

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

04-08-2005

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

3/21/05

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To the Director of the U. S. Patent and Trademark Office

Transmit in accordance with the instructions on the back of this form or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Shuffle Master, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Citizenship (see guidelines) Minnesota

Execution Date(s) June 4, 2004

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No  
Additional names, addresses, or citizenship attached?

Name: Aristocrat Technologies Australia Pty Ltd  
Internal  
Address: \_\_\_\_\_  
Street Address: 71 Longueville Road  
City: Lane Cove New South Wales 2066  
State: \_\_\_\_\_  
Country: Australia Zip: \_\_\_\_\_

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Australia  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 2,741,363

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

RED CARPET

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Bernhard Kreten  
Internal Address: \_\_\_\_\_  
Street Address: 1331 Garden Highway, Suite 300  
City: Sacramento  
State: California Zip: 95833  
Phone Number: (916) 930-9700  
Fax Number: (916) 930-9008  
Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** [Signature]      March 17, 2005  
Signature      Date

Bernhard Kreten  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003144 FRAME: 0748

8/16/04  
8-16-04  
C.I.P.E.  
MAR 21 2005  
PATENT & TRADEMARK OFFICE

08-25-2004



ET

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1 Name of conveying party(ies): **Shuffle Master, Inc.**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation - California  
 Other **Corporation Minnesota**

Additional name(s) of conveying party(ies) attached?  Yes  No

2 Name and address of receiving party(ies)

Name: **Aristocrat Technologies Australia PTY**  
Internal Address: **71 Longueville Rd.**  
Street Address: **Lane Cove New South Wales 2066**  
City: **New South Wales** State **AU** ZIP: **##**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation - State  
 Other **Corporation Australia**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes  No

(Designations must be a separate document from this assignment)  
Additional name(s) & address(es) attached? Yes  No

3 Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: **#**

4 Application number(s) or registration number(s):

A Trademark Application No.(s)

B Trademark Registration No.(s) **# 2,741,363**

Additional numbers attached?  Yes  No

5 Name and address of party to whom correspondence concerning document should be mailed:

Name: **Bernhard Kreten, Esq.**  
Internal Address: **same as below**  
Street Address: **1331 Gardem Hwy., Ste. 300**  
City: **Sacramento** State **CA** ZIP: **9 5 8 3 4**

6 Total number of applications and registrations involved: **1**

7 Total fee (37 CFR 3.41) **\$40. 00**

Enclosed  
 Authorized to be charged to deposit account - any deficiency in the enclosed **11-1734**

8 Deposit account number: **11-1734 (34133-1MA)**

DO NOT USE THIS SPACE

9 Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**Bernhard Kreten** \_\_\_\_\_  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments and document: **3**

Mail documents to be recorded with required cover sheet information to:

08/24/2004 JJALLAN2 00000016 111734

2741363

01 FC:8521

(40.00 BA)

2741363

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

## TRADEMARK ASSIGNMENT

WHEREAS, SHUFFLE MASTER, INC., a corporation of Minnesota having an address of 1106 Palms Airport Drive, Las Vegas, NV 89119-3739 ("Assignor") is the owner of the following federal, registered trademark ("Trademark")

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
<b>RED CARPET</b>	<b>2,741,363</b>	<b>July 29, 2003</b>

for goods and services of: gaming machines with or without video output, software for gaming machines and game conversion kits comprised of replacement graphic displays and software for gaming machines in International Class 009, and claiming a date of first use of September 17, 2002

And;

WHEREAS, ARISTOCRAT TECHNOLOGIES AUSTRALIA PTY LIMITED, a corporation of Australia having an address of 71 Longueville Road, Lane Cove, New South Wales 2066, Australia ("Assignee"), desires to acquire by assignment from Shuffle Master the rights, title and the goodwill associated with above-identified trademark,

NOW, THEREFORE, in consideration of Four Hundred Twenty-Five Dollars (\$425.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
- 2. Representations and Warranties.** Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
  - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
  - (d) Assignor has no information or belief that the Trademark infringes the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;

(f) This Agreement is valid, binding and enforceable in accordance with its terms

**3. Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

**4. Amendment.** This Agreement may be amended only by a writing signed by both parties.

**5. Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

**6. Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.


**7. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Nevada.

SHUFFLE MASTER, INC.

Effective this 4<sup>th</sup> day of June 2004.

Name: Brooke Davis

Title: Senior VP

Signature: 

UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Shuffle Master, Inc.	)	
Registration No.:	2,741,363	)	Docket No.: 34133-tma
Registered:	July 29, 2003	)	
Mark:	RED CARPET	)	

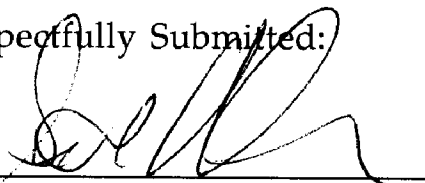
To: Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

**Authorization to Charge Deposit Account**

It is respectfully submitted that due to the enclosed check for \$40.00, filing fees are not due for the submitted Trademark Assignment. However, should any additional fees be due with respect to this filing, they should be charged to undersigned's deposit account number 11-1734, attorney docket number 34133-tma. A duplicate copy of this authorization is enclosed.

Dated: March 17, 2005

Respectfully Submitted:

  
BERNHARD KRETEN  
Registration No.: 27,037  
Telephone (916) 930-9700  
Attorney for Applicant

**CERTIFICATE OF MAILING UNDER 37 C.F.R. §2.197**

**Applicant:** Shuffle Master, Inc.  
**Registration No.:** 2,741,363  
**Registered:** July 29, 2003  
**Mark:** RED CARPET  
**Paper:**

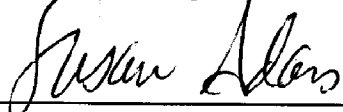
1. A Trademark Assignment;
2. A Recordation Form Cover Sheet;
3. Check in the amount of \$40.00;
4. Authorization to Charge Deposit Account (in duplicate);
5. Certificate of Mailing under 37 C.F.R. §2.197; and
6. Return Receipt Card.

I hereby certify that the above identified correspondence, which is attached, is being deposited with the United States Postal Service as first class mail in an envelope addressed to:

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

on March 17, 2005.

Susan Adams

  
\_\_\_\_\_  
(Signature)

March 17, 2005  
\_\_\_\_\_  
(Date of Signature)

34133-tma