


02/14/2011

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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RE 7	
To the Director of the U. S. Patent and Trademark Office	
... documents or the new address(es) below.	
<b>1. Name of conveying party(ies):</b> IGT  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Nevada</u> <input type="checkbox"/> Other _____  Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Name: <u>Sunshine Mining, Inc.</u> Internal Address: <u>Suite 700</u> Street Address: <u>7800 Mineral Drive</u> City: <u>Coeur d'Alene</u> State: <u>Idaho</u> Country: <u>USA</u> Zip: <u>83815</u> <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input checked="" type="checkbox"/> Corporation      Citizenship <u>Idaho</u> <input type="checkbox"/> Other _____      Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) <u>November 18, 2010</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	<b>4. Application number(s) or registration number(s) and Identification or description of the Trademark(s)</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1,913,081</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</b> Currency and/or credit operated slot machines and games of chance.	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Ronald Reed, CFO</u> Internal Address: <u>Suite 700</u>  Street Address: <u>7800 Mineral Drive</u>  City: <u>Coeur d'Alene</u> State: <u>Idaho</u> Zip: <u>83815</u> Phone Number: <u>208-772-6082</u> Fax Number: <u>208-208-2214</u> Email Address: _____	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">1</span>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed  <b>8. Payment Information:</b> Deposit Account Number _____ Authorized User Name: <u>11-KWHITE1-00000009 1913081</u>
<b>9. Signature:</b>  Signature <u>Ronald Reed, CFO</u> Name of Person Signing	Date: <u>2/11/2011</u> Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">6</span>

Public Release  
5th Floor  
FEB 14 2011

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## AGREEMENT

THIS AGREEMENT ("Agreement") is made this 18 day of November, 2010 (the "Effective Date") by IGT, a Nevada corporation ("IGT") and SUNSHINE MINTING, INC., an Idaho corporation ("SMI").

### RECITALS

- A. IGT is the owner of all right, title and interest in and to the "Silver Strike Token" program, the SILVER STRIKE trademark, goodwill and related products and services (collectively "Silver Strike") in which IGT supplies tokens, products and services to casinos across the United States.
- B. SMI is in the business of minting and, pursuant to an Exclusive License Agreement dated October 1, 2007 by and between IGT and SMI ("Exclusive License Agreement"), is engaged in the business of causing the manufacture of Silver Strike tokens to be marketed, distributed and sold throughout the United States, but primarily in the state of Nevada.
- C. Per the terms of Section 3 of the Exclusive License Agreement, SMI is hereby exercising its right to obtain all right, title and all remaining interest in and to the SILVER STRIKE trademark and the goodwill associated therewith.
- D. IGT desires to assign to SMI all right, title and interest IGT has to the SILVER STRIKE trademark and the goodwill associated therewith, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and subject to the conditions hereinafter set forth, IGT and SMI agree as follows:

Section 1. Grant. Subject terms and conditions set forth herein and upon payment pursuant to Section 2, IGT does hereby sell, assign and transfer unto SMI, free of any recourse, all of IGT's right, title, and interest in and to the SILVER STRIKE trademark, together with all common law rights and the goodwill of the businesses symbolized by the SILVER STRIKE trademark, including any registrations, applications and any resulting registrations therefor (including U.S. Registration No. 1,913,061 and Australian Registration No. 647,045), as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past or present infringement or misappropriation of the SILVER STRIKE trademark and the right to collect damages therefor (excluding any and all claims, demands or causes of action as against IGT or its subsidiaries or affiliates) and all income, royalties or payments due as of the date hereof or hereafter (excluding any income, royalties or payments due pursuant to the Exclusive Licensing Agreement).





**Section 6. Transfer of Existing Obligations.** As of the Effective Date of this Agreement, SMI shall be responsible for the SILVER STRIKE trademark and all obligations associated therewith, including, but not limited to, recordal of the assignment of the SILVER STRIKE trademark with all relevant trademark registers and maintenance of the SILVER STRIKE trademark registrations. SMI shall be responsible for all costs, including legal and government costs, necessary for the transfer of ownership of the SILVER STRIKE trademark from IGT to SMI, as well as for any and all maintenance of the SILVER STRIKE trademark, including maintenance of U.S. Registration No. 1,913,061 and Australian Registration No. 647,045.

**Section 8. Miscellaneous.**

**8.1 Additional Documents.** Subject to Section 6, IGT and SMI hereby agree to execute and deliver such additional instruments and documents and take such additional actions as may reasonably be required from time to time in order to effectuate the provisions and purposes of this Agreement.

**8.2 Modification/Waiver.** This Agreement contains the entire agreement among the parties hereto with respect to the transaction contemplated herein and shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. Any modification or waiver of any provisions of this Agreement, or consent to any departure therefrom, shall be effective only in the specific instance, and for the purpose, for which given. Neither any failure nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall single or partial exercise thereof preclude any other or future exercise, or the exercise of any other right, power or privilege.



8.3 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

8.4 Choice of Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada. Venue of any action shall be in Washoe County, Nevada.

8.5 Attorney's Fees. In the event any suit or action is instituted to enforce this Agreement, the prevailing party shall be entitled to recover, in addition to costs and expenses provided by statute or otherwise, such sums as the court may adjudge reasonable as attorneys' fees at trial or on appeal from judgment or decree entered at trial.

8.6 Assignment, Successors, Assigns, Etc. The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, their respective heirs, personal representatives, successors and assigns. In the event of an assignment, the assigning party shall not be relieved of any of its obligations and undertakings contracted for herein.

8.7 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

8.8 Legal Representation. Each party stipulates that they have been represented by counsel of their own choosing in connection with this Agreement. Each party has had the contents of this Agreement fully explained by their respective counsel and each is fully aware of the contents of this Agreement and its legal effect or has waived right to independent counsel even though they have been timely advised to, and have had adequate opportunity to, obtain independent legal counsel.

8.9 Interpretation. This Agreement is the product of negotiation and amendment, and shall not be interpreted particularly for or against either party because that party's legal representative drafted this Agreement or a portion of it.

8.10 Confidentiality. The parties shall keep the financial terms of this Agreement confidential and shall not disclose, directly or indirectly, the financial terms of this Agreement to any other person, except with the written consent of the other party or as otherwise required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed by their/its duly authorized officers on the day and year first above written.



IGT:

IGT, a Nevada  
corporation

By: 

Its: Jeanene St. John  
Director of IP Strategy and Licensing

SMI:

SUNSHINE MINTING, INC., an  
Idaho corporation

By: 

Its: Tom Power  
Chief Executive Officer

