

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
IGT SERVICES, INC.		04/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IGT MEDIA HOLDINGS, INC.		
Street Address:	600 N.E. 36th Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33137		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78647976	IN GOOD TASTE	
Serial Number:	73638533	IGT	
Serial Number:	74101087	THE CHARGE CARD THAT IS 25% BETTER ...	
Serial Number:	74540691	IGT IN GOOD TASTE	
Serial Number:	78312887	ULTRA SAVER WHY PAY MORE WHEN U CAN SAVE !	
Serial Number:	76199121	WHO'S WHO IN FINE DINING	
CORRESPONDENCE DATA			
Fax Number:	(215)568-6499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-568-6400		
Email:	ptomail@volpe-koenig.com, lw@volpe-koenig.com, LMcGuinness@volpe-koenig.com		
Correspondent Name:	Louis Weinstein		
Address Line 1:	30 S. 17th Street		
Address Line 2:	Suite 1600		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		

OP \$165.00 78647976

ATTORNEY DOCKET NUMBER:	IGT-1A
NAME OF SUBMITTER:	Louis Weinstein
Signature:	/louis weinstein/
Date:	02/01/2007
Total Attachments: 3 source=IGT- Assignment From IGT Services To Media Holdings#page1.tif source=IGT- Assignment From IGT Services To Media Holdings#page2.tif source=IGT- Assignment From IGT Services To Media Holdings#page3.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is made as of the 6th day of April, 2006 (the "Effective Date") by and between IGT SERVICES, INC., a Delaware corporation ("Assignor"), and IGT MEDIA HOLDINGS, INC. a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets and assume certain liabilities of Assignor. Capitalized terms used herein and not defined herein shall have the meaning ascribed to such term as contained in the Purchase Agreement.

WHEREAS, in connection with the Purchase Agreement, Assignor desires to assign to Assignee all of its right, title and interest in and to the Purchased Assets constituting trademarks, and the goodwill thereto as set forth on Schedule 1 to this instrument (the "Trademarks"), and Assignee agrees to accept such assignment and assume all of the obligations of the Assignor in connection with such Trademarks as of the Effective Date.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and the premises and the respective undertakings and agreements hereinafter set forth, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of the Assignor's right, title and interest in and to the Trademarks and the goodwill thereto, as of the Effective Date.
2. Assignee hereby: (a) accepts the assignment of Assignor's right, title and interest in and to the Trademarks and the goodwill thereto, (b) agrees to assume and perform all of the obligations of Assignor in connection with such Trademarks and (c) agrees to comply with and abide by all of the terms, conditions, provisions and covenants to be performed by the Assignor in connection with such Trademarks, from and after the Effective Date.
3. Each party hereto shall indemnify the other party in accordance with the terms of the Purchase Agreement.
4. The parties agree to provide one another with reasonable cooperation to confirm the transfer and assignment of the Trademarks, and the goodwill thereto. This instrument may be executed in counterparts and by facsimile each of which is an original and all of which taken together shall constitute one and the same instrument. This instrument shall be governed by Florida Law, without application of conflicts of laws principles.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed in their names by their duly authorized officers as of the date first above written.

ASSIGNOR:

IGT SERVICES, INC.

By: [Signature]
Robert M. Roth, CEO

ASSIGNEE:

IGT MEDIA HOLDINGS, INC.

By: [Signature]
Richard M. Roth, President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 6th day of April, 2006 by Robert M. Roth, CEO of IGT Services, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Erika Suarez
(Print, Type or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 6th day of April, 2006 by Richard M. Roth, President of IGT Media Holdings, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Erika Suarez
(Print, Type or Stamp Commissioned Name of Notary Public)

SCHEDULE 1

TRADEMARKS

MATTERNO	ID	TRADEMARK	APP NO	REG NO	STATUS
IGT-TM001CA	CA	IN GOOD TASTE	583,817	346,226	REGISTERED
IGT-TM006	US	ULTRA SAVER	75/809,967	2,371,241	REGISTERED
IGT-TM006.1	US	ULTRA SAVER WHY PAY MORE WHEN U CAN SAVE!	78/312,887	2,934,235	REGISTERED
IGT-TM002CA	CA	IGT	583,819	362,044	REGISTERED
IGT-TM002	US	IGT	76/638,533	1,450,752	REGISTERED
IGT-TM003	US	THE CHARGE CARD THAT IS 25% BETTER	74/101,087	1,665,003	REGISTERED
IGT-TM004CA	CA	IGT IN GOOD TASTE	805,319	476,859	REGISTERED
IGT-TM004EP	EU	IGT IN GOOD TASTE	205351	205351	REGISTERED
IGT-TM004	US	IGT IN GOOD TASTE & Design	74/540,691	1,902,698	REGISTERED
IGT-TM010	US	WHO'S WHO IN FINE DINING & DESIGN	76/199,121	2,722,771	REGISTERED
IGT-TM001.1	US	IN GOOD TASTE	78/647,976		PENDING

IGT-TM007CA	CA	IGTELECOM	805,318	515995	REGISTERED
IGT-TM009	US	IN GREAT TASTE	75/122,557	2,334,077	REGISTERED