

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375810

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BetWiser, LLC		09/14/2015	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGS LLC		
<b>Street Address:</b>	5475 S. Decatur Blvd., Suite 100		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89118		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3784722	BUSTER BLACKJACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9165205713		
<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>			
<b>Phone:</b>	916-444-1000		
<b>Email:</b>	trademark@downeybrand.com		
<b>Correspondent Name:</b>	Michael J. Thomas		
<b>Address Line 1:</b>	621 Capitol Mall, 18th Floor		
<b>Address Line 4:</b>	Sacramento, CALIFORNIA 95814		
<b>ATTORNEY DOCKET NUMBER:</b>	41098.3		
<b>NAME OF SUBMITTER:</b>	Michael J. Thomas		
<b>SIGNATURE:</b>	/michaeljthomas/		
<b>DATE SIGNED:</b>	03/07/2016		
<b>Total Attachments: 14</b>			
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INTELLECTUAL PROPERTY PURCHASE AGREEMENT

THIS INTELLECTUAL PROPERTY PURCHASE AGREEMENT ("Agreement") is entered into on this 14<sup>th</sup> day of September, 2015 (the "Effective Date"), by and between BetWiser Games, LLC, a Nevada limited liability company (collectively "Seller"), [REDACTED] and AGS, LLC, a Delaware limited liability company ("Buyer").

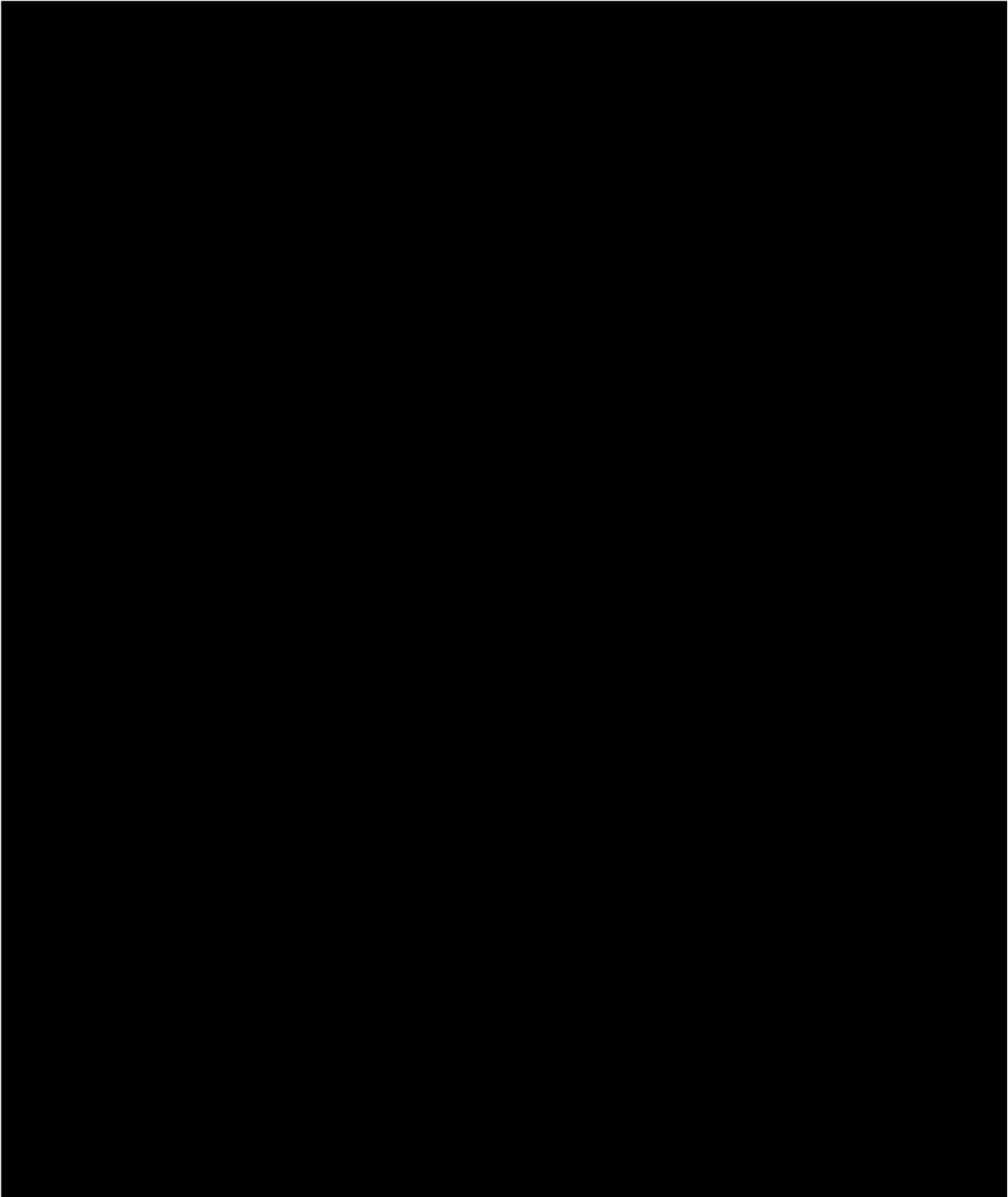
WHEREAS, Seller represents and warrants that it is the sole and exclusive owner of all rights and title in the United States patent identified on Schedule A; and

