.

Section 7.05 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the documents to be delivered hereunder, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 7.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Sellers and Owner may not assign its rights or obligations hereunder without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the Sellers or Owner of any of its obligations hereunder.

Section 7.07 No Third-party Beneficiaries. Except as provided in ~~ARTICLE VI~~, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any

other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.08 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

Section 7.09 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 7.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule, whether of the State of Georgia or any other jurisdiction.

Section 7.11 Dispute Resolution and Arbitration. With respect to any dispute arising from or relating to this Agreement or its subject matter of this Agreement, the Parties, before filing for arbitration or otherwise taking any legal action, shall first seek resolution of the demand or assertion through mediation, with a mediator mutually agreed upon, to be completed within thirty (30) days of said demand or assertion.

All disputes not resolved by the Parties or through mediation per this Agreement shall be settled by arbitration in Atlanta, Georgia before a single arbitrator pursuant to the rules of the American Arbitration Association (the "AAA"). Arbitration may be commenced at any time by any party hereto giving written notice to each other party to a dispute that such dispute has been referred to arbitration under this Section. The arbitrator shall be selected by the joint agreement of the Parties, but if they do not so agree within 20 days of receipt of notice, the selection shall be made pursuant to the rules from the panels of arbitrators maintained by the AAA. Any award rendered by the Arbitrator shall be accompanied by a written opinion of the Arbitrator giving the reasons for the award, and the decision of the Arbitrator in accordance herewith shall be final and binding and there shall be no right of appeal therefrom. This provision for arbitration shall be specifically enforceable by the Parties exclusively in either the federal courts of the United States of America located in the Northern District of Georgia, Atlanta Division or the courts of the State of Georgia located in the county of Cobb, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Section 7.12 Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 7.13 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 7.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

Section 7.15 Termination of Letter Agreement. The Parties hereby acknowledge and agree that the November 15, 2016 Letter of Intent is hereby terminated effective immediately upon the Closing.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above either personally or by their respective officers so duly authorized.

SELLER:
SED, INC. OF SOUTH CAROLINA

By _____
Name: _____
Title: _____

SELLER:
SED GAMING, LLC

By _____
Name: _____
Title: _____

SELLER:
BREEZE GAMING, LLC

By _____
Name: _____
Title: _____

SELLER:
FOX GAMING, LLC

By _____
Name: _____
Title: _____

BUYER:
INNOVATIVE GAMING, LLC

By _____
Name: _____
Title: _____

OWNER:
CHRIS GARDNER

By _____
Name: _____
Individually

same agreement. A signed copy of this Agreement 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 Agreement.

Section 7.15 Termination of Letter Agreement. The Parties hereby acknowledge and agree that the November 15, 2016 Letter of Intent is hereby terminated effective immediately upon the Closing.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above either personally or by their respective officers so duly authorized.

SELLER:
SED, INC. OF SOUTH CAROLINA
By Chris Gardner
Name: Chris Gardner
Title: President

SELLER:
SED GAMING, LLC
By Chris Gardner
Name: Chris Gardner
Title: President

SELLER:
BREEZE GAMING, LLC
By Chris Gardner
Name: Chris Gardner
Title: President

SELLER:
FOX GAMING, LLC
By Chris Gardner
Name: Chris Gardner
Title: President

BUYER:
INNOVATIVE GAMING, LLC
By _____
Name: _____
Title: _____

OWNER:
CHRIS GARDNER
By Chris Gardner
Name: Chris Gardner
Individually

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above either personally or by their respective officers so duly authorized.

SELLER:
SED, INC. OF SOUTH CAROLINA

SELLER:
SED GAMING, LLC

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

SELLER:
BREEZE GAMING, LLC

SELLER:
FOX GAMING, LLC

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

BUYER:
INNOVATIVE GAMING, LLC

OWNER:
CHRIS GARDNER

By Joseph C. Spawson
Name: Joseph C. Spawson
Title: MANAGING MEMBER

By _____
Name: _____
Individually

BILL OF SALE

This **Bill of Sale** ("**Instrument**") is made, executed and delivered as of November 15, 2019 ("**Effective Date**") by and among:

- Innovative Gaming, LLC, a limited liability company organized and existing under the laws of the State of New Jersey ("**Buyer**"),
- Chris Gardner, a resident of the State of South Carolina and sole heir to the estate of Jack Gardner, for himself and for any and all other entities not identified as a Seller (as defined herein) but that relate to or involve the Business (as defined herein) and are owned or controlled by Chris Gardner (collectively the "**Owner**"), and
- the following entities that are each a "**Seller**" and collectively the "**Sellers**":
 - SED, Inc. of South Carolina, a corporation organized and existing under the laws of the State of South Carolina that is registered to do business in Georgia using that same name ("SED, Inc. of South Carolina") and that does (or has done) business sometimes in other states and countries as, and sometimes uses (used) the d/b/a of, "SED, Inc." or S.E.D., Inc.", "SED," "S.E.D.," "Select Electronic Devices, Inc.," "Mega Media, Inc.," and/or "Amusement Group, Inc."
 - SED Gaming, LLC, a limited liability company organized and existing under the laws of the State of South Carolina that is registered to do business in Georgia as SED Gaming, LLC (SC) ("SED Gaming") and that does (or has done) business sometimes in other states and countries as, and sometimes uses (used) the d/b/a of, "SED Gaming" or SED Games", "SED," "Bingo Games, Inc.," "Bingo Games," "Bingo," "Elite Gaming, Ltd.," "Elite Gaming, Inc.," "Elite Gaming," "Elite," Pot O Gold T&C, Ltd.," "Pot O Gold T&C," "Pot O Gold," "Vision Gaming & Technology, Inc.," "Vision Gaming & Technology," "Vision Gaming," "Vision BWI, Ltd.," "Vision BWI," and/or "Vision";
 - Breeze Gaming, LLC, a limited liability company organized and existing under the laws of the State of Georgia that is registered to do business in Georgia using that same name ("Breeze Gaming") and that does (or has done) business sometimes in other states and countries as, and sometimes uses (used) the d/b/a of, "Breezing Gaming," "Breeze Games," and/or "Breeze"; and
 - Fox Gaming, LLC, a limited liability company organized and existing under the laws of the State of South Carolina that is registered to do business in South Carolina using the same name ("Fox Gaming") and that does (or has done) business sometimes in other states and countries as, and sometimes uses (used) the d/b/a of, "Fox Gaming," "Fox Games," and/or "Fox".

WHEREAS Buyer, Owner and Sellers entered into that certain Asset Purchase Agreement (the "Agreement") with an Effective date of November 15, 2019 whereby the Purchased Assets (as defined in the Agreement) are being sold, assigned, transferred, conveyed and delivered from Sellers and Owner to Buyer, all as pertains to the Business (as defined in the Agreement); and

WHEREAS this Instrument is made pursuant to the terms of the Agreement and is entitled to all benefits thereof, with capitalized terms not defined herein to have the respective meaning assigned to each such term as stated in the Agreement.

NOW, THEREFORE, by this Instrument and in consideration of the recitals, promises and

representations made herein and in the Agreement, and for [REDACTED] good and valuable consideration otherwise, the receipt and sufficiency of which is hereby acknowledged, Seller, Owner and Buyer agree as follows:

1. Sellers and Owner do hereby sell, convey, assign, transfer, set over and deliver to Buyer, all right, title and interest in and to all Purchased Assets free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance in order that Buyer may have and hold the same forever, alone and together, without limitation, for use by Buyer and its successors and assigns. Sellers shall deliver the Purchased Assets to Buyer in accordance with Buyer's reasonable instructions per the Agreement. In the event any tax or fee is applicable to the transactions contemplated by this Instrument, including without limitation transfer, sales, use or service tax, such taxes and fees shall be paid and borne by Seller when due.

2. Owner and each Seller for itself, and its successors and assigns, covenants and agrees that, at any time and from time to time upon request of Buyer, such party will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, deliver convey, assure and confirm unto and vest in Buyer, its successors and assigns, all right, title and title to the Purchased Assets.

3. Each Seller and Buyer represents and warrants that it is duly organized, validly existing and in good standing and, along with Owner, has full power and authority to enter into this Instrument and to carry out its obligations hereunder and consummate the transactions contemplated hereby and in the Agreement so as to not breach, violate, terminate or conflict with: (i) any of its organizational or governance documents, (ii) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to it, or (iii) any contract, agreement, license, permit or other arrangement to which it is a party that is applicable to the Purchased Assets.

4. This Instrument shall survive the Closing (as defined in the Agreement) and the consummation of the transactions contemplated by this Instrument and the Agreement. This Instrument is binding upon, inure to the benefit of and be enforceable by Owner, Sellers and Buyer and their respective heirs, successors and permitted assigns.

5. This Instrument shall be construed and interpreted according to the laws of the State of Georgia, without regard to the conflict of law principles thereof. Nothing contained in this Instrument shall expand, reduce, modify or waive any rights or obligations of the parties under the Agreement. This Instrument may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Instrument. A signed copy of this Instrument 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 it.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, Buyer, Owner and each Seller hereto has caused their respective duly authorized representatives to execute this Instrument, which is deemed effective as of the Effective Date.

SELLER:
SED, INC. OF SOUTH CAROLINA

By _____
Name: _____
Title: _____

SELLER:
SED GAMING, LLC

By _____
Name: _____
Title: _____

SELLER:
BREEZE GAMING, LLC

By _____
Name: _____
Title: _____

SELLER:
FOX GAMING, LLC

By _____
Name: _____
Title: _____

BUYER:
INNOVATIVE GAMING, LLC

By _____
Name: _____
Title: _____

OWNER:
CHRIS GARDNER

By _____
Name: _____
Individually

contemplated hereby and in the Agreement so as to not breach, violate, terminate or conflict with: (i) any of its organizational or governance documents, (ii) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to it, or (iii) any contract, agreement, license, permit or other arrangement to which it is a party that is applicable to the Purchased Assets.

4. This Instrument shall survive the Closing (as defined in the Agreement) and the consummation of the transactions contemplated by this Instrument and the Agreement. This Instrument is binding upon, inure to the benefit of and be enforceable by Owner, Sellers and Buyer and their respective heirs, successors and permitted assigns.

5. This Instrument shall be construed and interpreted according to the laws of the State of Georgia, without regard to the conflict of law principles thereof. Nothing contained in this Instrument shall expand, reduce, modify or waive any rights or obligations of the parties under the Agreement. This Instrument may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument. A signed copy of this Instrument 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 it.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, Buyer, Owner and each Seller hereto has caused their respective duly authorized representatives to execute this Instrument, which is deemed effective as of the Effective Date.

SELLER:
SER, INC. OF SOUTH CAROLINA
By [Signature]
Name: Chris Gardner
Title: President

SELLER:
SED GAMING, LLC
By [Signature]
Name: Chris Gardner
Title: President

SELLER:
BREEZE GAMING, LLC
By [Signature]
Name: Chris Gardner
Title: President

SELLER:
FOX GAMING, LLC
By [Signature]
Name: Chris Gardner
Title: President

BUYER:
INNOVATIVE GAMING, LLC
By _____
Name: _____
Title: _____

OWNER:
CHRIS GARDNER
By [Signature]
Name: Chris Gardner
Individually

IN WITNESS WHEREOF, Buyer, Owner and each Seller hereto has caused their respective duly authorized representatives to execute this Instrument, which is deemed effective as of the Effective Date.

SELLER:
SED, INC. OF SOUTH CAROLINA

By _____
Name: _____
Title: _____

SELLER:
SED GAMING, LLC

By _____
Name: _____
Title: _____

SELLER:
BREEZE GAMING, LLC

By _____
Name: _____
Title: _____

SELLER:
FOX GAMING, LLC

By _____
Name: _____
Title: _____

BUYER:
INNOVATIVE GAMING, LLC

By [Signature]
Name: Robert C. Spawson
Title: Managing Member

OWNER:
CHRIS GARDNER

By _____
Name: _____
Individually

Copyrights

Copyright Number

Pot-o-gold 3.44	TX0006597413
Pot-o-gold 3.51	TX0005597414
Pot-o-gold 3.52 A	V363D091
Pot-o-gold 3.71b & 4 OTHER TITLES	V349D589
Redemption Gold	TX0005680646
Spoils of War	TX0006198514
Pot-O-Gold POG_7041	In filing process

Patents

Patent Number Filing Number File Date Issue Date Inventor

Hardware

Cabinet for a gaming device with an upper screen area	D513,044	D/175,795	2/10/2003	12/20/2005	Morrison
Assembly of gaming devices with an upper screen area	D510,959	D/175,814	10-Feb-03	25-Oct-05	Morrison
Assembly of gaming devices	D503,436	D/198,458	1/28/2004	3/29/2005	Morrison
Cabinet for a gaming device	D493,845	D/196026	12/19/2003	8/3/2004	Morrison
Cabinet for a gaming device	D493,844	D/196,025	12/19/2003	8/3/2004	Morrison
Assembly of gaming devices	D492,735	D/175,794	2/10/2003	7/6/2004	Morrison
Cabinet for a gaming device	D486,530	D/175,799	2/10/2003	2/10/2004	Morrison

Patents

Filing Status

Reel/Frame

Serial Number

File Date

Expiration Date

Inventor

Software/Games

Finite and pari-mutual video keno	6,183,361	09/092,244	6/5/1998	2/6/2001	Cummings
Method of playing War	Filed	60/578,454	6/9/2004	6/12/2005	Wilson
Method of playing War	Filed	11/122,957	5/5/2005		Wilson
Method of playing a gaming device featuring interruptible game play	Filed	10/923,350	8/20/2004		Wilson
Method of Using an Win Enhancer	Filed	11/202,126	8/10/2006		Wilson
Gaming Machine having combinable paylines	Filed	11/809,176	7/2/2007		Wilson
Gaming Machine utilizing distinctive paylines	Filed	11/799,721	5/29/2007		Wilson
Gaming Device utilizing hidden and shadow symbols	Filed	11/985,313	5/2/2007		Wilson

Current Trademarks

53 Card Poker	77146182	4/2/2007	
Bayou Magic	Filing in Process		
B-Ball Keno	77146131	4/2/2007	
Bountiful Bonus	78668676	7/12/2005	
Bu\$hBuck\$	78261568	6/12/2003	
Color Me Green!	77313146	10/25/2007	
Gold Row Bonus	75625275	3/27/1997	Abandoned - revert to common law right
Goofy Gophers	77147091	4/3/2007	
Jazz Player	77154095	4/11/2007	
Keno Gold	75702420	5/11/1999	1/19/2001
King of the Ring	77126464	3/9/2007	
Mystic Wild Card	78821404	2/23/2006	
Piggies Wild	76517552	5/27/2003	
Poker Plus	75702421	5/11/1999	12/21/2000
Pot O Gold	78728716	10/7/2005	
Potluck Bingo	77126491	3/9/2007	
Slot Plus	75703028	5/11/1999	12/21/2000
Scarabs Key	Filing in Process		
Shamrock 7's	75265295	3/27/1997	
Snake Eyes	77094777	1/30/2007	
Spinball Bonus	75265276	3/27/1997	
Spoils of War	78438639	6/21/2004	
Supergold Bingo	75253348	3/7/1997	
Superball Keno	75253347	3/7/1997	
Superpick Lotto	75253339	3/7/1997	
Talisman	77126448	3/9/2007	
Touch 6 Lotto	75253344	3/7/1997	
Touch Easy Keno	75128074	7/1/1996	
Touch Easy Keno	75253338	3/7/1997	

*** and all other trademarks formally assigned to Leisure Time Casinos & Resorts, Inc. or Leisure Time Technology, Inc. by order of assignment granted by the Federal Bankruptcy Court Northern District of Georgia.

