

11-22-2005



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Gaming Edge Products, LLC

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) March 9, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Gaming Partners International USA Inc

Internal

Address: \_\_\_\_\_

Street Address: 1700 Industrial Road

City: Las Vegas

State: Nevada

Country: USA Zip: 89102

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship Nevada  
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)

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)

2369265

Additional sheet(s) attached?  Yes  No

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

AIR RAIL

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

Name: Hershkovitz & Associates

Internal Address: \_\_\_\_\_

Street Address: 1725 I Street, N.W.  
Suite 300

City: Washington, D.C.

State: \_\_\_\_\_ Zip: 20006

Phone Number: 703 323 9330

Fax Number: 703 323 6617

Email Address: hershkovitz\_patents@verizon.net

6. Total number of applications and registrations involved:

1

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

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

8. Payment Information:

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

b. Deposit Account Number 50-2929  
Authorized User Name Abraham Hershkovitz

9. Signature:

Jeffrey M. Samuel  
Signature  
Jeffrey M. Samuel  
Name of Person Signing

11/21/05  
Date

Total number of pages including cover sheet, attachments, and document: 5

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 9<sup>th</sup> day of March, 2005 by GamingEdge Products, LLC, a limited liability company organized under the laws of the State of Delaware, with a principal address of 37 Stillwater Road, Stone Ridge, New York 12484 ("Assignor"), in favor of Gaming Partners International USA, Inc., a corporation organized under the laws of the State of Nevada, with a principal address of 1700 Industrial Road, Las Vegas, Nevada 89102 ("Assignee").

Whereas, Assignor has adopted and used, or used through its licensee, and is the owner of the trademark set forth on Exhibit A hereto (the "Mark"), together with the goodwill of the business in connection with which the Mark has been used (the "Goodwill") and the United States Trademark Registration for the Mark set forth on Exhibit A (the "Registration"); and;

Whereas, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of March 9, 2005 (the "Purchase Agreement") whereby Assignor has agreed to transfer to Assignee all of Assignor's right title and interest in and to the Mark, the Goodwill and the Registration as more particularly described therein; and

Whereas, pursuant to the Purchase Agreement, Assignor desires to convey to Assignee all rights, title and interests in and to the Mark the Goodwill and the Registration described on Exhibit A (hereinafter the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee and its successors and assigns Assignor's entire right, title and interest in and to the Intellectual Property, including the right to sue for past infringements, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Mark and the term of the Registration, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made.

2. Assignor covenants that Assignor is the owner of the Mark and the holder of record title to the Registrations, that Assignor has full power to make this Assignment and that Assignor agrees to execute such further assignments and related documents with respect to the Intellectual Property as Assignee shall reasonably request.

3. Assignor represents and warrants that it has the authority to make and enter into this Assignment. Assignor further represents and warrants that no assignment, sale, agreement, license, or encumbrance has been or will be made or entered into that would conflict with this

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Assignment, and that this Assignment will not violate Assignor's obligations to or with any third party.

4. Assignor shall not, at any time, contest the validity or enforceability of the Mark, assist anyone in such actions, or take any other action that would impair the value of the Intellectual Property.

5. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment.

6. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized, the 9<sup>th</sup> day of March 2005.

GAMINGEDGE PRODUCTS, LLC

By: *[Signature]*

Name: David Cherson

Title: Owner

INCOR 4157351

Exhibit A

Registration

<u>Mark</u>	<u>Registration No. and Date</u>	<u>Description</u>
AIR RAIL	2,369,265 July 18, 2000	Intl. Class 11. General Ventilation Equipment, namely smoke diversion units, fans and blowers for commercial use.

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