WHEREAS, Buyer wishes to purchase and Seller wishes to sell to Buyer all right, title and interest in and to the Patent (as defined in paragraph 1) and related Assets (as defined in paragraph 2).

NOW, THEREFORE, for the good and valuable consideration of [REDACTED]

[REDACTED] the sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows.

1. Transfer of Patent. Seller hereby sells, assigns, and transfers to Buyer: the entire right, title and interest in and to the patent identified on Schedule A, including without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions, foreign equivalents thereof, and the subject matter of all claims which may be obtained therefrom (collectively, the "Patent"). Seller also hereby sells, assigns, and transfers to Buyer all rights to any related game concepts and technology to the Patent referred to as "Buster Blackjack," except with regards to on-line and mobile rights relating thereto, which will remain with Seller, and grants Buyer the sole ability to develop and complete any games related thereto.
2. Transfer of Other Assets. Seller hereby sells, assigns, and transfers to Buyer all other related assets to the Patent, including but not limited to all revenues from all existing contracts/placements of games incorporating the Patent (and related intellectual property, such as trademark rights and URL's, if any). Schedule B contains lists of all tangible personal property and assets owned or held by the Seller and used or useful in the conduct of the business of the Seller relating to the Patent, along with any other intellectual property rights necessary for the operation of its businesses now conducted or presently proposed to be conducted. The foregoing are collectively referred to as the "Assets."
3. Recordations. Seller authorizes the Commissioner of Patents (and any relevant foreign equivalent) to record Buyer as the owner of the Patent.
4. [REDACTED]



5.

6.

7. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

(c)

(d)

(e)

(f)

(g)

(h)

(i)

(j) The Seller owns and has good title to such Assets as listed in Schedule B and none of such Assets is subject to any security interest, mortgage, pledge, conditional sales agreement or other lien or encumbrance (except for liens for current taxes, assessments, charges or other governmental levies not yet due and payable);

(k) The Seller owns or has the right to use, free and clear of all liens, charges, claims and restrictions, those trademarks, service marks, trade names, copyrights, licenses and other intellectual property rights necessary for the operation of its businesses now conducted or presently proposed to be conducted as set forth in Schedule B and to its knowledge, is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant to, any patent, trademark, service mark, trade name, copyright or other intangible asset, with respect to the use of the Assets;