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Labeled View

Pot-o-gold operating system 3.44.

Type of Work: Computer File

Registration Number / Date: TX0005597413 / 2002-11-04

Title: Pot-o-gold operating system 3.44.

Description: Computer program.

Notes: Printout only deposited.

Copyright Claimant: Vision Gaming & Technology, Inc.

Date of Creation: 1994

Date of Publication: 1994-04-02

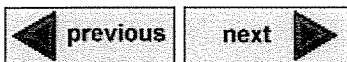
Authorship on Application: US Games, Inc.

Basis of Claim: New Matter: revisions.

Copyright Note: C.O. correspondence.

Names: Vision Gaming & Technology, Inc.

US Games, Inc.



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Search Request: Left Anchored Name = US Games

Search Results: Displaying 2 of 276 entries



Labeled View

Pot-o-gold operating system 3.44.

Type of Work: Computer File

Registration Number / Date: TX0005597413 / 2002-11-04

Title: Pot-o-gold operating system 3.44.

Description: Computer program.

Notes: Printout only deposited.

Copyright Claimant: Vision Gaming & Technology, Inc.

Date of Creation: 1994

Date of Publication: 1994-04-02

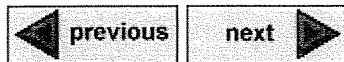
Authorship on Application: US Games, Inc.

Basis of Claim: New Matter: revisions.

Copyright Note: C.O. correspondence.

Names: Vision Gaming & Technology, Inc.

US Games, Inc.



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Pot-o-gold operating system 3.51.

Type of Work: Computer File
Registration Number / Date: TX0005597414 / 2002-11-04
Title: Pot-o-gold operating system 3.51.
Description: Computer program.
Notes: Printout only deposited.
Copyright Claimant: Vision Gaming & Technology, Inc.
Date of Creation: 1995
Date of Publication: 1995-09-26
Authorship on Application: US Games, Inc.
Basis of Claim: New Matter: revisions.
Copyright Note: C.O. correspondence.
Names: Vision Gaming & Technology, Inc.
 US Games, Inc.

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Search Request: Left Anchored Name = US Games

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Labeled View

Pot-o-gold operating system 3.51.

Type of Work: Computer File

Registration Number / Date: TX0005597414 / 2002-11-04

Title: Pot-o-gold operating system 3.51.

Description: Computer program.

Notes: Printout only deposited.

Copyright Claimant: Vision Gaming & Technology, Inc.

Date of Creation: 1995

Date of Publication: 1995-09-26

Authorship on Application: US Games, Inc.

Basis of Claim: New Matter: revisions.

Copyright Note: C.O. correspondence.

Names: Vision Gaming & Technology, Inc.
US Games, Inc.

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Labeled View

Pot-o-gold 3.52A & 1 other title.

Type of Work: Recorded Document

Document Number: V3536D091

Date of Recordation: 2006-03-13

Entire Copyright Document: V3536 D091 P1-2

Date of Execution: 25Oct05; date of cert.: 31Oct05

Title: Pot-o-gold 3.52A & 1 other title.

Notes: Assignment of copyright.

Party 1: Leisure Time Technology, Inc.

Party 2: Vision Gaming & Technology, Inc.

Links: [List of Titles](#)

Names: [Leisure Time Technology, Inc.](#)

[Vision Gaming & Technology, Inc.](#)

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This list contains titles in document **V3495D589**

Document title: Pot-O-gold 3.71B & 4 other titles.

The complete document is: **V3495 D589 P1-5**

List of titles:

- 001 Pot-O-gold 3.71B / TX 4-632-584.
- 002 Pot-O-gold version 3.52A / TX 4-716-763.
- 003 Pot-O-gold version 4.00 / TX 4-720-121.
- 004 Slot C / TX 5-430-776.
- 005 Computer program / TX 4-395-899.

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United States Copyright Office

This list contains titles in document **V3536D091**

Document title: Pot-o-gold 3.52A & 1 other title.

The complete document is: **V3536 D091 P1-2**

List of titles:

- 001 Pot-o-gold 3.52A. TX 4-716-763.
 - 002 Pot-o-gold operating system 3.52. TX 5-704-732 (2003)
-

End of titles list for document **V3536D091**

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Washington, D.C. 20559-6000

(202) 707-3000



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Search Request: Left Anchored Name = Leisure Time Technology

Search Results: Displaying 1 through 9 of 9 entries.

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#	Name (NALL) <	Full Title	Copyright Number	Date
<input type="checkbox"/> [1]	Leisure Time Technology	Leisure Time Technology Pot-O-Gold version USG 352A attract.c.	TX0004716763	1996
<input type="checkbox"/> [2]	Leisure Time Technology	Pot-O-Gold 3.52A. By Leisure Time Technology.	TX0005704732	1998
<input type="checkbox"/> [3]	Leisure Time Technology, Inc.	Pot-o-gold 3.52A & 1 other title.	V3536D091	2006
<input type="checkbox"/> [4]	Leisure Time Technology, Inc.	Pot-O-Gold 3.70 / By Leisure Time Technology, Inc. TX 4-395-899.	V3426D744	1998
<input type="checkbox"/> [5]	Leisure Time Technology, Inc.	Pot-O-gold 3.71B & 4 other titles.	V3495D589	2003
<input type="checkbox"/> [6]	Leisure Time Technology, Inc.	POT-O-GOLD 4.00.	TX0004720121	1997
<input type="checkbox"/> [7]	Leisure Time Technology, Inc.	POT-O-GOLD : software : version USG_371B.	TX0004395899	1996
<input type="checkbox"/> [8]	Leisure Time Technology, Inc.	Pot-O-Gold : version USG_371B.	TX0004632854	1997
<input type="checkbox"/> [9]	Leisure Time Technology, Inc.	Slot.C 8-line and slot games.	TX0005430776	2001

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<input type="checkbox"/> [1]	Vision Gaming & Technology, Inc.	Pot-o-gold 3.52A & 1 other title.	V3536D091	2006
<input type="checkbox"/> [2]	Vision Gaming & Technology, Inc.	Pot-O-gold 3.71B & 4 other titles.	V3495D589	2003
<input type="checkbox"/> [3]	Vision Gaming & Technology, Inc.	Pot-o-gold operating system 3.44.	TX0005597413	1994
<input type="checkbox"/> [4]	Vision Gaming & Technology, Inc.	Pot-o-gold operating system 3.51.	TX0005597414	1995
<input type="checkbox"/> [5]	Vision Gaming & Technology, Inc.	Redemption gold.	TX0005680646	2002
<input type="checkbox"/> [6]	Vision Gaming & Technoogy, Inc.	Spoils of war.	TX0006198514	2005

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<input checked="" type="radio"/> Selected On Page <input type="radio"/> Selected all Pages	Enter your email address: <input type="text"/>	<input type="button" value="Email"/>
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25 records per page

Search by: Name (Crichton Michael; Walt Disney Company)

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Labeled View

Redemption gold.

Type of Work: Computer File

Registration Number / Date: TX0005680646 / 2002-12-02

Title: Redemption gold.

Description: Computer program.

Notes: Printout only deposited.

Copyright Claimant: Vision Gaming & Technology, Inc.

Date of Creation: 2002

Date of Publication: 2002-05-01

Basis of Claim: New Matter: revisions.

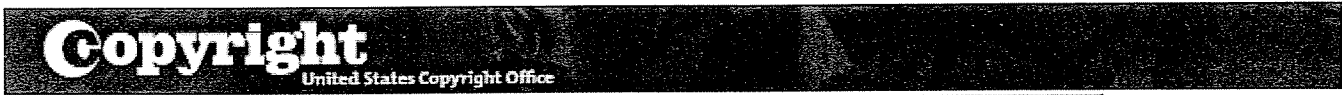
Names: Vision Gaming & Technology, Inc.

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Labeled View

Spoils of war.

Type of Work: Computer File

Registration Number / Date: TX0006198514 / 2005-07-21

Title: Spoils of war.

Copyright Claimant: Vision Gaming & Technoogy, Inc.

Date of Creation: 2005

Date of Publication: 2005-01-19

Copyright Note: Cataloged from appl. only.

Names: Vision Gaming & Technoogy, Inc.

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Labeled View

POT-O-GOLD 4.00.

Type of Work: Computer File

Registration Number / Date: TX0004720121 / 1998-02-05

Title: POT-O-GOLD 4.00.

Description: Computer program.

Notes: Printout only deposited.

Copyright Claimant: Leisure Time Technology, Inc.

Date of Creation: 1997

Date of Publication: 1997-02-10

Previous Registration: Prev. reg.

Basis of Claim: New Matter: additional text.

Names: Leisure Time Technology, Inc.

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Search Request: Left Anchored Title = Poetry Sampler
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Labeled View

A poetry sampler.

Type of Work: Text

Registration Number / Date: TXu000933447 / 2000-03-13

Title: A poetry sampler.

Description: 73 p.

Notes: Collection of poems.

Copyright Claimant: Tammy Lynne Carter

Date of Creation: 1999

Rights and Permissions: Rights & permissions info. on original appl. in C.O.

Names: Carter, Tammy Lynne

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**PATENTS
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United States Patent
Morrison

D513,044
December 20, 2005

Cabinet for a gaming machine with an upper screen area

Claims

The ornamental design for the cabinet for a gaming machine with an upper screen area, as shown and described.

Inventors: **Morrison; Robert S.** (Hoschton, GA)

Assignee: **Vision Gaming & Technology, Inc.** (Norcross, GA)

Appl. No.: **D/175,795**

Filed: **February 10, 2003**

Current U.S. Class:

D21/370

Current International Class:

2103

Field of Search:

D21/325,329,369-371,374,385 273/138.1 463/16-17,20,46-47

References Cited [Referenced By]

U.S. Patent Documents

D307771	May 1990	Cesaroni et al.
D404077	January 1999	Dickenson et al.
D448811	October 2001	Brettschneider
D451148	November 2001	Hedrick et al.
D456457	April 2002	Hedrick et al.

Primary Examiner: Morris; Sandra L.

Attorney, Agent or Firm: Sand & Sebolt

Description

FIG. 1 is a perspective view of the gaming machine of the present invention;

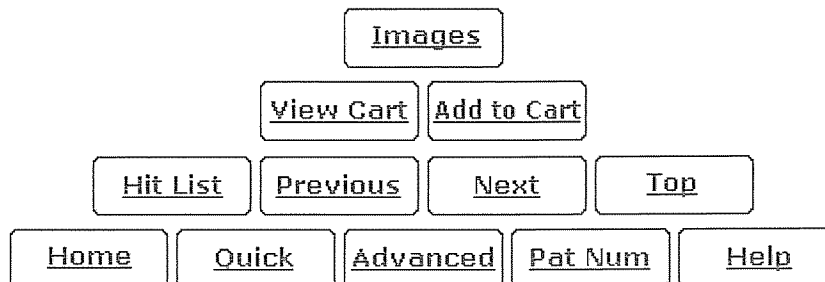
FIG. 2 is a front elevational view of the gaming machine of the present invention;

FIG. 3 is a right side elevational view of the gaming machine of the present invention;

FIG. 4 is a rear elevational view of the gaming machine of the present invention; and,

FIG. 5 is a left side elevational view of the gaming machine of the present invention.

* * * * *



USPTO PATENT FULL-TEXT AND IMAGE DATABASE

(6 of 16)

United States Patent
Morrison

D510,959
October 25, 2005

Assembly of gaming machines with an upper screen area

Claims

The ornamental design for the assembly of gaming machines with an upper screen area, as shown and described.

Inventors: **Morrison; Robert S.** (Hoschton, GA)
Assignee: **Vision Gaming & Technology, Inc.** (Norcross, GA)
Appl. No.: **D/175,814**
Filed: **February 10, 2003**

Current U.S. Class: **D21/370**
Current International Class: 2103
Field of Search: D21/324-325,329,369-371,374,385 273/138.1 463/16-17,20,46-47

References Cited [Referenced By]

U.S. Patent Documents

D400597	November 1998	Hedrick et al.
6117010	September 2000	Canterbury et al.
D439931	April 2001	Yamaguchi
D451150	November 2001	Hedrick et al.
D451151	November 2001	Hedrick et al.
D459402	June 2002	Wurz et al.

