

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IGT (UK 2) Limited		05/16/2014	CORPORATION: GREAT BRITAIN
IGT		05/16/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Kerching (Gibralter) Limited		
Street Address:	57/63 Line Wall Road		
Internal Address:	P O Box 199		
City:	Gibralter		
State/Country:	GIBRALTAR		
Entity Type:	CORPORATION: GIBRALTAR		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3653010	KERCHING	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	816-460-2400		
Email:	trademarks.us@dentons.com,anita.hansen@dentons.com		
Correspondent Name:	Brian R. McGinley		
Address Line 1:	Dentons US LLP		
Address Line 2:	P. O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	10001268-0001 (BRM)		
NAME OF SUBMITTER:	Brian R. McGinley		
SIGNATURE:	/brian r mcginley/		
DATE SIGNED:	06/01/2015		
Total Attachments: 13			
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IGT (UK 2) LIMITED

and

IGT

and

KERCHING (GIBRALTAR) LIMITED

DEED OF ASSIGNMENT OF TRADE MARKS: PROJECT KAPPA

LD-8173826/3



Fall Mill Court,
61-67 King Street
Manchester
M2 4FG

Tel: 0161 618 3012
Email: info@blueskylaw.co.uk

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THIS DEED is dated ¹⁶ May 2014.

PARTIES

- (1) IGT (UK 2) Limited incorporated and registered in England and Wales with company number 04005717 whose registered office is at Quay West Trafford Wharf Road, Trafford Park, Manchester, England, M17 1HH and IGT incorporated and registered in the State of Nevada with Nevada Secretary of State Registration Number C35-1952 whose registered office is at 6355 South Buffalo Drive, Las Vegas, Nevada 8113, Nevada. (together jointly and severally the Assignor).
- (2) Kerching (Gibraltar) Limited incorporated and registered in Gibraltar with registered number 111425 whose registered office is at 57/63 Line Wall Road, PO Box 199, Gibraltar (the Assignee).

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement.

AGREED TERMS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Main Agreement: an asset purchase agreement dated ^{16 May 2014} ~~16 May 2014~~ between the Assignor and the Assignee.

Trade Marks: the registered trade marks and the unregistered trade marks short particulars of which are set out in Schedule 1.

1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.

1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

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- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 **Writing** or **written** includes faxes but not e-mail.
- 1.9 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. Assignment

- 2.1 Pursuant to and for the consideration set out in the Main Agreement, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:
- 2.1.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- 2.1.2 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- 2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. Further assurance

- 3.1 The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this agreement, including registration of the Assignee as applicant or registered proprietor of the Trade Marks listed in Part 1 of Schedule 1.
- 3.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks listed in Part 1 of Schedule 1 to the Assignee:
- 3.2.1 if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
- 3.2.2 if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;

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- 3.2.3 provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);
 - 3.2.4 ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Bakesh Chablani and Chris Sheffield or any other person that the Assignee notifies to the Assignor from time to time; and
 - 3.2.5 provide the Assignee with all information and other assistance reasonably required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).
- 3.3 The Assignor irrevocably appoints the Assignee to be its attorney in his name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this agreement. A certificate in writing, signed by any director or the secretary of the Assignor that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned. This power of attorney is irrevocable as long as any of the Assignor's obligations under this agreement remain undischarged. The Assignee shall promptly provide the Assignor with all documents executed by the Assignee under this clause.
- 3.4 Without prejudice to clause 3.3, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- 3.4.1 take any action that this agreement requires the Assignor to take;
 - 3.4.2 exercise any rights which this agreement gives to the Assignor; and
 - 3.4.3 appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.

4. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

5. **Entire agreement**

- 5.1 This agreement and the Main Agreement constitute the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject

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matter. Any claim under this agreement is subject to the limitations on liability and claims set forth in the Main Agreement.

5.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement or as may have been made by a party or its advisors or representatives prior to this agreement.

5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. Severance

7.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

7.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

9. Third party rights

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

10. Notices

10.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

10.1.1 Assignor: Vice President of IP, IGT, 6355 South Buffalo Drive, Las Vegas, Nevada 8113

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10.1.2 Assignee: Rakesh Chhablani and Chris Sheffield, Kerching (Gibraltar) Limited 57/63
Line Wall Road, PO Box 199, Gibraltar

or as otherwise specified by the relevant party by notice in writing to each other party.

10.2 Any notice or other communication shall be deemed to have been duly received:

10.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

10.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the fifth Business Day after posting; or

10.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

10.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

10.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11. Governing law and jurisdiction

11.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed and delivered as a deed on the date stated at the beginning of it.

Schedule 1 - Trade Marks

Part 1 - Registered trade marks

Country	Class	Mark	No.	Specification of goods/services
UK	9, 28, 41	KERCHING	2442644	<p>Class 9: Game, entertainment, recreational and amusement machines and apparatus; video game machines and apparatus, all the aforesaid adapted for use with television receivers, housings, controlling apparatus, software and upgrade and modification kits and parts and fittings for game, entertainment, recreational and amusement machines and apparatus and video game machines and apparatus.</p> <p>Class 28: Game, entertainment, recreational and amusement machines and apparatus; video game machines and apparatus; gaming machines; fruit (gambling) machines; housings and parts and fittings for all the aforesaid goods.</p> <p>Class 41: Provision of gaming, entertainment and amusement machines and apparatus; rental of gaming, entertainment and amusement machines and apparatus; advisory and consultancy services relating to gaming, entertainment and amusement machines and apparatus; operation of gaming, entertainment and amusement machines and apparatus at sites for entertainment and amusement purposes; arranging contests and competitions in relation to the playing of games with gaming, entertainment and amusement machines and apparatus; providing gaming, entertainment and amusement services on video and computer systems, via on-line internet and other network communications and via interactive television services.</p>
Community Trade Mark	9, 28 and 41	KERCHING	EU005409141	<p>Class 9: Game, entertainment, recreational and amusement machines and apparatus; video game machines and apparatus, all the aforesaid adapted for</p>