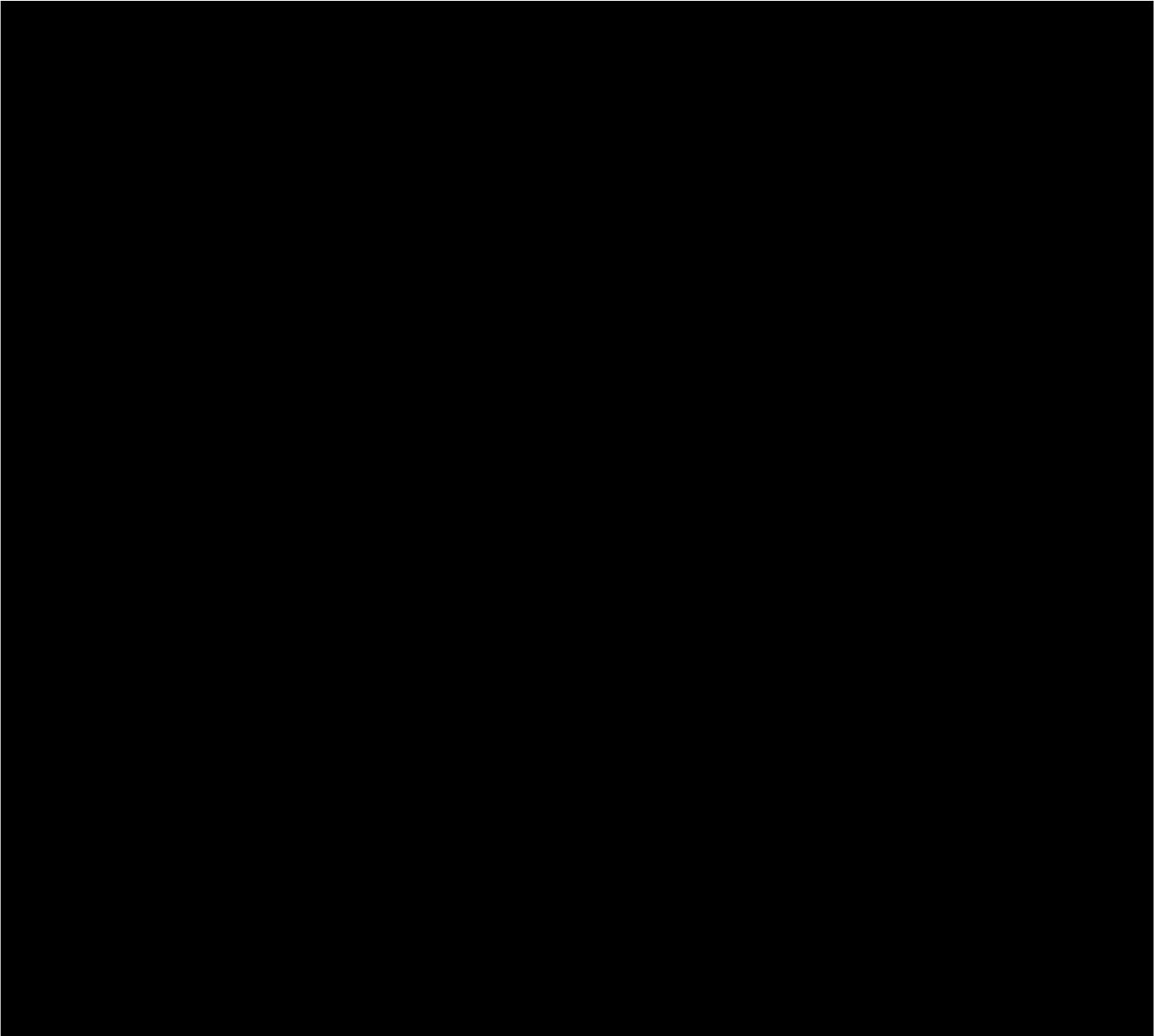
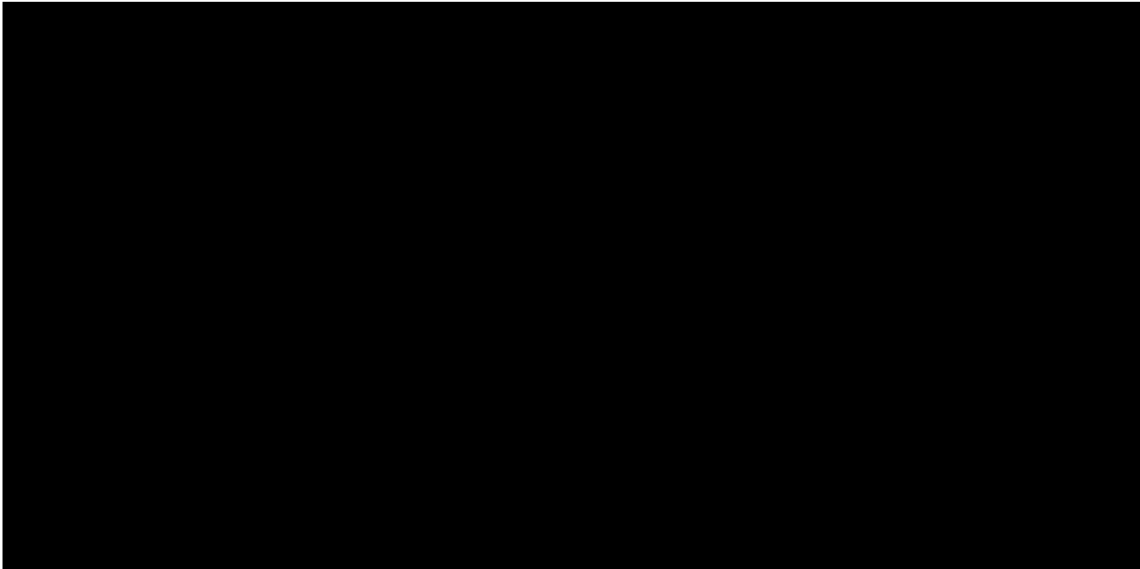
(l)