Primary Examiner: Morris; Sandra L.
Attorney, Agent or Firm: Sand & Sebolt

Description

FIG. 1 is a perspective view of the assembly of the present invention;

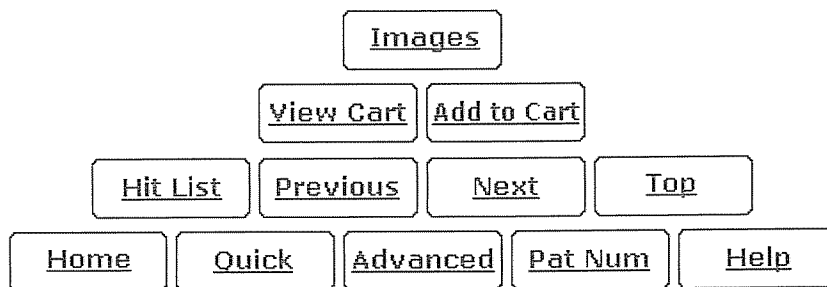
FIG. 2 is a front elevational view of the assembly of the present invention;

FIG. 3 is a left side elevational view of the assembly of the present invention;

FIG. 4 is a right side elevational view of the assembly of the present invention; and,

FIG. 5 is a rear elevational view of the assembly of the present invention.

* * * * *



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**United States Patent
Morrison**

**D503,436
March 29, 2005**

Assembly of gaming machines

Claims

The ornamental design for the assembly of gaming machines, as shown and described.

Inventors: **Morrison; Robert S.** (Hoschton, GA)
Assignee: **Vision Gaming & Technology, Inc.** (Norcross, VA)
Appl. No.: **D/198,458**
Filed: **January 28, 2004**

Related U.S. Patent Documents

<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
175794	Feb., 2003	D492735	

Current U.S. Class: **D21/370**
Current International Class: 2103
Field of Search: D21/324-325,369-370,385 273/138.1 463/17,20,46-47

References Cited [Referenced By]

U.S. Patent Documents

6117010	September 2000	Canterbury et al.
D439931	April 2001	Yamaguchi
D451150	November 2001	Hedrick et al.
D451151	November 2001	Hedrick et al.
D459402	June 2002	Wurz et al.

Primary Examiner: Morris; Sandra L.
Attorney, Agent or Firm: Sand & Sebolt

Description

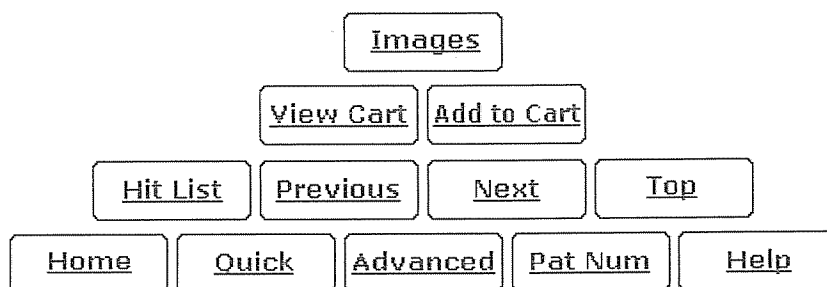
FIG. 1 is a perspective view of an assembly of gaming machines, the broken line showing is for illustrative purposes only, and forms no part of the claimed design.

FIG. 2 is a front elevational view of the assembly of the present invention;

FIG. 3 is a right side elevational view of the assembly of the present invention; and,

FIG. 4 is a left elevational view of the assembly of the present invention.

* * * * *



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(10 of 16)

United States Patent
Morrison

D493,845
August 3, 2004

Cabinet for a gaming machine

Claims

The ornamental design for the cabinet for a gaming machine, as shown and described.

Inventors: **Morrison; Robert S.** (Hoschton, GA)
Assignee: **Vision Gaming & Technology, Inc.** (Norcross, GA)
Appl. No.: **D/196,026**
Filed: **December 19, 2003**

Related U.S. Patent Documents

<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
175799	Feb., 2003	D486530	

Current U.S. Class: **D21/369**
Current International Class: 2103
Field of Search: D21/325,329,369-371,374 273/138.1 463/16-17,20,46-47

References Cited [Referenced By]

U.S. Patent Documents

6117010	September 2000	Canterbury et al.
D439931	April 2001	Yamaguchi
D451150	November 2001	Hedrick et al.
D451151	November 2001	Hedrick et al.
D459402	June 2002	Wurz et al.

Primary Examiner: Morris; Sandra L.
Attorney, Agent or Firm: Sand & Sebolt

Description

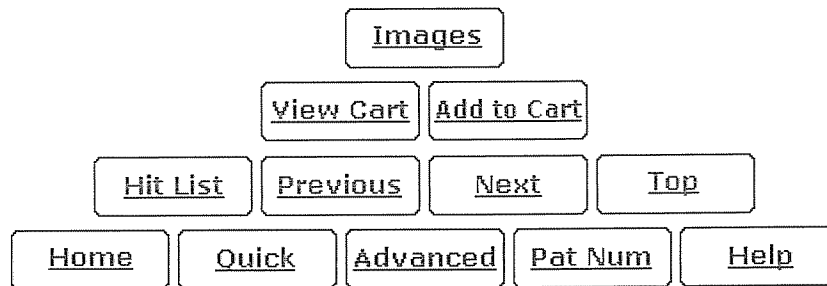
FIG. 1 is a perspective view of the gaming machine of the present invention;

FIG. 2 is a front elevational view of the gaming machine of the present invention;

FIG. 3 is a right side elevational view of the gaming machine of the present invention; and,

FIG. 4 is a left elevational view of the gaming machine of the present invention.

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(11 of 16)

United States Patent
Morrison

D493,844
August 3, 2004

Cabinet for a gaming machine

Claims

The ornamental design for the cabinet for a gaming machine, as shown and described.

Inventors: **Morrison; Robert S.** (Hoschton, GA)
Assignee: **Vision Gaming & Technology, Inc.** (Norcross, GA)
Appl. No.: **D/196,025**
Filed: **December 19, 2003**

Related U.S. Patent Documents

<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
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Primary Examiner: Morris; Sandra L.
Attorney, Agent or Firm: Sand & Sebolt

Description

FIG. 1 is a perspective view of the gaming machine of the present invention;
FIG. 2 is a front elevational view of gaming machine of the present invention;
FIG. 3 is a right side elevational view of gaming machine of the present invention;
FIG. 4 is a rear elevational view of gaming machine of the present invention; and,
FIG. 5 is a left side elevational view of gaming machine of the present invention.

* * * * *

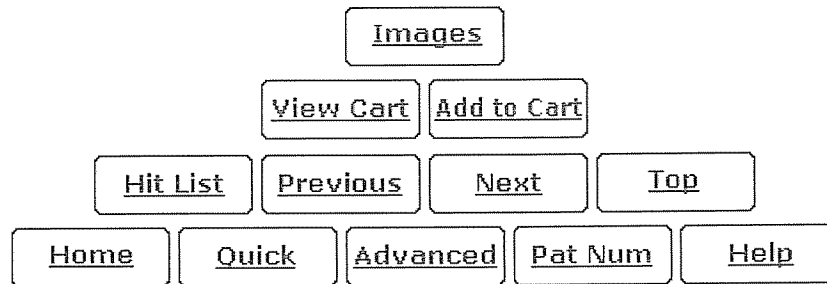


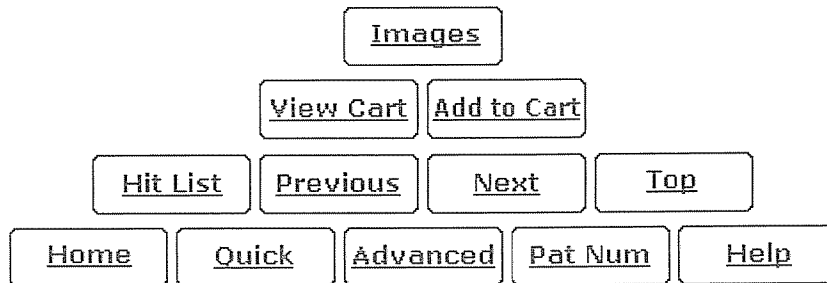
FIG. 2 is a front elevational view of the assembly of the present invention;

FIG. 3 is a left side elevational view of the assembly of the present invention;

FIG. 4 is a right side elevational view of the assembly of the present invention; and,

FIG. 5 is a rear elevational view of the assembly of the present invention.

* * * * *



USPTO PATENT FULL-TEXT AND IMAGE DATABASE

(14 of 16)

United States Patent
Morrison

D486,530
February 10, 2004

Cabinet for a gaming machine

Claims

The ornamental design for the cabinet for a gaming machine, as shown and described.

Inventors: **Morrison; Robert S.** (Hoschton, GA)

Assignee: **Vision Gaming & Technology, Inc.** (Norcross, GA)

Appl. No.: **D/175,799**

Filed: **February 10, 2003**

Current U.S. Class:

D21/369

Current International Class:

2103

Field of Search:

D21/325,329,369-371,374 273/138.1 463/16-17,20,46-47

References Cited [Referenced By]

U.S. Patent Documents

6117010	September 2000	Canterbury et al.
D439931	April 2001	Yamaguchi
D451150	November 2001	Hedrick et al.
D451151	November 2001	Hedrick et al.
D459402	June 2002	Wurz et al.

Primary Examiner: Morris; Sandra L.

Attorney, Agent or Firm: Sand & Sebolt

Description

FIG. 1 is a perspective view of the gaming machine of the present invention;

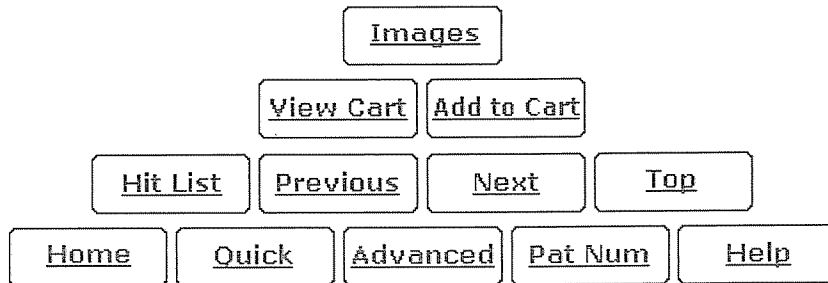
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FIG. 4 is a rear elevational view of the gaming machine of the present invention; and,

FIG. 5 is a left side elevational view of the gaming machine of the present invention.

* * * * *



**PATENTS
SOFTWARE**

USPTO PATENT FULL-TEXT AND IMAGE DATABASE

(1 of 1)

United States Patent
Cummings , et al.

6,183,361
February 6, 2001

Finite and pari-mutual video keno

Abstract

A finite keno system includes a game server with one or more player terminals. A game of finite and pari-mutual keno which combines the characteristics of traditional keno with the finite pool concept of scratch-off lottery and pull tab games is played thereon. This finite keno involves the house creating a pool of predetermined outcomes that are stored in the game server. These outcomes are indicative of the catch for that round. Each player chooses its desired numbers and then the game server randomly draws one of the outcomes which indicates the catch, that is the number of matched numbers. The game server then randomly selects a draw in two parts. First, the game server selects the winning numerals of the draw from the player's desired numbers equal in quantity to the outcome numeral, and then the game server randomly selects numbers from the non desired numbers of the player to fill in the remainder of the draw. The effect is that the game meets all of the gaming regulations of various states and countries which forbid banking games but allow for pari-mutual games as the game requires players compete against each other to win from a common pool and are not wagering against the house as the house instead has a predetermined share so long as all of the pool is played.

Inventors: **Cummings; Christopher** (Norcross, GA), **Close, Jr.; William H.** (Duluth, GA)

Assignee: **Leisure Time Technology, Inc.** (Norcross, GA)

Appl. No.: **09/092,244**

Filed: **June 5, 1998**

Current U.S. Class:

463/18 ; 273/269; 463/17

Current International Class:

G07F 17/32 (20060101); A63F 009/24 ()

Field of Search:

463/17,18,19,21,22,26,27,28 273/269

References Cited [Referenced By]

U.S. Patent Documents

D284592

July 1986

Drews et al.

5. The system of claim 1 further comprising:

a game server having the memory for storing the preselected quantity of predetermined outcomes, the processor for repeated and random selection of an outcome from the preselected quantity of predetermined outcomes, and the random number generator for random number generation of the draw which includes the proper number of winners as defined by the randomly selected outcome; and

at least one player terminal having the player number input means for receiving the desired numbers that is compared to the draw to determine winnings.

6. A method of playing an amusement and entertainment game of a finite keno variety, the method comprising the following steps:

defining an outcome pool having a plurality of predetermined outcomes therein where each predetermined outcome is an indicator defining a number of hits for a draw;

selecting a plurality of play numbers from a predefined numbers pool thereby defining spots for a particular draw of finite keno;

randomly choosing one of the outcomes from the outcome pool whereby the indicator defines the number of hits for the particular draw; and

defining a set of draw numbers for comparison to the play numbers where the quantity of common numbers between the draw numbers and the play numbers is controlled by the indicator.

7. The method of claim 6 wherein the step of defining a set of draw numbers includes the following steps:

randomly choosing numbers from the plurality of play numbers equal in quantity to the indicator; and

randomly choosing numbers other than those in the play numbers until the draw is fully defined.

8. The method of claim 7 further comprising the step of defining a total quantity of numbers in an overall pool of available numbers from which the play numbers are selected and the draw numbers are chosen.

9. The method of claim 7 further comprising the step of defining the quantity of available spots that each player may choose from, and defining an outcome pool for each different available spot.

