

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elixir Gaming Technologies, Inc.		03/16/2009	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Shuffle Master, Inc.		
Street Address:	1106 Palms Airport Drive		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89119		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2979237	POKERONE	
Registration Number:	3086146	RANDOMPLUS	
CORRESPONDENCE DATA			
Fax Number:	(848)458-3005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Todd M. Schneider		
Address Line 1:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	73168.00005		
NAME OF SUBMITTER:	Todd Schneider		
Signature:	/Todd Schneider/		
Date:	03/24/2009		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is made and entered into as of March 16, 2009 by and between Shuffle Master, Inc., a Minnesota corporation with a place of business at 1106 Palms Airport Drive, Las Vegas, Nevada 89119, USA (“**Assignee**”) and Elixir Gaming Technologies, Inc., a Nevada corporation (formerly known as VendingData Corporation) having a place of business at 6650 Via Austi Parkway, Suite 170, Las Vegas, NV 89119 (“**Assignor**”).

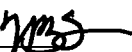
WHEREAS, Assignor and Assignee are parties to the Purchase Agreement entered into on even date herewith, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to the trademarks set forth on Schedule A (the “**Marks**”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and 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 rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee’s expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In

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the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignor.

3. **GENERAL.**


3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Nevada, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

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[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignee"

Shuffle Master, Inc.,
a Minnesota corporation

By 


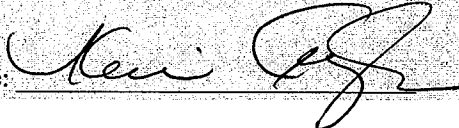
Printed Name: Jerome R. Smith
Title: Executive Vice President, General Counsel,
and Corporate Secretary

"Assignor"

Elixir Gaming Technologies, Inc. (formerly known as
VendingData Corporation),
a Nevada corporation

By: 

Name: Walter B. Stowe, Jr.
Title: Vice President, Legal and Compliance

State of <u>Nevada</u> , USA	
County of <u>Clark</u>	
This instrument was acknowledged before me on <u>March 16, 2009</u> by Walter B. Stowe, Jr. as Vice President, Legal and Compliance of Elixir Gaming Technologies, Inc.	
	Signature: <u></u>
(Seal, if any)	Name: <u>Keani Taylor</u>
Title and Rank (if any): <u>Notary Public</u>	

State of Nevada, USA

County of Clark

This instrument was acknowledged before me on March 16, 2009 by Jerry Smith, Executive Vice President and General Counsel of Shuffle Master, Inc.



Signature: _____

Keani Taylor

(Seal, if any)

Name: _____

Keani Taylor

Title and Rank (if any): _____

Notary Public

SCHEDULE A

MARKS

Registration Number	Mark
U.S. Registration No. 2979237	POKERONE
U.S. Registration No. 3086146	RANDOMPLUS
Australian Registration No. 900365	DECK CHECKER

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