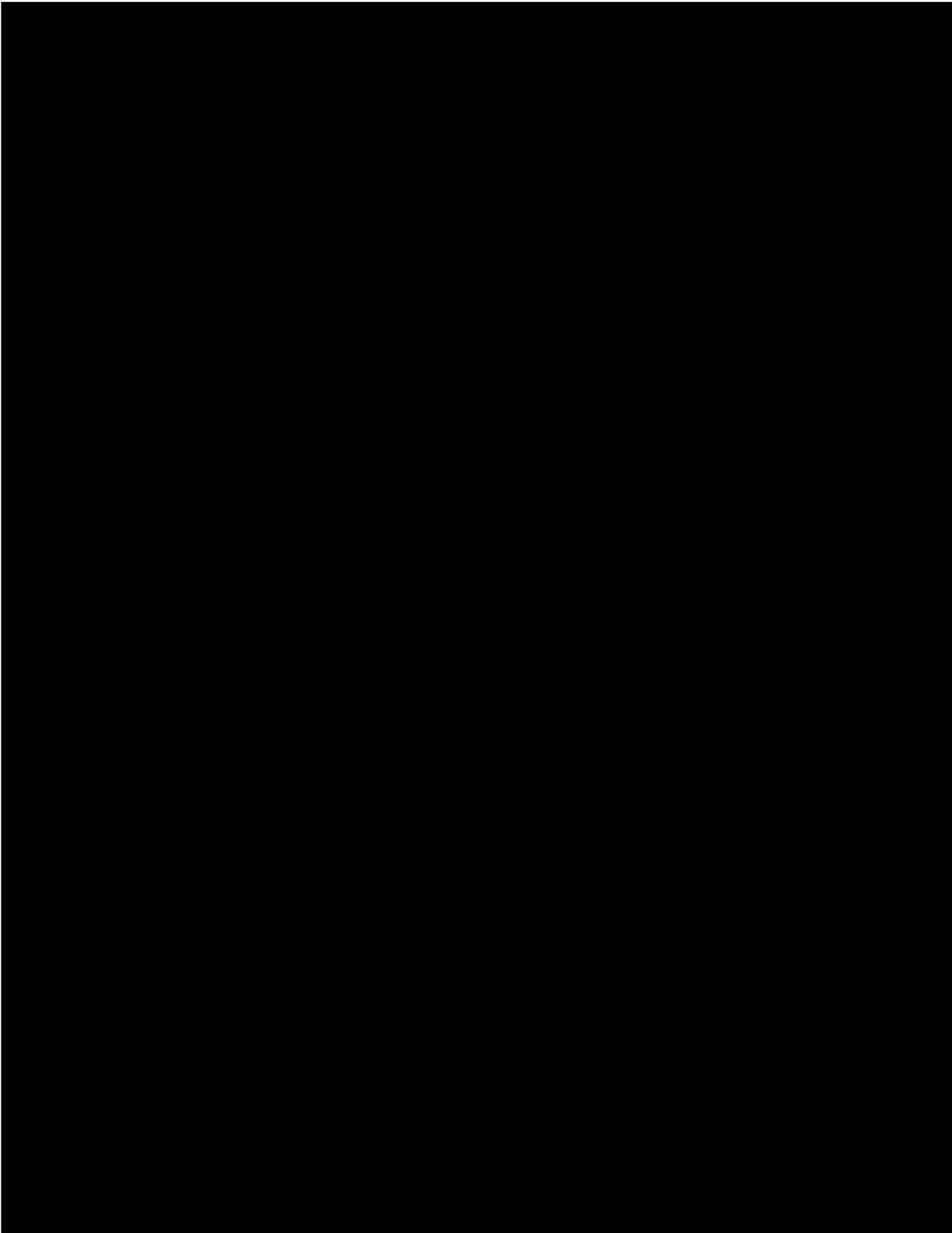
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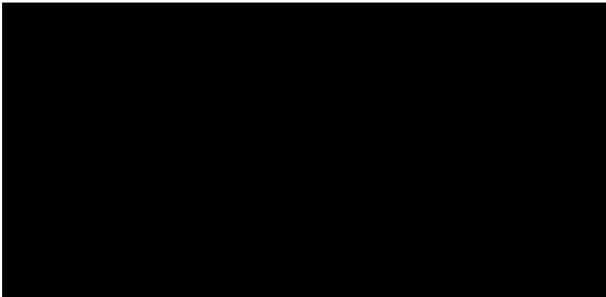