10. A method of playing an amusement and entertainment game of a finite keno variety, the method comprising the following steps:

defining at least one pool of numerals, each numeral in the pool of numerals being indicative of the quantity of matching numbers to be created in a draw when that numeral is randomly selected;

inputting a set of numbers a player desires to play;

random selecting of a numeral from the pool indicating the quantity of numbers to be created in the draw that must match the inputted set of numbers from the player; and

creating the draw that meets the matching requirement as to the quantity of matches between the player's numbers and the draw.

11. The method of claim 10 further comprising, prior to the defining of the at least one pool of numerals step, the following steps:

defining a quantity of different spots available to a player;

defining a pool of wager amounts available to the players;

defining all combinations of spots and wager amounts; and

for each of the combinations, defining a pool of numerals ranging from zero to the largest quantity of spots available, each numeral in the pool of numerals being indicative of the quantity of matching numbers to be created in a draw when that numeral is randomly selected.

12. The method of claim 11 further comprising, prior to the inputting of a set of numbers a player desires to play, inputting by the player a quantity of spots that player desires for this play from the quantity of spots available to the player, and the wager the player desires for this play from the pool of wager amounts available to the player.

13. The method of claim 11 further comprising repeating the steps of inputting, randomly selecting, and creating until all of the numerals in all of the pools are used.

14. The method of claim 13 wherein after all of the numerals in a given pool are used, the method further comprises the additional step of defining a new pool of numbers.

15. The method of claim 10 further comprising the step of removing that numeral from the pool once used.

16. The method of claim 10 further comprising the step of displaying the set of numbers the player desires to play and the draw on a player terminal.

17. The method of claim 10 further comprising repeating the steps of inputting, randomly selecting, and creating until all of the numerals in the pool are used.

18. The method of claim 17 wherein after all of the numerals are used in a pool, the method further comprises the additional step of defining a new pool of numbers.

19. The method of claim 10 further comprising a game server having a memory device for storing these pools of numerals.

20. The method of claim 19 further comprising player terminals electrically connected to the game server.

Description

BACKGROUND OF THE INVENTION

1. Technical Field

The invention relates to amusement and entertainment games. More particularly, the invention relates to finite-definition amusement and entertainment games which have a finite pool and predetermined number of outcomes, payout, and winners and the system, method and apparatus used to play such games. Specifically, the invention is the game of video keno in a finite format, such as that of pull tabs or scratch off games, where a predetermined and finite pool of winners and losers is defined and then randomly played out as players select their numbers whereby draw numbers are created to match, in full, in part or not at all the numbers of the player's based upon the random winner or loser selection, whereby the video keno game meets all gaming regulations that require players compete against each other to win from a common pool and are not wagering against the house as the house instead has a predetermined share so long as all outcomes in the pool are played.

2. Background Information

The amusement and entertainment game of Keno has been played for thousands of years as it dates back to ancient Chinese dynasties. The game of keno has remained popular for all of these thousands of years as different variations have been developed.

With the overall rise in general standards of living, and specifically disposable income, in the 20th century, amusement and entertainment games have soared in popularity as is obvious from the rise of such gaming meccas as Monte Carlo, Las Vegas, Reno, and Atlantic City, as well as the rapid rise in Indian gaming. As a result, many amusement and entertainment games, such as keno, poker, blackjack, bingo and others, have enjoyed both a significant following and continued rise in popularity.

Many applications of keno have been developed including ticket keno, and video or digital keno. These various forms of keno generally involve infinite rounds, unknown payout amounts until play is complete, and are thus not pari-mutual and are instead banked in nature.

Ticket keno is played using play field cards and a bowl with typically 80 numbered balls therein. A payable or fixed prize schedule is also provided in which odds are displayed. These odds are based upon the number, typically from 2 to 10 (although 1 to 15, or even 1 to 20 are sometimes used), of picks or spots that a player selects from the available numbers (typically an 80 number pool) that are also selected by the house in its draw (typically a 20 number draw).

The object of the game is to have as many hits in your catch as possible. Specifically, after the players have selected their picks or spots, the house draws the winning numbers, typically 20 numbers, referred to as the draw. Each of the draw numbers that matches one of the player's picks or spots is called a hit. The total number of hits is called the catch. The object is therefor to have as many hits in your catch as possible, thus each player wants to have as many of its spots as possible match the numbers drawn in the house draw (although in certain instances there is also a payout for not matching any where a large number of spots was chosen).

An example is as follows, the Keno player decides how many spots or picks to play in this round, for instance 8. The player then marks, using a pen, punchout or other permanent marking means, off of the play field card the 8 spots the player desires from the numbers pool (for instance 1 to 80 which is standard in keno). For instance, this player decides to pick the following 8 numbers: 3, 6, 8, 14, 25, 51, 66, and 80. The player must also indicate a desired wager.

Typically other players are also playing and will have selected their spot, the actual numbers in their spot, and their wager. The house then randomly chooses a predetermined, typically 20, balls from the

bowl. Each player then compares its spots to the draw from the bowl. A payout is then determined from the payable based upon the number of correct spots as a ratio of the number of spots. A sample keno payable is as follows where the bolded numbers across the top row are the number of spots picked while the numbers in the first column are the catch:

SAMPLE KENO PAYTABLE 2 3 4 5 6 7 8 9 10 0 0 0 0 0 0 0 0 0 1 1 1 0 0 0 0 0 0 0 0 2 9 3 2 1 0 0 0 0
0 3 36 7 3 2 1 1 0 0 4 63 23 12 6 3 2 1 5 188 86 34 14 12 5 6 400 160 60 36 25 7 800 360 128 80 8 1200
480 360 9 2000 1000 10 4000

If the draw included the following numbers: 1, 4, 8, 9, 14, 21, 25, 33, 35, 36, 40, 48, 51, 55, 62, 66, 70, 71, 77, and 80 then the spots of: 3, 6, 8, 14, 25, 51, 66, and 80 result in hits as to 8, 14, 25, 51, 66, and 80, or a catch of 6. Since 8 spots were picked and the catch is 6 then the payable indicates a payout of 60 (that is 60 times the wager). Obviously, this is a higher payout than a catch of 4 out of 8 spots, or a catch of 6 out of 9 spots, but lower than a catch of 8 out of 8 spots.

Since as indicated above, multiple players could play simultaneously, there may have been multiple payouts as to this particular draw. For instance, another player may have 3 hits in his catch and would thus get his wager back (3 hits from 8 is a payout of 1).

This ticket keno may instead be played in a video format, but in either case a new random draw occurs every so many minutes. Such random selecting of the draw for each round is referred to as "banked" play. Present video keno is of such a banked variety in that the draw generally occurs within that machine only after the player presses play (a random number generator generates the 20 numbers from the pool of 80). Two forms of video play include on lottery type cards and on a digital and interactive screen, where in either case each player picks its spots and awaits a random draw of numbers for the house (the draw). Once again, multiple players may be playing together using different player numbers and the same draw.

In this above described traditional keno, the game has infinite outcomes since each round involves a new draw of 20 numbers from the bowl or random number generator, and thus the same 20 numbers could feasibly be drawn. In addition, one or more players can be playing each round using one or more sets of player's numbers. Since the number of players is unknown for each round, the player's numbers are unknown for each round, and the house draw and thus the number of winners and losers is unknown for each round until the numbers are randomly drawn, each round has infinite possible outcomes. As a result, the house is playing against the players since the house hopes that its draw is always different from all of the players spots. Since such house vs. players is ripe for fraud, many states and countries have banned such play often called "banked" play.

In contrast, other forms of gaming are available that involve predetermined total outcomes, predetermined payout totals, predetermined payout schedules, etc. These games are finite and pari-mutual because the total quantity of rounds or plays is set or finite, the quantity of winning and losing rounds or plays is known, and the gaming establishment knows how much it will win before any game is ever played. In effect, each player is only playing against other players. This is accomplished by predetermining the total number of outcomes, called the deal, in any particular sequence. The actual outcomes are also secretly determined although the order of such is not known. Then the total percentage to be paid out is determined and the scale or schedule of payout is also determined. Such finite and pari-mutual games are legal in most areas where "banked" games are not, and have thus increased dramatically in popularity.

Two examples of finite and pari-mutual gaming are scratch off paper lottery games, and paper and/or video pull tab games. These games involve the player scratching off, tearing off pull tabs, or opening

video doors to reveal symbols or text underneath which are in turn compared to winning patterns whereby a match results in some predetermined winnings.

In the paper games, tickets or cards are printed with a predetermined fixed number of tickets, referred to as the pool image or deal, of which a fixed number are winning tickets and a fixed number are losing tickets. In addition, the schedule of winnings is also predetermined. In sum, the following is predetermined (1) the amount of tickets or cards, for instance 1000, (2) the amount to be paid out, for instance 90% of take from card sales, and (3) the schedule of payout, for instance at \$1 per card there would be \$900 in payout which could be paid out as one \$900 winner, nine hundred \$1 winners, or some combination therebetween. The house then knows its take before any tickets are played assuming all tickets are eventually played. The only variable is the order in which the tickets are distributed, and in the case of paper tickets they are generally mixed up either by random printing or thereafter by some means of shuffling. This paper lottery game concept is referred to as a finite game of a pari-mutual nature since there are finite number of tickets and a predetermined number of winners and losers.

Typically, tickets are purchased from the pool until no tickets are left. However, to avoid players from having too much knowledge as to the tickets remaining in a pool, the pools may be very large, multiple tickets are often winners rather than just one or just one big winner, and often multiple pools may be open at one time although each pool is always exclusive from the other pools in terms of number of tickets and winners, and payout.

In the electronic or video games of a finite and pari-mutual nature, the game is similar except that non-volatile memory is used to store the pool of pull tabs. Basically, a predetermined pool of pull tabs is defined and then the game is played where players play the pull tabs from the predetermined pool in a random order. Just as in the paper pull tabs, once a pull tab is played, it is removed from the pool.

These finite and pari-mutual games differ significantly from the banked games in that the players are playing against each other only in finite and pari-mutual games. The house knew before play ever began what its take would be once a pool is closed, it just does not know in what order and to whom the winnings will be paid out to. This is in contrast to banked games such as traditional keno where each draw is random, the game may go on infinitely, and the number of winners and amounts of winnings, if any, are unknown.

It is of importance to note that in finite and pari-mutual games the probabilities of winning change as the number of tickets remaining changes since the pool is defined but diminishing in number. For instance, if 100 rounds of traditional keno were played, the odds in each and every round of a specified catch occurring is the same in all 100 rounds. In contrast, the odds get better with each round in a finite and pari-mutual game because the combinations of each of the previous rounds is removed from the potential draw once it has occurred because it may not occur again in that pool.

The key difference between the banked and finite/pari-mutual is that in finite/pari-mutual games the winning tickets were predetermined and thus a player merely has to select the winning ticket, while in banked games, winning is not predetermined but merely by so called "luck", that is having the random draw produce as many matched, called the catch, as possible.

Presently, no finite and pari-mutual type of keno exists.

SUMMARY OF THE INVENTION

Objectives of the invention include providing a finite and para-mutuel type keno game.

An additional objective is to provide a game server with multiple player terminal system to play this finite keno on where the player terminals are slaves to the master game server.

A further objective is to provide such a game which combines the characteristics of traditional keno with the finite pool concept of used in scratch-off lottery and pull tab games.

A related and further objective is to provide such a game which operates in a finite "deal" based format where the game outcomes are predefined based on hits and misses (winners and losers) as opposed to individual numbers drawn.

A still further related objective is to provide such a game using keno type odds but combining the finite format and process of elimination scheme of pull tabs and similar games.

Another objective is to provide such a game which meets all of the gaming regulations of various states and countries which forbid banking games but allow for pari-mutual games.

A still further objective is to provide such a game that require players compete against each other to win from a common pool and are not wagering against the house as the house instead has a predetermined share so long as all of the pool is played.

These and other objectives and advantages of the invention are obtained by the game, and system, method and apparatus for playing the game of the present invention, the general nature of which may be stated as including a system for playing an amusement and entertainment game of finite keno, the system comprising memory for storing a preselected quantity of predetermined outcomes where each outcome is an indicator of a catch, input means through which a player inputs a set of desired numbers for a round of keno, a processor for randomly selecting one the predetermined outcomes from the plurality of predetermined outcomes thereby indicating the catch for the round of keno, a random number generator for randomly selecting numbers from the desired numbers of the player up to the value defined by the catch, and the random number generator for randomly selecting numbers from an overall pool of numbers that are not in the desired numbers until an overall draw is complete. The system further comprising a game server that includes the processor, memory and random number generator therein, and at least one player terminal that includes the input means therein, the player terminal being electrically coupled to the game server. The method of playing an amusement and entertainment game of a finite keno variety comprising defining an outcome pool having a plurality of predetermined outcomes therein where each predetermined outcome is an indicator defining a number of hits for a draw, selecting a plurality of play numbers from a predefined numbers pool thereby defining the spots for a particular draw of finite keno, randomly choosing one of the outcomes from the outcome pool whereby the indicator defines the number of hits for the particular draw, and defining a set of draw numbers for comparison to the play numbers where the quantity of common numbers between the draw numbers and the play numbers is controlled by the indicator. The step of defining a set of draw numbers includes randomly choosing numbers from the plurality of play numbers equal in quantity to the indicator, and randomly choosing numbers other than those in the play numbers until the draw is fully defined.

BRIEF DESCRIPTION OF THE DRAWINGS

Preferred embodiment of the invention, illustrative of the best mode in which applicant has contemplated applying the principles, are set forth in the following description and are shown in the drawings and are particularly and distinctly pointed out and set forth in the appended claims.

FIG. 1 is a block diagram of the overall finite keno system;

FIG. 2 is a block diagram of the player terminals of the finite keno system as shown in FIG. 1; and

FIG. 3 is a block diagram of the game server of the finite keno system as shown in FIG. 1.