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Country	Class	Mark	No.	Specification of goods/services
				<p>use with television receivers; housings, controlling apparatus, software and upgrade and modification kits and parts and fittings for game, entertainment, recreational and amusement machines and apparatus and video game machines and apparatus.</p> <p>Class 28: Game, entertainment, recreational and amusement machines and apparatus; video game machines and apparatus; gaming machines; fruit (gambling) machines; housings and parts and fittings for all the aforesaid goods.</p> <p>Class 41: Provision of gaming, entertainment and amusement machines and apparatus; rental of gaming, entertainment and amusement machines and apparatus; advisory and consultancy services relating to gaming, entertainment and amusement machines and apparatus; operation of gaming, entertainment and amusement machines and apparatus at sites for entertainment and amusement purposes; arranging contests and competitions in relation to the playing of games with gaming, entertainment and amusement machines and apparatus; providing gaming, entertainment and amusement services on video and computer systems, via on-line Internet and other network communications and via interactive television services.</p>
US	9, 28 and 41	KERCHING	3653010	<p>IC. 009: Game, entertainment, recreational and amusement machines and apparatus, namely, video game machines for use with televisions; gaming machines; machines for playing games of chance in the nature of slot machines; housings, namely, cabinets adapted to gaming machines; controlling apparatus for slot machines, namely, reel mechanism controllers; mother boards and pre-programmed modular units in the nature of R.O.M.; software for operating slot machines used in the gaming industry; upgrade and modification kits for the</p>

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Country	Class	Mark	No.	Specification of goods/services
				<p>aforesaid goods comprising updated versions of the above-mentioned software and equipment and apparatus, namely, housing cabinets adapted to gaming machines, controlling apparatus for slot machines in the nature of reel mechanism controllers, mother boards and pre-programmed modular units in the nature of R.O.M.; component parts and fittings for game, entertainment, recreational and amusement machines and apparatus, namely, video game machines for use with televisions, gaming machines and machines for playing games of chance in the nature of slot machines, namely, controllers, displays, button panels, joysticks, electrical wiring, and computer hardware and software associated therewith</p> <p>IC 026: Game, entertainment, recreational and amusement machines and apparatus, namely, arcade-type electronic education video games, computer-operated video games, hand-held unit for playing video games, stand-alone video game machines, stand-alone video output game machines, amusement game machines, LCD game machines</p> <p>IC 041: Provision of casino facilities featuring gaming, entertainment and amusement machines and apparatus; rental of gaming, entertainment and amusement machines and apparatus; operation of gaming, entertainment and amusement machines and apparatus at sites for entertainment and amusement purposes; arranging contests and competitions in relation to the playing of games with gaming, entertainment and amusement machines and apparatus; providing gaming, entertainment and amusement services, namely, providing games on video and computer systems, all via on-line (Internet and other network communications and via interactive television services</p>

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MarkName	Country	Case Type	Status	Current Appl. No	Current Appl. Date	Current Reg. Date	Current Reg. No	Expiration Date	Current Owner
KERCHING	Community Trademark	Regular	Registered	5489141	11/22/2006	11/15/2007	5489141	11/22/2016	IGT
KERCHING	United Kingdom	Regular	Registered	2442644	01/03/2007	01/03/2007	2442644	01/03/2017	IGT
KERCHING	US	Regular	Registered	77074180	01/02/2007	07/14/2009	3653010	07/14/2019	IGT

US: 03/7/2009

Executed as a deed by IGT (UK 2) LIMITED
acting by Paul L. Gossage

PLG

SIGNATURE OF DIRECTOR

a director in the presence of:

[Signature]

SIGNATURE OF WITNESS

Name: DAVID L. BEAHAN

Address: 6355 S. Buffalo Dr.
Las Vegas, NV 89113

Executed as a deed by IGT acting by

PLG

Paul L. Gossage its General Counsel
and Secretary in the presence of:

SIGNATURE OF GENERAL COUNSEL AND
SECRETARY

[Signature]

SIGNATURE OF WITNESS

Name: DAVID L. BEAHAN

Address: 6355 S. Buffalo Dr.
Las Vegas, NV 89113

Executed as a deed by KERCHING
(GIBRALTAR) LIMITED acting by
..... its Attorney in the
presence of:

.....

SIGNATURE OF ATTORNEY

SIGNATURE OF WITNESS

Name:

Address:

Executed as a deed by IGT (UK 2) LIMITED
acting by
a director in the presence of:

.....
SIGNATURE OF DIRECTOR

.....
SIGNATURE OF WITNESS

Name:

Address:

Executed as a deed by IGT acting by
..... its General Counsel
and Secretary in the presence of:

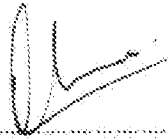
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SIGNATURE OF GENERAL COUNSEL AND
SECRETARY

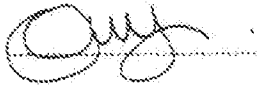
.....
SIGNATURE OF WITNESS

Name:

Address:

Executed as a deed by KERCHING
(GIBRALTAR) LIMITED acting by
~~Russell Young~~ its Attorney in the
presence of:


.....
SIGNATURE OF ATTORNEY


SIGNATURE OF WITNESS

Name: RUSSELL YOUNG

Address: 38 GARDINERS VIEW
GIBRALTAR

HEAD OF COMMERCIALS.

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