

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IGT Canada Solutions ULC		04/10/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Ainsworth Game Technology Limited		
Street Address:	10 Holker Street		
City:	Newington		
State/Country:	AUSTRALIA		
Postal Code:	2127		
Entity Type:	Corporation: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5483375	FIRE MUSTANG	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4013925010		
Email:	marden@nge.com		
Correspondent Name:	Andrea S. Fuelleman		
Address Line 1:	Two North LaSalle Street, Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
DOMESTIC REPRESENTATIVE			
Name:	Lawrence Joseph Wheeler		
Address Line 1:	5800 Rafael Rivera Way		
Address Line 4:	Las Vegas, NEVADA 89118		
NAME OF SUBMITTER:	Andrea S. Fuelleman		
SIGNATURE:	/Andrea S. Fuelleman/		
DATE SIGNED:	02/10/2023		
Total Attachments: 9			
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SETTLEMENT AGREEMENT

This Settlement Agreement, effective as of April 10, 2018 ("Effective Date"), is by and between IGT Canada Solutions ULC, having offices at 328 Urquhart Avenue, Moncton, New Brunswick, Canada E1H 2R6 ("IGT"), and Ainsworth Game Technology Limited ("AGT"), AGT having offices at 10 Holker Street, Newington NSW, 2127, Australia, for and on behalf of itself and its Affiliates, including Ainsworth Game Technology Inc. (collectively, "Ainsworth). IGT and Ainsworth may be referred to herein singularly as a "Party," or collectively as "Parties." "Affiliates" means, as to a particular Party, an entity or person that is controlled by, controls, or is under common control with, such Party. The term "control" (or the like) means the power to elect a majority of the board of directors or other governing group of an entity or the power to direct management of an entity, whether, in each case, through the ownership of voting securities, by contract, or otherwise.

WHEREAS, Ainsworth is the owner of the US trademarks using the word "Mustang" listed in Schedule A for goods and services including gaming machines. Ainsworth owns its US registrations as well as common law rights in and to its names and marks using the word "Mustang" in the United States and numerous jurisdictions throughout the world (collectively "Ainsworth Marks").

WHEREAS, upon learning that IGT proposed to use the "Fire Mustang" on and in connection with gaming machines, Ainsworth raised with IGT an objection to IGT's use of that mark.

WHEREAS, IGT represents that it has developed for sale a gaming machine bearing the name or mark, "Fire Mustang" (or a variants of such name and mark) and has filed for trademark registration of the "Fire Mustang" US Trademark Application Serial Number 86720016.

WHEREAS, IGT represents that neither it nor its Affiliates own any trademark registrations in the United States (the "US") or have any pending trademark applications to register in the US for the mark Fire Mustang or any other mark comprising the wording "Mustang" in connection with gaming (including



social casino gaming) and gambling-related products and services other than the "Fire Mustang" US Trademark Application Serial Number 86720016.

WHEREAS, the Parties deem it to be in their best interests to settle and resolve this dispute on the terms and conditions set forth herein, without either Party admitting liability in the matter.

WHEREAS, these recitals are expressly made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Assignment. IGT hereby agrees to irrevocably assign to Ainsworth all of its rights, title and interest in and to its "Fire Mustang" US Trademark Application Serial Number 86720016, including any and all common law rights arising under US law, along with all associated good will in the US (the "Fire Mustang Mark"). Within ten (10) days of the registration date of the "Fire Mustang" US Trademark Application Serial Number 86720016, IGT shall at its cost irrevocably and unconditionally transfer and assign the Fire Mustang Mark to AGT.

B. Forbearance. IGT and its Affiliates agree that they will not use, register, or seek to register, any applications in the US, using the name or mark "Fire Mustang" (or similar variants of such name and mark) for gaming (including social casino gaming) and gambling-related products and services.

C. Permitted use in USA: Subject to IGT's and its Affiliates' ongoing compliance with this Agreement and provided that IGT maintains the same high quality as for its other current products, Ainsworth grants to IGT and IGT's Affiliates a perpetual, royalty-free license to use in the US the Fire Mustang Mark only in connection with land-based gaming machines using the artwork and trade dress as depicted in Schedule B attached hereto or any non-material variations thereof. Subject to IGT's and its Affiliates' ongoing compliance with this Agreement, Ainsworth agrees and covenants that Ainsworth shall

not bring any demand, claim, lawsuit or action against IGT or IGT's Affiliates or the customers of IGT or IGT's Affiliates for past or future infringement of the Ainsworth Marks within the United States of America based on IGT's or IGT's Affiliates' use manufacture, sale, lease, marketing or distribution in the US of the specific gaming machine titled "Fire Mustang" as depicted in Schedule B attached hereto or any non-material variations of thereof

D. Covenant Not to Challenge. IGT or IGT's Affiliates shall not in the US oppose, petition to cancel, or object to Ainsworth's registration, use, or ownership of the Ainsworth Marks (or similar variants of such names and/or marks) on the basis that they violate rights in or to any IGT mark.