FIG. 4 is a flow chart of the game.

Similar numerals refer to similar parts throughout the drawings.

DESCRIPTION OF THE PREFERRED EMBODIMENT

The invention is a finite and pari-mutual form of keno embodied in a video format, a method of playing finite and pari-mutual keno, and a system through which the finite and pari-mutual keno is played. In short, the method of playing finite and pari-mutual keno involves predefining the quantity of winning and losing tickets or draws (that is the number of hits or misses per ticket) whereby after the players chooses their numbers to play, the system randomly choose from this group of tickets rather than randomly choosing draw numbers.

More specifically, prior to any actual playing of keno, the actual number of winning tickets, that is the number of hits and misses on each ticket, and the amount won by each winning ticket is predetermined. Thus, the house knows its profit before the game begins, and thereafter the players are merely playing amongst themselves for the winnings. The only unknown is the order in which the winning tickets will be distributed as a random generator determines this order. Therefore, in contrast to traditional keno (1) where to win the player must choose a subset of numbers from the total pool of numbers which matches the numbers in the draw and (2) where the winners and amounts thereof are completely unknown prior to selection of both the player's subset and the draw, to win in finite and pari-mutual keno a player must merely be playing the game at a time when a winning outcome is chosen by the random generator irregardless of the numbers chosen by that player. Finite keno does not have an actual draw of random draw numbers and instead involves the creation of a draw to match the predetermined number of hits as is described below in detail. The following system is used to perform this process.

In accordance with one of the features of the system the above described method is played on, an improved video keno 20 of a finite and pari-mutual form includes one or more player terminals 21 in electrical communication 22 with a game server 23 as is shown in FIG. 1. Each player terminal 21 as is shown in FIG. 2 includes a means of accepting credit 24 (such as a coin acceptor, a bill acceptor, or a card reader), a means of dispensing prizes 25 (such as a coin hopper, voucher printer, or ticket dispenser), a means of conveying information to the player 26 (typically a video monitor and speakers), and a means of interacting with the player 27 including inputting information into the player terminal (keyboard, mouse, touch pad, or wand and screen prompts).

The game server 23 stores information, performs random number generation, and determines game results. The game server 23 as is shown in FIG. 3 includes a memory device 28, a random number generator 29, and a processor 30 to perform these functions. The game server 23 provides a secure storage device and processor that is remote from tampering.

In accordance with one of the features of the invention, the method of playing the finite and pari-mutual keno on the above described game server and player terminals includes the following general steps: (1) defining the quantity of different spots or picks allowed by the players, that is defining the range of numbers that the player is allowed to choose, (2) defining the various wagers allowed by the players, (3) defining all combinations of spots/picks and wager amounts, (4) for each of the combinations, defining a pool of numerals indicative of the quantity of matching numbers to be created in the draw when that

numeral is randomly selected, (5) providing the game server having the memory device for storing these pools of numerals, (6) providing player terminals electrically connected to the game server, (7) inputting by a player into one of the terminals the following: (a) quantity of spots that player desires for this play and (b) the wager the player desires for this play, (8) inputting by the player into that same player terminal, either just before, during, or just after step 7, the following: (a) the numbers the player wants to play, (b) a payment option into the means of accepting credit, and (c) optionally, whether the player wants to play these same numbers for multiple plays, (9) displaying the player's numbers and any other desired information on the player terminal (such other information may include current credit, amount of current wager, quantity of picks or spots, odds and/or jackpot for number of matches, etc.), (10) submitting these numbers to the game server, (11) random selecting by the random number generator of a numeral from the pool indicating the quantity of matching numbers to be created in the draw, (12) creating by the processor of a draw that meets the numeral requirement as to the quantity of matches between the player's numbers and the draw, (13) removing that numeral from the pool once used, (14) displaying the draw on the player terminal and optionally showing matches, (15) providing winnings if any, and (16) repeating steps 7 to 14 until one or more of the pools of numerals is used up, and (17) repeating some or all of steps 1 to 4 to replace said used up pools.

The cumulation of the above described steps on the above described system of the game server and player terminals is finite and pari-mutual keno. Each of these steps is described below in more detail. In contrast to standard keno as described above in the background where players choose their numbers and the house independently chooses a draw of numbers and sufficient quantities of matching numbers results in winnings, finite and pari-mutual keno relies on a finite pool of predetermined hits and misses coupled into winning and losing "tickets" or numerals.

As indicated above as step 4, initially a finite pool or deal of outcomes must be defined (if only one quantity of spots and wager is being played, steps 1 to 3 are skipped). This finite pool replaces the actual draw in traditional keno. In actuality it is this finite pool that the players are wagering against rather than the draw as in traditional keno.

In a most simplistic example, the players would be required to select a predetermined number of spots or picks and would have to wager a set amount (for example all players would have to pick 5 numbers and wager \$1.00); however, players desire more variety. For this reason, players are allowed to choose the number of spots and wager amounts within predetermined guidelines or ranges (typically 2 to 10 spots and wager choices of 25.cent., 50.cent., 75.cent., \$1.00, etc. up to a maximum such as \$5.00). Since the choice of number of spots and wager adds variables to the game, we are required to add finite pools because the additional variables would remove the finiteness from each pool if different spots and wagers were to come from the same pool. For this reason, multiple finite pools are required as specified in step 4 based upon the combination total of step 3.

Each finite pool or deal of outcomes is basically a pool of a predetermined fixed number of "tickets", also referred to as cards. Think of each ticket or card as a pull tab card. The number of hits and misses are already known on each pull tab card, but just covered up. In this video keno, each "ticket" in the pool is a numeral indicative of the number of hits (or misses). Thus, each finite pool is merely a plurality of numbers indicative of hits.

Therefore, as briefly described above as steps 1-4, prior to providing player terminals, the house decides how many winners and how much money (what percentage of the pot) it is going to distribute in winnings. The house then also decides the range of spots or picks to allow for the players (as indicated above, this is generally 2-10 although other variations are sometimes used such as 2-15 and 2-20), and the range of wagers to allow.

As indicated at step 4, finite pools are then created for each and every combination of spots and wagers possible. Generally, keno is played in the range of 2-10 spots although other ranges are perfectly acceptable and well within the invention as described herein. Since different numbers of spots are contemplated, a finite pool is defined for each spot, that is one pool for a two spot game, another pool for a three spot game, a third pool for a four spot game, and so forth.

Each finite pool or deal is created with the house specifications in mind as to number of desired winners, total percentage of take in to be paid out, the probability tables for winning (the payout tables), and the spot and wager amount specified. The finite pool or deal is essentially a predetermined group of numbers of a finite amount equating to hits or matches desired, often referred to as the catch, and the group is specific for a certain spot or pick and wager amount. This finite pool or deal is a plurality of outcomes predefined before the game of keno is started. In this video embodiment, these pools are defined and/or stored in non-volatile computer memory, such as Read Only Memory (ROM), in the memory area 28.

After these finite pools of outcomes have been defined, one or more players may play this finite and pari-mutual keno. Each player selects the number of spots or picks that it intends to pick. This selection determines which of the finite pools that player will play for that round.

After the number of spots has been chosen, each player selects its own numbers from the predefined numbers pool. These numbers are that players play numbers. Generally, this pool is the numerals 1-80 although other sets are contemplated and just as easily used. That player must also select its wager.

That player then selects the play feature on the video machine. This play feature causes a random generator to randomly select one of outcomes, that is one of the numerals indicative of number of hits, from the finite pool of outcomes that corresponds to the number of spots that player chose. That outcome is never returned to the pool so the pool is now one outcome smaller.

The selected outcome is a numeral ranging from zero to the number of spots that player chose for this particular round. Once the selected outcome is correlated to a particular round and player, a plurality of draw numbers are created. None, some, or all of these draw numbers may be the same as the play numbers depending upon the numeral provided by the outcome. Specifically, the quantity of identical numbers, or hits, between the draw and play numbers will be that of the numeral provided by the outcome.

In accordance with one of the main features of the invention, the predetermined outcomes replace the number drawing step of traditional keno. Instead of focusing on the random draw of numbers as in traditional keno, the focus is the random selection of one of the predetermined outcomes which are numerals indicative of desired number of hits, or the catch, for that round.

Step 12 then occurs where the processor creates a draw that includes this number of hits, or catch. Basically, the processor reads the numeral indicative of hits and performs two random generating sub-steps therefrom. The first sub-step is to randomly choose numbers from the player's numbers so that the number of hits required by the numeral randomly chosen in step 11 is as desired. The second sub-step is to select the remaining quantity of numbers needed to fill the draw by randomly selected from the group of numbers not chosen by the player.

The draw is then displayed along with other desired information such as the number of hits or catch, the numbers that were hit, winnings, etc. The playing steps, that is steps 7 to 14 or 15, are then repeated until the finite quantity of numbers in the pools are diminished to zero. After one of the finite pools is depleted, a new finite pool is defined and replace it and play resumes.

The finite keno game may be played within many parameters including that of traditional keno where (1) the overall number pool is the numerals 1-80, (2) the range of picks or spots is generally between 2-10, although it may also be 2-15 or 2-20, and (3) the potential number of hits, also referred to as the catch, is from zero to the number of picks or spots. However, as indicated above, finite keno is different in that rather than including a draw step where typically twenty numbers are selected and then compared to each player's spots, a random outcome is chosen from a plurality of outcomes. This random outcome defines the quantity of the catch, and draw numbers are randomly created to fulfill this catch.

For instance, the following example will demonstrate the above defined sequence of the present invention. In this example, it is assumed that the number pool is 1-80 and the pick range is from 2-10 as are often common in keno. Prior to playing any keno, nine different finite pools are created as one is needed for each different spot or pick range. Specifically, a first finite pool is defined for any two spot games, a second finite pool is defined for any three spot games, a third finite pool is defined for any four spot games, a fourth finite pool is defined for any five spot games, and so on until nine finite pools are defined for 2-10 spot games.

Each finite pool contains a predetermined plurality of outcomes. These outcomes are numerals or other indicia indicative of a number between zero and the maximum number of spots available in that particular finite pool. This indicia is basically indicative of the number of hits, or the catch. As a result, the total number of winners is thus predefined. As indicated above this predefining is done to meet all federal, state and local regulations as well as the house's interests.

For instance, if each pool was predetermined to include ten outcomes and it was decided that three should be winners (and the total amount of winnings to be distributed was to be 90%) then the indicia would be defined therefrom. Since each outcome is deemed of a set wager, for example \$1, (other pools are required for other wager amounts) and ten outcomes exist and thus ten rounds, then \$10 would be the total dollar amount to be wagered of which \$9 would be paid out in winnings. The outcomes are then set as seven outcomes of zero (or one or more so long as no payout is associated with this few of hits) for no hits, and three outcomes of a number of hits sufficient to pay out where the odds are correlated with the number of hits such that total payout equals \$9. One example would be if 3 hits out of 5 paid 3:1, then three different players in the ten rounds would receive three correct draw numbers. A second example would be if 4 hits out of 5 paid 5:1 while 2 hits out of 5 paid 2:1 then one player in the ten rounds would receive four correct draw numbers and two others would receive two correct draw numbers each.

A first player activates a first video finite keno machine and is asked how many spots it wants to play. The player responds with a number from between 2 and 10 as the number of available spots is a predefined variable. By selecting the number of spots, a particular finite pool is chosen. For instance, the first player chooses to play a five spot game and thus the fourth finite pool is chosen. All of the finite pools are independently separate such that a selection from one pool has no bearing on any of the other pools.

The first player then chooses five numbers, referred to as the play numbers, from the total number pool, in this case 1-80. In the version described in this example, no wager selection is needed as all wagers are \$1. (If the player was playing multiple wagers choices, then the player would have had to chose a wager prior to activation of one of the finite pools).

The first player then activates the random outcome generator. A random generator of any kind as is well known in the art then randomly chooses one of the plurality of outcomes. A numeral is associated with this outcome and may be from 0 to 5 in this example as 5 is the maximum number of spots. This

numeral was predetermined before the game ever began but it was unknown what order the numeral would be distributed in. In this example, the numeral randomly drawn is three.

This numeral, in this example three, is then used by the game server to create a set of draw numbers to compare with the first player's set of play numbers. The numeral indicates to the number generator associated with the keno machine how many draw numbers should match the play numbers.

As in traditional keno, the quantity of numbers in the draw may be either the amount of the spot, or some number greater. Often in traditional keno, the quantity of draw numbers are 20 while the quantity of player picks is from 2 to 10, or 2 to 15. Again for sake of explanation, we shall assume standard 20 number draw for this example.

Since the player pick was eight and the random numeral drawn was five, the processor must create a draw having five of the player's eight picks therein. The processor, again using a random number generator, randomly chooses five of the player's eight numbers. In addition, the processor, again using the random number generator, randomly chooses thirteen of the remaining numbers (the numbers not chosen by the player from the overall 1-80 pool).

The video terminal then displays the draw numbers. The terminal also displays winnings and allows the first player to observe whether any of its play numbers match any of the draw numbers.

This first player may then play again, in effect as a second player. Also, other players may also be playing on other terminals simultaneous with the first player. However, once each outcome is used, that outcome is removed from the pool of outcomes thereby diminishing the overall pool. It is in this way that the players play against each other and not the house as the houses' portion is predetermined so long as all outcomes are played.

After all outcomes have been played, the pool of outcomes may be reused, although always in a different order as the outcomes are randomly chosen from the pool, or a new pool of outcomes may replace it.

Accordingly, the finite and pari-mutual keno game achieves all the enumerated objectives, provides for eliminating difficulties encountered with prior games, and solves problems and obtains new results in the art.

In the foregoing description, certain terms have been used for brevity, clearness and understanding; but no unnecessary limitations are to be implied therefrom beyond the requirement of the prior art, because such terms are used for descriptive purposes and are intended to be broadly construed.