IN TESTIMONY WHEREOF, Seller and Buyer have caused this Agreement to be signed and executed by the undersigned officers thereunto duly authorized this 14<sup>th</sup> day of September, 2015.

**SELLER:**

Betwiser Games, LLC  
a Nevada limited liability company

Stanley Ko  
By: Stanley Ko  
Its: Owner



**BUYER:**

AGS, LLC  
a Delaware limited liability company

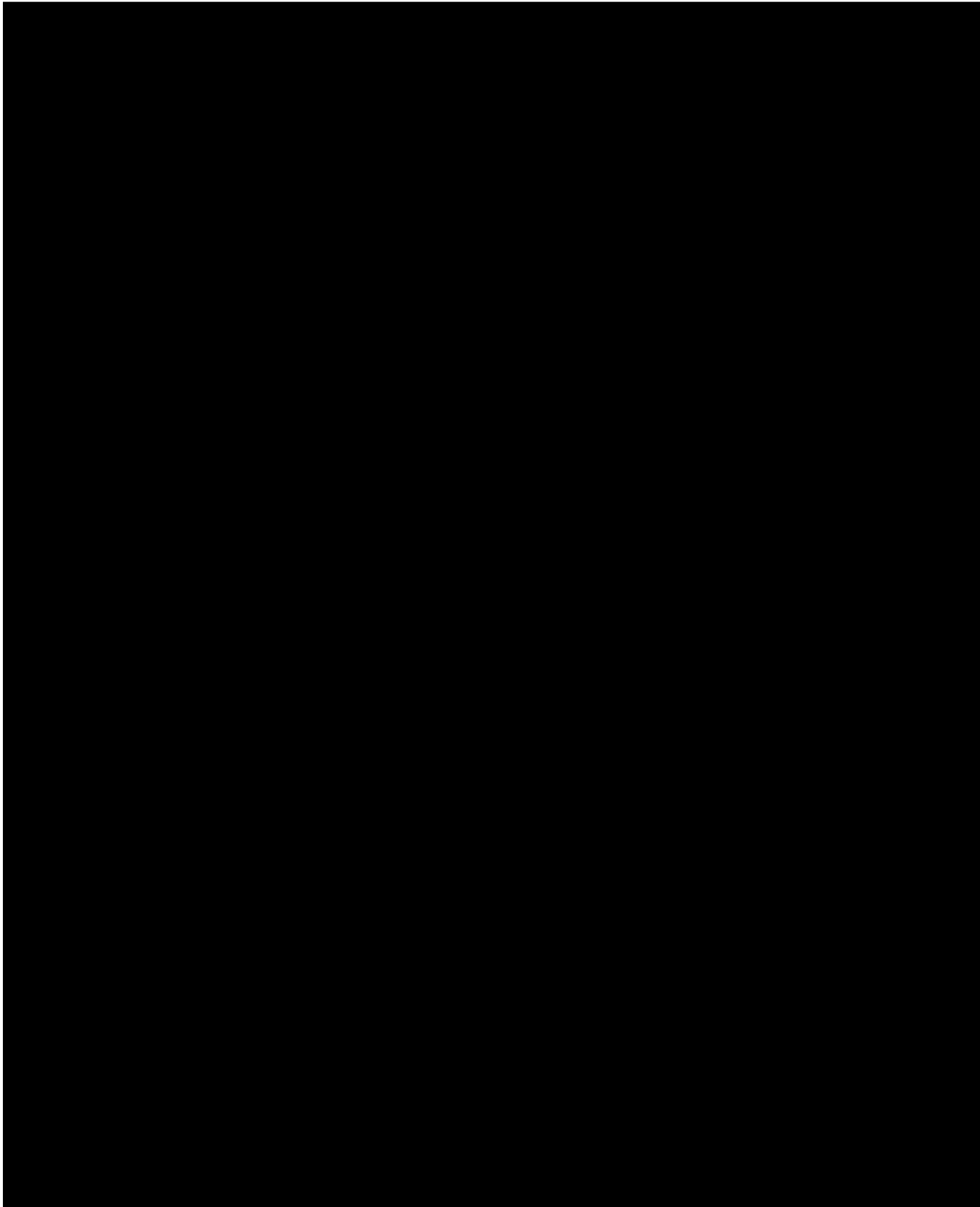
David Lopez  
By: David Lopez  
Its: President & CEO