E. Regulatory Compliance. The Parties warrant and covenant to each other that they will comply with all applicable laws, rules and regulations, including, but not limited to, those relating to anti-corruption, anti-money laundering, competition, licensing and registration.

F. General Terms.

- (i) All communications to IGT pursuant to this Agreement shall be made by email and first-class mail or overnight courier to:

Stephen Calogero or Denise Taliaferro
 Assistant General Counsel / Senior Corporate Counsel
 IGT
 6355 South Buffalo Dr.
 Las Vegas, Nevada 89113
 Stephen.calogero@igt.com
 Denise.taliaferro@igt.com

- (ii) All communications to Ainsworth pursuant to this Agreement shall be made by email and first-class mail or overnight courier to:

David Greenslade
 General Counsel
 Ainsworth Game Technology Limited
 10 Holker Street
 Newington NSW 2127 Australia
 DGreenslade@agtslots.com

- (iii) Each Party will bear its own costs and expenses incurred in connection with this Agreement and the obligations set forth herein.
- (iv) This is the entire agreement between the Parties with respect to the marks Fire Mustang and the Ainsworth Marks. Other than as expressly set forth herein, nothing in this Agreement shall constitute a waiver or limitation of any right of either Party hereto including, without limitation, any trademark right.
- (v) This Agreement shall be effective throughout the world and shall be binding upon and inure to the benefit of the Parties and their successors in interest, and their respective officers, directors, agents, servants, partners, employees, affiliates, subsidiaries, representatives, distributors, licensees, franchisees, successors, heirs, assigns, and other related entities.
- (vi) This Agreement may only be modified by a writing signed by both Parties.
- (vii) All of the provisions of this Settlement Agreement will be deemed to have been drafted jointly by the Parties hereto, with each Party equally responsible for the choice of words and form of this Settlement Agreement. This Agreement shall not be construed against any Party that may have drafted the provision in dispute. Should any provision of this Settlement Agreement be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not invalidate the whole of the Agreement, but rather, the Settlement Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable part and the rights and obligations of the Parties shall be construed and enforced accordingly, provided that the provision held to be invalid,

illegal or unenforceable does not eliminate a significant part of the Parties' consideration contemplated by the Settlement Agreement.

(viii) This Agreement shall be deemed to have been entered into in the State of Nevada, and shall be interpreted and construed in accordance with the laws of the United States and the State of Nevada and the without regard to conflict of laws principles. Any dispute under this Agreement shall solely be decided in a federal or state court located in Clark County, Nevada, and the Parties hereby expressly consent to personal and exclusive jurisdiction in said court.

(ix) This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Ainsworth and IGT and each Party shall have no right to obligate or bind the other Party in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third parties.

(x) This Agreement may be executed by facsimile or PDF signature and in one or more counterparts, each of which shall be considered an original, but all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement and agreed hereto.

IGT Canada Solutions ULC

Denise Taliaferro

Name: Denise Taliaferro

Title: Attorney-in-Chief for IGT Canada Solutions ULC

Date: April 10, 2018

Ainsworth Game Technology Ltd.

[Signature]

Name: MARK LUSIO

Title: CFO/SECRETARY

Date: 11 April 2018

Schedule A
To the Settlement Agreement between IGT Canada Solutions ULC and Ainsworth Game
Technology Limited dated April 10, 2018

AGT's US TM	Serial No.	Registration No	Status on 19 Sep 2016	Filing Date	Classes
MUSTANG MONEY	77760325	3929320	Registered	15/06/2009	9
MUSTANG FURY	86107266		Accepted	31/10/2013	9
MUSTANG FEVER	86107277	4909241	Registered	31/10/2013	9
MUSTANG FORTUNE	86107288	4909242	Registered	31/10/2013	9
MUSTANG MILLIONAIRE	86275110		Accepted (pub. For opposition)	7/05/2014	9
MUSTANG SPIRIT	86662001		Accepted	15/06/2015	9
MUSTANG MONEY	87087035		Filed (awaiting for examination)	28/06/2016	28, 41
MUSTANG GOLD	87160841		Newly filed application	04/09/2016	28

Schedule B
 To the Settlement Agreement between IGT Canada Solutions ULC and Ainsworth Game
 Technology Limited dated April 10, 2018
 IGT's Fire Mustang Gaming Machine



Settlement Agreement between IGT Canada Solutions ULC and Ainsworth Game Technology Limited dated April 10, 2018 |



TRADEMARK