Moreover, the description and illustration of the invention is by way of example, and the scope of the invention is not limited to the exact details shown or described.

Having now described the features, discoveries and principles of the invention, the manner in which the finite and pari-mutual keno game is constructed and used, the characteristics of the construction, and the advantageous, new and useful results obtained; the new and useful structures, devices, elements, arrangements, parts and combinations, are set forth in the appended claims.

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60/578,454 Method of playing a game of war

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Bibliographic Data

Application Number:	60/578,454	Customer Number:	-
Filing or 371 (c) Date:	06-09-2004	Status:	Provisic Expired
Application Type:	Provisional	Status Date:	06-12-;
Examiner Name:	-	Location:	ELECTR
Group Art Unit:	-	Location Date:	-
Confirmation Number:	6750	Earliest Publication No:	-
Attorney Docket Number:	1579032US1AV	Earliest Publication Date:	-
Class / Subclass:	-	Patent Number:	-
First Named Inventor:	Tammy Wilson , Lawrenceville, GA (US)	Issue Date of Patent:	-

Title of Invention: Method of playing a game of war

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11/122,957 Method of playing a game of war

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Bibliographic Data

Application Number:	11/122,957	Customer Number:	-
Filing or 371 (c) Date:	05-05-2005	Status:	Non Fin Mailed
Application Type:	Utility	Status Date:	02-06-;
Examiner Name:	COLLINS, DOLORES R	Location:	ELECTR
Group Art Unit:	3711	Location Date:	-
Confirmation Number:	6768	Earliest Publication No:	US 200
Attorney Docket Number:	1579032US2AP	Earliest Publication Date:	12-15-;
Class / Subclass:	273/292	Patent Number:	-
First Named Inventor:	Tammy Wilson , Lawrenceville, GA	Issue Date of Patent:	-

Title of Invention: Method of playing a game of war

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Filing or 371 (c) Date:	05-05-2005	Status:	Non Final Action Mailed
Application Type:	Utility	Status Date:	02-06-2008
Examiner Name:	COLLINS, DOLORES R	Location:	ELECTRONIC
Group Art Unit:	3711	Location Date:	-
Confirmation Number:	6768	Earliest Publication No.:	US 2005-0275167 A1
Attorney Docket Number:	1579032US2AP	Earliest Publication Date:	12-15-2005
Class / Subclass:	273/292	Patent Number:	-
First Named Inventor:	Tammy Wilson , Lawrenceville, GA	Issue Date of Patent:	-
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Bibliographic Data

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Application Number: 10/923,350

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Patent Guidance and General Info

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Status: Non Final Action Mailed

Codes, Rules & Manuals

Application Type: Utility

Status Date: 03-17-2008

Patent Searches

Examiner Name: CHERIYAN JR, THOMAS K

Location: ELECTRONIC

Patent Official Gazette

Group Art Unit: 3714

Location Date: -

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Confirmation Number: 4939

Earliest Publication No: US 2005-0277457 A1

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Attorney Docket Number: 1579033US2AP

Earliest Publication Date: 12-15-2005

Other

Class / Subclass: 463/012

Patent Number: -

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First Named Inventor: Tammy Wilson, Lawrenceville, GA

Issue Date of Patent: -

Title of Invention:

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Filing or 371 (c) Date:	08-20-2004	Status:	N
Application Type:	Utility	Status Date:	0
Examiner Name:	CHERIYAN JR, THOMAS K	Location:	E
Group Art Unit:	3714	Location Date:	-
Confirmation Number:	4939	Earliest Publication No:	U
Attorney Docket Number:	1579033US2AP	Earliest Publication Date:	1
Class / Subclass:	463/012	Patent Number:	-
First Named Inventor:	Tammy Wilson , Lawrenceville, GA	Issue Date of Patent:	-

Title of Invention: Method of playing a gaming machine play

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First Named Inventor: Tammy Wilson, Lawrenceville, GA

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ASSIGNOR:
WILSON, TAMMY L.

DOC DATE: 07/29/2004

ASSIGNEE:
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1826 DOAN WAY, SUITE B
NORCROSS, GEORGIA 30093

SERIAL NUMBER: 10923350

FILING DATE: 08/20/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: METHOD OF PLAYING A GAMING MACHINE FEATURING INTERRUPTIBLE PLAY

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IN CONSIDERATION of the sum of One Dollar (1.00), and of other good and valuable consideration paid to the undersigned Assignor, by the Assignee, **VISION GAMING & TECHNOLOGY, INC.**, a corporation organized under the laws of the State of Georgia, having a business address of **1826 Doan Way, Suite B, Norcross, GA 30093**, receipt whereof is hereby acknowledged, the undersigned Assignor by these presents does hereby sell, assign, transfer and set over and have sold, assigned, transferred and set over unto the said Assignee the entire right, title and interest in and to the invention or improvement in **METHOD OF PLAYING A GAMING MACHINE FEATURING INTERRUPTIBLE PLAY** said invention being fully described and/or claimed in the application for Letters Patent of the United States of America, executed this date, in and for the United States and all foreign countries, the same to be held and enjoyed by said Assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

AND SAID ASSIGNEE IS HEREBY AUTHORIZED to make application for and to receive Letters Patent for said invention in any of said countries at its election.

AND BY THIS COVENANT the undersigned Assignor will execute or procure any further necessary assurance of title to said invention and Letters Patent; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in said Assignee, its successors, assigns or other legal representatives, and, upon the request and at the expense of said Assignee, will execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor, and will make all rightful oaths and do all lawful acts requisite for

procuring the same or for aiding therein, without further compensation, but at the expense of said Assignee, its successors, assigns or other legal representatives.

AND THE COMMISSIONER of Patents is hereby authorized and requested to issue any and all Letters Patent of the United States for said invention, to said Assignee.

SIGNED and sealed this 29th day of July, 2004.

WITNESS:

Mare Persson

Tammy L. Wilson
Assignor: **Tammy L. Wilson**

SAND & SEBOLT
Aegis Tower, Suite 1100
4940 Munson St. NW
Canton, Ohio 44718
Telephone (330) 244-1174
Facsimile (330) 244-1173
Attorney Docket: 1579033US2AP



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11/502,126 **Method of using a win enhancer requiring player involvement**

Select New Case	Application Data	Transaction History	Image File Wrapper	Published Documents	Address & Attorney/Agent
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Bibliographic Data

Application Number:	11/502,126	Customer Number:	-
Filing or 371 (c) Date:	08-10-2006	Status:	Docketed Ready for
Application Type:	Utility	Status Date:	02-25-2007
Examiner Name:	THAI, XUAN MARIAN	Location:	ELECTR
Group Art Unit:	3714	Location Date:	-
Confirmation Number:	7990	Earliest Publication No:	US 200
Attorney Docket Number:	1579037US1AP	Earliest Publication Date:	02-21-2007
Class / Subclass:	463/013	Patent Number:	-
First Named Inventor:	Tammy Wilson , Lawrenceville, GA (US)	Issue Date of Patent:	-

Title of Invention: **Method of using a win enhancer requiring player involvement**

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11/502,126

Method of using a win enhancer requiring player involvement



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Bibliographic Data

- Patent Information
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- Codes, Rules & Manuals
- Employee & Office Directories
- Resources & Public Notices

Application Number: 11/502,126

Customer Number: -

Filing or 371 (c) Date: 08-10-2006

Status: Docketed New Case - Ready for Examination

Application Type: Utility

Status Date: 02-25-2007

Examiner Name: THAI, XUAN MARIAN

Location: ELECTRONIC

Group Art Unit: 3714

Location Date: -

Confirmation Number: 7990

Earliest Publication No: US 2008-0045329 A1

Attorney Docket Number: 1579037US1AP

Earliest Publication Date: 02-21-2008

Class / Subclass: 463/013

Patent Number: -

First Named Inventor: Tammy Wilson, Lawrenceville, GA (US)

Issue Date of Patent: -

Title of Invention:

Method of using a win enhancer requiring player involvement

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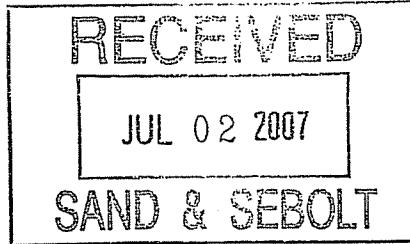
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APPL NO.	FILING OR 371(c) DATE	ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	TOT CLMS	IND CLMS
11/809,176	05/30/2007	3714	650	1579070US1AP	26	1

CONFIRMATION NO. 7261

 27542
 SAND & SEBOLT
 AEGIS TOWER, SUITE 1100
 4940 MUNSON STREET, NW
 CANTON, OH 44718-3615


FILING RECEIPT



OC000000024594140

Date Mailed: 06/28/2007

Receipt is acknowledged of this regular Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please mail to the Commissioner for Patents P.O. Box 1450 Alexandria Va 22313-1450. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).

Applicant(s)

Tammy L. Wilson, Lawrenceville, GA;

Assignment For Published Patent Application

Vision Gaming & Technology, Inc., Duluth, GA

Power of Attorney: The patent practitioners associated with Customer Number 000027542.

Domestic Priority data as claimed by applicant

Foreign Applications

If Required, Foreign Filing License Granted: 06/28/2007

The country code and number of your priority application, to be used for filing abroad under the Paris Convention, is **US11/809,176**

Projected Publication Date: 12/04/2008

Non-Publication Request: No

Early Publication Request: No

**** SMALL ENTITY ******Title**

Gaming machine having combinable paylines

Preliminary Class

463

PROTECTING YOUR INVENTION OUTSIDE THE UNITED STATES

Since the rights granted by a U.S. patent extend only throughout the territory of the United States and have no effect in a foreign country, an inventor who wishes patent protection in another country must apply for a patent in a specific country or in regional patent offices. Applicants may wish to consider the filing of an international application under the Patent Cooperation Treaty (PCT). An international (PCT) application generally has the same effect as a regular national patent application in each PCT-member country. The PCT process **simplifies** the filing of patent applications on the same invention in member countries, but **does not result** in a grant of "an international patent" and does not eliminate the need of applicants to file additional documents and fees in countries where patent protection is desired.

Almost every country has its own patent law, and a person desiring a patent in a particular country must make an application for patent in that country in accordance with its particular laws. Since the laws of many countries differ in various respects from the patent law of the United States, applicants are advised to seek guidance from specific foreign countries to ensure that patent rights are not lost prematurely.

Applicants also are advised that in the case of inventions made in the United States, the Director of the USPTO must issue a license before applicants can apply for a patent in a foreign country. The filing of a U.S. patent application serves as a request for a foreign filing license. The application's filing receipt contains further information and guidance as to the status of applicant's license for foreign filing.

Applicants may wish to consult the USPTO booklet, "General Information Concerning Patents" (specifically, the section entitled "Treaties and Foreign Patents") for more information on timeframes and deadlines for filing foreign patent applications. The guide is available either by contacting the USPTO Contact Center at 800-786-9199, or it can be viewed on the USPTO website at <http://www.uspto.gov/web/offices/pac/doc/general/index.html>.

For information on preventing theft of your intellectual property (patents, trademarks and copyrights), you may wish to consult the U.S. Government website, <http://www.stopfakes.gov>. Part of a Department of Commerce initiative, this website includes self-help "toolkits" giving innovators guidance on how to protect intellectual property in specific countries such as China, Korea and Mexico. For questions regarding patent enforcement issues, applicants may call the U.S. Government hotline at 1-866-999-HALT (1-866-999-4158).

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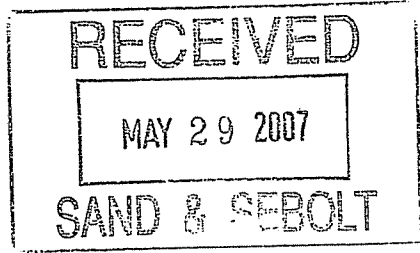
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APPL NO.	FILING OR 371(c) DATE	ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	TOT CLMS	IND CLMS
11/799,721	05/02/2007	3714	500	1579073US1AP	20	1

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CONFIRMATION NO. 6204

FILING RECEIPT



OC000000024061883

Date Mailed: 05/29/2007

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Applicant(s)

Tammy L. Wilson, Lawrenceville, GA;

Assignment For Published Patent Application

Vision Gaming & Technology, Inc., Duluth, GA

Power of Attorney: The patent practitioners associated with Customer Number 000027542.**Domestic Priority data as claimed by applicant****Foreign Applications****If Required, Foreign Filing License Granted:** 05/24/2007

The country code and number of your priority application, to be used for filing abroad under the Paris Convention, is **US11/799,721**

Projected Publication Date: 11/06/2008**Non-Publication Request:** No**Early Publication Request:** No

**** SMALL ENTITY ******Title**

Gaming machine utilizing distinctive paylines

Preliminary Class

463

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PATENT APPLICATION

Express Mail No.

DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION	ATTORNEY DOCKET NO. <u>1579073US1BP</u>
---	--

As a below named inventor, I hereby declare that:

My residence/post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

GAMING MACHINE UTILIZING HIDDEN AND SHADOW SYMBOLS

the specification of which is attached hereto unless the following box is checked:

was filed on _____ as US Application Serial No. or PCT International Application Number _____ and was amended on _____ (if applicable).

I hereby state that I have reviewed and understood the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose all information which is material to patentability as defined in 37 CFR 1.56.

