

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
-----------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bet Technology, Inc.		02/24/2004	CORPORATION: NEVADA

RECEIVING PARTY DATA	
Name:	Shuffle Master, Inc.
Street Address:	1106 Palms Airport Drive
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119-3730
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1860468	CASINO WAR
Registration Number:	1757015	FORTUNE CARD ROYAL MATCH 21
Registration Number:	2190512	FORTUNE PAI GOW POKER
Registration Number:	2302490	VEGAS SHOOTOUT
Serial Number:	75016723	BET TECHNOLOGY, INC.

CORRESPONDENCE DATA	
Fax Number:	(702)260-1146
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7022705177
Email:	jfarrar@shufflemaster.com
Correspondent Name:	Jennifer K. Farrar
Address Line 1:	1106 Palms Airport Drive
Address Line 4:	Las Vegas, NEVADA 89119-3730

ATTORNEY DOCKET NUMBER:	TM0782.RE.US
-------------------------	--------------

NAME OF SUBMITTER:	Jennifer K. Farrar
--------------------	--------------------

CH \$140.00 1860468

Total Attachments: 3

source=BET Tech Assignmt p1 2-24-04#page1.tif

source=BET Tech Assignmt p2 2-24-04#page1.tif

source=BET Tech Assignmt p3 2-24-04#page1.tif

TRADEMARK ASSIGNMENT

2300 Arrowhead Dr
Carson City, NV 89706

EB

EB THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 24, 2004 ("Effective Date") by and between BET Technology, Inc., a Nevada corporation, with a principal place of business at ~~1528 Highway 395 N., Suite 210 Gardnerville, Nevada 89410~~ ("Assignor"), and Shuffle Master, Inc., a Minnesota corporation, with a principal place of business at 1106 Palms Airport Drive, Las Vegas, Nevada 89119 ("Assignee")

EB WHEREAS, Assignor and Assignee are parties to that certain Acquisition Agreement dated February 24 2004 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the service marks, trademarks, trade names, registrations for the foregoing and the applications for registrations for the foregoing set forth on Schedule A, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, including the consideration set forth in the above referenced Acquisition Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks and corresponding goodwill associated with the business (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths,

samples, exhibits, specimen, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment and in the execution of any additional Assignments necessary to perfect Assignee's interest in the U.S. and in all additional applicable jurisdictions throughout the world.

Assignee acknowledges that Assignor has certain security interests in certain of the Marks as set forth in the Acquisition Agreement and the Security Agreement executed concurrently between Assignor and Assignee.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BET TECHNOLOGY, INC.

Eugene Boylan

By: Name: EUGENE BOYLAN

Title: President

STATE OF Nevada)
) SS.
COUNTY OF Clark

On this 27th day of Feb., there appeared before me Eugene Boylan, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of BET Technology, Inc.

Carrie Schmidt Notary Public



SCHEDULE A

MARKS

Casino War (including without limitation, registration no. 1,860,468)

Fortune Card Royal Match 21 (including without limitation, registration no. 1,757,015)

Fortune Pai Gow Poker (including without limitation, registration no. 2,190,512 and serial no. 75/252,353)

Vegas Shootout (including without limitation, registration no. 2,302,490)

www.betech.com

Fortune Games (including without limitation, serial no. 75/751,897)

Fortune Dice (including without limitation, serial no. 78/152,964 and serial no. 75/655,454)

Fortune Card (including without limitation, registration no. 1,705,908)

Bet Technology, Inc. (including without limitation, serial no. 75/016,723)

Royal Match (including without limitation, registration no. 1,806,254)