Foreign Application(s) and/or Claim of Foreign Priority

I hereby claim foreign priority benefits under Title 35, United States Code Section 119 of any foreign application(s) for patent or inventor(s) certificate listed below and have also identified below any foreign application for patent or inventor(s) certificate having a filing date before that of the application on which priority is claimed:

COUNTRY	APPLICATION NUMBER	DATE FILED	PRIORITY CLAIMED UNDER 35 U.S.C. 119
			YES: ___ NO: ___
			YES: ___ NO: ___

Provisional Application

I hereby claim the benefit under Title 35, United States Code Section 119(e) of any United States provisional application(s) listed below:

APPLICATION SERIAL NUMBER	FILING DATE

U.S. Priority Claim

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

APPLICATION SERIAL NUMBER	FILING DATE	STATUS(patented/pending/abandoned)
11/799,721	5/2/2007	Pending

POWER OF ATTORNEY:

As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) listed below to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Joseph A. Sebolt, Reg. No. 35,352
 Clay H. Cunningham, Reg. No. 51,150
 Fiona H. Ferguson, Reg. No. 52,885

All of:

SAND & SEBOLT Customer Number 000027542
 Aegis Tower, Suite 1100
 4940 Munson St., NW
 Canton, OH 44718-3615

Express Mail No.
Docket No. 1579073US1BP

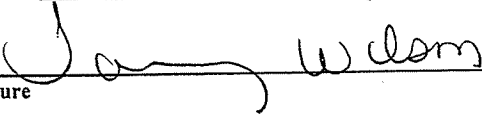
Send Correspondence to:	Direct Telephone Calls To:
Joseph A. Sebolt SAND & SEBOLT Aegis Tower, Suite 1100 4940 Munson Street, NW Canton, OH 44718-3615	Joseph A. Sebolt 330-244-1174

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Inventor: Tammy L. Wilson Citizenship: US

Residence: 864 Sunnyfield Lane, Lawrenceville, GA US 30043

Post Office Address: Same


Inventor's Signature

1/2/08
Date



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APPLICATION NUMBER	FILING OR 371(C) DATE	FIRST NAMED APPLICANT	ATTY. DOCKET NO./TITLE
11/985,313	11/14/2007	Tammy L. Wilson	1579073US1BP

CONFIRMATION NO. 7152

FORMALITIES LETTER



27542

 SAND & SEBOLT
 AEGIS TOWER, SUITE 1100
 4940 MUNSON STREET, NW
 CANTON, OH 44718-3615

Date Mailed: 12/12/2007

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted
Items Required To Avoid Abandonment:

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is missing.

A properly signed oath or declaration in compliance with 37 CFR 1.63, identifying the application by the above Application Number and Filing Date, is required.

Note: If a petition under 37 CFR 1.47 is being filed, an oath or declaration in compliance with 37 CFR 1.63 signed by all available joint inventors, or if no inventor is available by a party with sufficient proprietary interest, is required.

The applicant needs to satisfy supplemental fees problems indicated below.

The required item(s) identified below must be timely submitted to avoid abandonment:

- To avoid abandonment, a surcharge (for late submission of filing fee, search fee, examination fee or oath or declaration) as set forth in 37 CFR 1.16(f) of \$65 for a small entity in compliance with 37 CFR 1.27, must be submitted with the missing items identified in this notice.

SUMMARY OF FEES DUE:

Total additional fee(s) required for this application is \$65 for a small entity

- \$65 Surcharge.

granted therefor, and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of said Assignee, its successors, assigns or other legal representatives.

AND THE COMMISSIONER of Patents is hereby authorized and requested to issue any and all Letters Patent of the United States for said invention, to said Assignee.

WITNESS:

Shane Supra Tammy Wilson
Assignor: Tammy L. Wilson

Date 1 / 2 / 08

State of

County of

SWORN to and subscribed to before me this 2nd day of January, 2007.

SEAL

Misty Davis
NOTARY PUBLIC Exp. 9-27-10

SAND & SEBOLT
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4940 Munson Street, NW, Suite 1100
Canton, Ohio 44718-3615
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Facsimile (330) 244-1173
CHC/sam
Attorney Docket: 1579073US1BP


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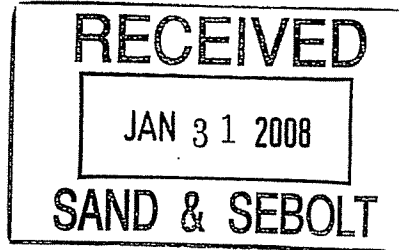
APPLICATION NUMBER	FILING or 371(c) DATE	GRP ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	TOT CLAIMS	IND CLAIMS
11/985,313	11/14/2007	3714	580	1579073USIBP	20	1

CONFIRMATION NO. 7152

UPDATED FILING RECEIPT



Date Mailed: 01/29/2008

 27542
 SAND & SEBOLT
 AEGIS TOWER, SUITE 1100
 4940 MUNSON STREET, NW
 CANTON, OH 44718-3615


Receipt is acknowledged of this non-provisional patent application. The application will be taken up for examination in due course. Applicant will be notified as to the results of the examination. Any correspondence concerning the application must include the following identification information: the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. **If an error is noted on this Filing Receipt, please write to the Office of Initial Patent Examination's Filing Receipt Corrections. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections**

Applicant(s)

Tammy L. Wilson, Lawrenceville, GA; ✓

Power of Attorney:

 Joseph Sebolt--35352
 Clay Cunningham--51150
 Fiona Ferguson--52885

Domestic Priority data as claimed by applicant

This application is a CIP of 11/799,721 05/02/2007 ✓

Foreign Applications

If Required, Foreign Filing License Granted: 12/05/2007

 The country code and number of your priority application, to be used for filing abroad under the Paris Convention, is **US 11/985,313**

Projected Publication Date: 11/06/2008

Non-Publication Request: No

Early Publication Request: No

** SMALL ENTITY **

Title

Gaming machine utilizing hidden and shadow symbols

Preliminary Class

463

PROTECTING YOUR INVENTION OUTSIDE THE UNITED STATES

Since the rights granted by a U.S. patent extend only throughout the territory of the United States and have no effect in a foreign country, an inventor who wishes patent protection in another country must apply for a patent in a specific country or in regional patent offices. Applicants may wish to consider the filing of an international application under the Patent Cooperation Treaty (PCT). An international (PCT) application generally has the same effect as a regular national patent application in each PCT-member country. The PCT process **simplifies** the filing of patent applications on the same invention in member countries, but **does not result** in a grant of "an international patent" and does not eliminate the need of applicants to file additional documents and fees in countries where patent protection is desired.

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Applicants may wish to consult the USPTO booklet, "General Information Concerning Patents" (specifically, the section entitled "Treaties and Foreign Patents") for more information on timeframes and deadlines for filing foreign patent applications. The guide is available either by contacting the USPTO Contact Center at 800-786-9199, or it can be viewed on the USPTO website at <http://www.uspto.gov/web/offices/pac/doc/general/index.html>.

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Word Mark	53 CARD POKER
Goods and Services	IC 009. US 021 023 026 036 038. G & S: GAMING MACHINES AND SOFTWARE FOR USE WITH GAMING MACHINES
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	21.01.01 - Cards, playing; Cards, tarot; Fortune telling cards; Playing cards 26.03.21 - Ovals that are completely or partially shaded 26.03.28 - Miscellaneous designs with overall oval shape, including amoeba-like shapes and irregular ovals; Oval shape (miscellaneous overall shape)
Serial Number	77146182
Filing Date	April 2, 2007
Current Filing Basis	1B
Original Filing Basis	1B
Published for Opposition	September 11, 2007
Owner	(APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 2055 Boggs Road Duluth GEORGIA 300964690
Attorney of Record	Joseph A. Sebolt
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "53 CARD POKER" APART FROM THE MARK AS SHOWN
Description of Mark	Color is not claimed as a feature of the mark.
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Word Mark B-BALL KENO

Goods and Services IC 009. US 021 023 026 036 038. G & S: GAMING MACHINES AND SOFTWARE FOR USE WITH GAMING MACHINES

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 21.03.01 - Balls including playground balls, beach balls, billiard balls, tennis balls, bingo balls and lottery balls; Beach balls; Billiard balls; Bingo balls; Lottery balls; Paddle balls; Playground balls; Table tennis balls; Tennis balls
26.01.12 - Circles with bars, bands and lines

Serial Number 77146131

Filing Date April 2, 2007

Current Filing Basis 1B

Original Filing Basis 1B

Owner (APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 2055 Boggs Road Duluth GEORGIA 300964690

Attorney of Record Joseph A. Sebolt

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE KENO APART FROM THE MARK AS SHOWN

Description of Mark Color is not claimed as a feature of the mark. The mark consists of the words B-BALL KENO inside of a circle with lines.

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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BOUNTIFUL BONUS

Word Mark	BOUNTIFUL BONUS
Goods and Services	IC 009. US 021 023 026 036 038. G & S: GAMING MACHINES AND SOFTWARE FOR USE ON GAMING MACHINES
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	78668676
Filing Date	July 12, 2005
Current Filing Basis	1B
Original Filing Basis	1B
Published for Opposition	March 21, 2006
Owner	(APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 2055 Boggs Rd Duluth GEORGIA 30096
Attorney of Record	Joseph A. Sebolt
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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BU\$H BUCK\$

Word Mark BU\$H BUCK\$

Goods and Services IC 009. US 021 023 026 036 038. G & S: GAMING MACHINES AND GAMES FOR USE ON GAMING MACHINES. FIRST USE: 20041001. FIRST USE IN COMMERCE: 20041001

Mark Drawing Code (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

Trademark Search Facility Classification Code CURRENCY Includes Dollar, Cent, and Pound marks SHAPES-MISC Miscellaneous shaped designs

Serial Number 78261568

Filing Date June 12, 2003

Current Filing Basis 1A

Original Filing Basis 1B

Published for Opposition September 21, 2004

Registration Number 3392712

Registration Date March 4, 2008

Owner (REGISTRANT) VISION GAMING & TECHNOLOGY, INC. CORPORATION GEORGIA 1826 Doan Way, Suite B Norcross GEORGIA 30093

Attorney of Record Joseph A. Sebolt
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Color Me Green!

Word Mark COLOR ME GREEN!
Goods and Services IC 009. US 021 023 026 036 038. G & S: Computer game software; Computer software and firmware for games of chance on any computerized platform, including dedicated gaming consoles, video based slot machines, reel based slot machines, and video lottery terminals. FIRST USE: 20070901. FIRST USE IN COMMERCE: 20070901
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77313146
Filing Date October 25, 2007
Current Filing Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 2055 Boggs Rd. Duluth GEORGIA 30096
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark	GOLD ROW BONUS
Goods and Services	(CANCELLED) IC 009. US 021 023 026 036 038. G & S: electronic gambling machines, namely, video gaming machines. FIRST USE: 19970800. FIRST USE IN COMMERCE: 19970800
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75265275
Filing Date	March 27, 1997
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	March 3, 1998
Registration Number	2232793
Registration Date	March 16, 1999
Owner	(REGISTRANT) LEISURE TIME TECHNOLOGY CORPORATION GEORGIA 5825 Peachtree Corners East Norcross GEORGIA 30092
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	JOSEPH A SEBOLT
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BONUS" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	DEAD
Cancellation Date	December 24, 2005

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GOOFY GOPHERS!

Word Mark	GOOFY GOPHERS!
Goods and Services	IC 009. US 021 023 026 036 038. G & S: GAMING MACHINES AND SOFTWARE FOR USE WITH GAMING MACHINES
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77147091
Filing Date	April 3, 2007
Current Filing Basis	1B
Original Filing Basis	1B
Published for Opposition	March 4, 2008
Owner	(APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 2055 Boggs Road Duluth GEORGIA 300964690
Attorney of Record	Joseph A. Sebolt
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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JAZZ PLAYER

Word Mark	JAZZ PLAYER
Goods and Services	IC 009. US 021 023 026 036 038. G & S: GAMING MACHINES AND SOFTWARE FOR USE THEREWITH
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77154095
Filing Date	April 11, 2007
Current Filing Basis	1B
Original Filing Basis	1B
Owner	(APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 2055 Boggs Road Duluth GEORGIA 300964690
Attorney of Record	Joseph A. Sebolt
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Typed Drawing

Word Mark	KENO GOLD
Goods and Services	(ABANDONED) IC 009. US 021 023 026 036 038. G & S: Electronic gambling machines, namely, video gaming machines
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75702420
Filing Date	May 11, 1999
Current Filing Basis	1B
Original Filing Basis	1B
Owner	(APPLICANT) Leisure Time Casinos & Resorts, Inc. CORPORATION GEORGIA 4258 Communications Drive Norcross GEORGIA 30093
Attorney of Record	Robert H. G. Lockwood
Prior Registrations	2071746;2071747;2199400;2199401;AND OTHERS
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "KENO" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	DEAD
Abandonment Date	January 19, 2001

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KING OF THE RING

Word Mark	KING OF THE RING
Goods and Services	IC 009. US 021 023 026 036 038. G & S: GAMING SOFTWARE FOR USE ON DEDICATED GAMING EQUIPMENT DIRECTED TO CASINOS AND OTHER GAMING ESTABLISHMENTS
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77126464
Filing Date	March 9, 2007
Current Filing Basis	1B
Original Filing Basis	1B
Published for Opposition	July 31, 2007
Owner	(APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 2055 Boggs Road Duluth GEORGIA 300964690
Attorney of Record	Joseph A. Sebolt
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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MYSTIC WILD CARD

Word Mark	MYSTIC WILD CARD
Goods and Services	IC 009. US 021 023 026 036 038. G & S: GAMING MACHINES AND SOFTWARE FOR USE ON GAMING MACHINES
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	78821404
Filing Date	February 23, 2006
Current Filing Basis	1B
Original Filing Basis	1B
Published for Opposition	November 27, 2007
Owner	(APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 1826 Doan Way Suite B Norcross GEORGIA 30093
Attorney of Record	Joseph A. Sebolt
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "WILD CARD" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Typed Drawing

Word Mark **PIGGIES WILD**
 Goods and Services IC 009. US 021 023 026 036 038. G & S: GAMING MACHINES AND VIDEO GAME SOFTWARE FOR USE WITH GAMING MACHINES. FIRST USE: 20040123. FIRST USE IN COMMERCE: 20040123

Mark Drawing Code (1) TYPED DRAWING

Serial Number 76517552

Filing Date May 27, 2003

Current Filing Basis 1A

Original Filing Basis 1B

Published for Opposition February 24, 2004

Registration Number 2985840

Registration Date August 16, 2005

Owner (REGISTRANT) VISION GAMING & TECHNOLOGY, INC. CORPORATION GEORGIA 1826 Doan Way, Suite B Norcross GEORGIA 30093

Attorney of Record JOSEPH A. SEBOLT

Type of Mark TRADEMARK

Register PRINCIPAL

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Typed Drawing

Word Mark	PIGGIES WILD
Goods and Services	IC 009. US 021 023 026 036 038. G & S: GAMING MACHINES AND VIDEO GAME SOFTWARE FOR USE WITH GAMING MACHINES. FIRST USE: 20040123. FIRST USE IN COMMERCE: 20040123
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76517552
Filing Date	May 27, 2003
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	February 24, 2004
Registration Number	2985840
Registration Date	August 16, 2005
Owner	(REGISTRANT) VISION GAMING & TECHNOLOGY, INC. CORPORATION GEORGIA 1826 Doan Way, Suite B Norcross GEORGIA 30093
Attorney of Record	JOSEPH A. SEBOLT
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Typed Drawing

Word Mark **POKER PLUS**

Goods and Services (ABANDONED) IC 009. US 021 023 026 036 038. G & S: Electronic gambling machines, namely, video gaming machines

Mark Drawing Code (1) TYPED DRAWING

Serial Number 75702421

Filing Date May 11, 1999

Current Filing Basis 1B

Original Filing Basis 1B

Published for Opposition March 7, 2000

Owner (APPLICANT) Leisure Time Casinos & Resorts, Inc. CORPORATION GEORGIA 4258 Communications Drive Norcross GEORGIA 30093

Attorney of Record Robert H. G. Lockwood

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "POKER" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator DEAD

Abandonment Date December 1, 2000

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POT O' GOLD

Word Mark POT O' GOLD
Goods and Services IC 009. US 021 023 026 036 038. G & S: GAMING MACHINES AND SOFTWARE FOR USE ON GAMING MACHINES. FIRST USE: 19900131. FIRST USE IN COMMERCE: 19900131
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78728716
Filing Date October 7, 2005
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition June 13, 2006
Registration Number 3139045
Registration Date September 5, 2006
Owner (REGISTRANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA Suite B 1826 Doan Way Norcross GEORGIA 300932920
Attorney of Record Joseph A. Sebolt
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE



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POTLUCK BINGO

Word Mark	POTLUCK BINGO
Goods and Services	IC 009. US 021 023 026 036 038. G & S: GAMING SOFTWARE FOR USE ON DEDICATED GAMING EQUIPMENT DIRECTED TO CASINOS AND OTHER GAMING ESTABLISHMENTS
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77126491
Filing Date	March 9, 2007
Current Filing Basis	1B
Original Filing Basis	1B
Published for Opposition	August 7, 2007
Owner	(APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 2055 Boggs Road Duluth GEORGIA 30096
Attorney of Record	Joseph A. Sebolt
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BINGO" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Typed Drawing

Word Mark SLOT PLUS
Goods and Services (ABANDONED) IC 009. US 021 023 026 036 038. G & S: electronic gambling machines, namely, video gaming machines
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75703028
Filing Date May 11, 1999
Current Filing Basis 1B
Original Filing Basis 1B
Published for Opposition March 28, 2000
Owner (APPLICANT) Leisure Time Casinos & Resorts, Inc. CORPORATION GEORGIA 4258 Communications Drive Norcross GEORGIA 30093
Attorney of Record Robert H G Lockwood
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SLOT" APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator DEAD
Abandonment Date December 21, 2000

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TARR Status ASSIGN Status TDR TTAB Status (Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark	SHAMROCK 7'S
Goods and Services	IC 009. US 021 023 026 036 038. G & S: electronic gambling machines, namely, video gaming machines. FIRST USE: 19960500. FIRST USE IN COMMERCE: 19960500
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75265295
Filing Date	March 27, 1997
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	September 8, 1998
Registration Number	2312200
Registration Date	January 25, 2000
Owner	(REGISTRANT) LEISURE TIME CASINOS & RESORTS, INC. CORPORATION GEORGIA 4258 COMMUNICATIONS DRIVE NORCROSS GEORGIA 30093 (LAST LISTED OWNER) VISION GAMING & TECHNOLOGY, INC. CORPORATION GEORGIA 1826 DOAN WAY NORCROSS GEORGIA 30093
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	JOSEPH A SEBOLT
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "7'S" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR).
Live/Dead	LIVE

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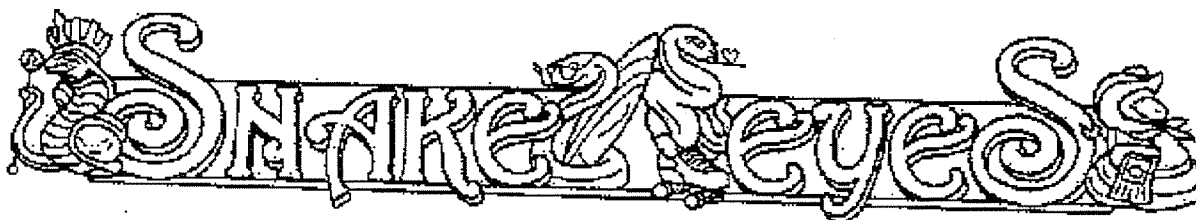
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Word Mark	SNAKE EYES
Goods and Services	IC 009. US 021 023 026 036 038. G & S: GAMING SOFTWARE FOR USE WITH GAMING MACHINES
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	03.21.02 - Snakes 03.21.24 - Stylized reptiles, frogs and snails 26.17.13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters 27.03.03 - Animals forming letters or numerals
Serial Number	77094777
Filing Date	January 30, 2007
Current Filing Basis	1B
Original Filing Basis	1B
Published for Opposition	April 1, 2008
Owner	(APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 2055 Boggs Road Duluth GEORGIA 300964690
Attorney of Record	Joseph A. Sebolt
Description of Mark	Color is not claimed as a feature of the mark.
Type of Mark	TRADEMARK
Register	PRINCIPAL



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Typed Drawing

Word Mark	SPINBALL BONUS
Goods and Services	IC 009. US 021 023 026 036 038. G & S: gaming equipment, namely, slot machines with video output. FIRST USE: 19970101. FIRST USE IN COMMERCE: 19970101
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75265276
Filing Date	March 27, 1997
Current Filing Basis	UNKNOWN
Original Filing Basis	1B
Published for Opposition	April 27, 1999
Registration Number	2336461
Registration Date	March 28, 2000
Owner	(REGISTRANT) LEISURE TIME TECHNOLOGY CORPORATION GEORGIA 5825 Peachtree Corners East Norcross GEORGIA 30092 (LAST LISTED OWNER) VISION GAMING & TECHNOLOGY, INC. CORPORATION DELAWARE SUITE B 1826 DOAN WAY NORCROSS GEORGIA 30093
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	JOSEPH A SEBOLT
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BONUS" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK
Register	PRINCIPAL



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SPOILS OF WAR

Word Mark SPOILS OF WAR
Goods and Services IC 009. US 021 023 026 036 038. G & S: Gaming software for use on dedicated gaming equipment directed to casinos and other gaming establishments
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78438639
Filing Date June 21, 2004
Current Filing Basis 1B
Original Filing Basis 1B
Published for Opposition October 25, 2005
Owner (APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 2055 Boggs Rd Duluth GEORGIA 30096
Attorney of Record Joseph A. Sebolt
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Typed Drawing

Word Mark SUPERGOLD BINGO
Goods and Services IC 009. US 021 023 026 036 038. G & S: electronic gambling machines, namely, video gaming machines. FIRST USE: 19920700. FIRST USE IN COMMERCE: 19920700
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75253348
Filing Date March 7, 1997
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition December 16, 1997
Registration Number 2142591
Registration Date March 10, 1998
Owner (REGISTRANT) LEISURE TIME TECHNOLOGY, INC. CORPORATION GEORGIA 5825 Peachtree Corners East Norcross GEORGIA 30092

(LAST LISTED OWNER) VISION GAMING & TECHNOLOGY, INC. CORPORATION GEORGIA 2055 Boggs Rd DULUTH GEORGIA 30096
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record JOSEPH A SEBOLT
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BINGO" APART FROM THE MARK AS SHOWN
Type of Mark TRADEMARK

Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080424.
Renewal 1ST RENEWAL 20080424
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Typed Drawing

Word Mark SUPERBALL KENO
Goods and Services IC 009. US 021 023 026 036 038. G & S: electronic gambling machines, namely, video gaming machines. FIRST USE: 19931100. FIRST USE IN COMMERCE: 19931100
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75253347
Filing Date March 7, 1997
Current Filing Basis 1A
Original Filing Basis 1A
Published for Opposition August 4, 1998
Registration Number 2199401
Registration Date October 27, 1998
Owner (REGISTRANT) LEISURE TIME TECHNOLOGY, INC. CORPORATION GEORGIA 5825 Peachtree Corners East Norcross GEORGIA 30092

(LAST LISTED OWNER) VISION GAMING & TECHNOLOGY, INC. CORPORATION GEORGIA 1826 DOAN WAY, SUITE B NORCROSS GEORGIA 30093
Assignment Recorded ASSIGNMENT RECORDED
Prior Registrations 2071747
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "KENO" APART FROM THE MARK AS SHOWN
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Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR).
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Typed Drawing

Word Mark	SUPERPICK LOTTO
Goods and Services	IC 009. US 021 023 026 036 038. G & S: electronic gambling machines, namely, video gaming machines. FIRST USE: 19920100. FIRST USE IN COMMERCE: 19920100
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75253339
Filing Date	March 7, 1997
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	December 16, 1997
Registration Number	2142589
Registration Date	March 10, 1998
Owner	(REGISTRANT) LEISURE TIME TECHNOLOGY, INC. CORPORATION GEORGIA 5825 Peachtree Corners East Norcross GEORGIA 30092 (LAST LISTED OWNER) VISION GAMING & TECHNOLOGY, INC. CORPORATION GEORGIA 2055 Boggs Rd DULUTH GEORGIA 30096
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	JOSEPH A SEBOLT
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "LOTTO" APART FROM THE MARK AS SHOWN
Type of Mark	TRADEMARK

Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080424.
Renewal 1ST RENEWAL 20080424
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TALISMAN

Word Mark	TALISMAN
Goods and Services	IC 009. US 021 023 026 036 038. G & S: Class III gaming software for use only with casino-style gaming machines sold to businesses that are authorized to operate casino-style gaming machines and not to the general public
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	77126448
Filing Date	March 9, 2007
Current Filing Basis	1B
Original Filing Basis	1B
Published for Opposition	July 31, 2007
Owner	(APPLICANT) Vision Gaming & Technology, Inc. CORPORATION GEORGIA 2055 Boggs Road Duluth GEORGIA 300964690
Attorney of Record	Joseph A. Sebolt
Type of Mark Register	TRADEMARK PRINCIPAL



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Typed Drawing

Word Mark TOUCH 6 LOTTO

Goods and Services IC 009. US 021 023 026 036 038. G & S: electronic gambling machines, namely, video gaming machines. FIRST USE: 19910200. FIRST USE IN COMMERCE: 19910200

Mark Drawing Code (1) TYPED DRAWING

Serial Number 75253344

Filing Date March 7, 1997

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition December 16, 1997

Registration Number 2142590

Registration Date March 10, 1998

Owner (REGISTRANT) LEISURE TIME TECHNOLOGY, INC. CORPORATION GEORGIA 5825 Peachtree Corners East Norcross GEORGIA 30092

(LAST LISTED OWNER) VISION GAMING & TECHNOLOGY, INC. CORPORATION GEORGIA 2055 BOGGS RD. DULUTH GEORGIA 30096

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record JOSEPH A SEBOLT

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Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20080424.
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Typed Drawing

Word Mark TOUCHEASY KENO

Goods and Services IC 028. US 022 023 038 050. G & S: electronic video game machines, and video output game machines. FIRST USE: 19920100. FIRST USE IN COMMERCE: 19920100

Mark Drawing Code (1) TYPED DRAWING

Serial Number 75128074

Filing Date July 1, 1996

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition March 25, 1997

Registration Number 2071746

Registration Date June 17, 1997

Owner (REGISTRANT) U.S. Games, Inc. CORPORATION GEORGIA 5825-B Peachtree Corners East Norcross GEORGIA 30092

(LAST LISTED OWNER) VISION GAMING & TECHNOLOGY, INC. CORPORATION GEORGIA 1826 DOAN WAY, SUITE B NORCROSS, GA 30093 GEORGIA

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record JOSEPH A. SEBOLT

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Type of Mark TRADEMARK

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Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070719.
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Typed Drawing

Word Mark TOUCHEASY KENO

Goods and Services IC 009. US 021 023 026 036 038. G & S: electronic gambling machines, namely, video gaming machines. FIRST USE: 19920100. FIRST USE IN COMMERCE: 19920100

Mark Drawing Code (1) TYPED DRAWING

Serial Number 75253338

Filing Date March 7, 1997

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition August 4, 1998

Registration Number 2199400

Registration Date October 27, 1998

Owner (REGISTRANT) LEISURE TIME TECHNOLOGY, INC. CORPORATION GEORGIA 5825 Peachtree Corners East Norcross GEORGIA 30092

(LAST LISTED OWNER) VISION GAMING & TECHNOLOGY, INC. CORPORATION GEORGIA 1826 DOAN WAY, STE B NORCROSS GEORGIA 30093

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record JOSEPH A SEBOLT

Prior Registrations 2071746

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