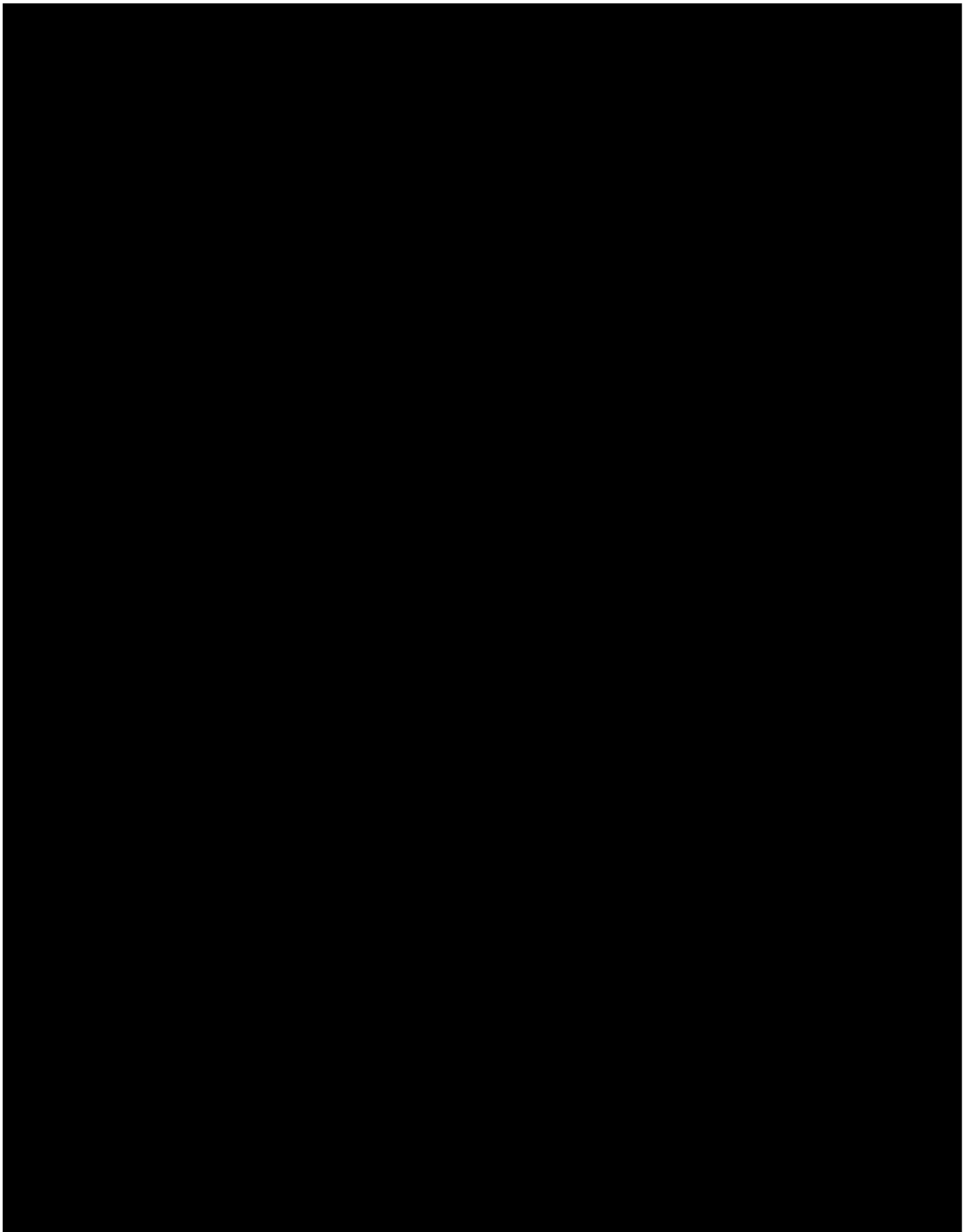
**SCHEDULE A**

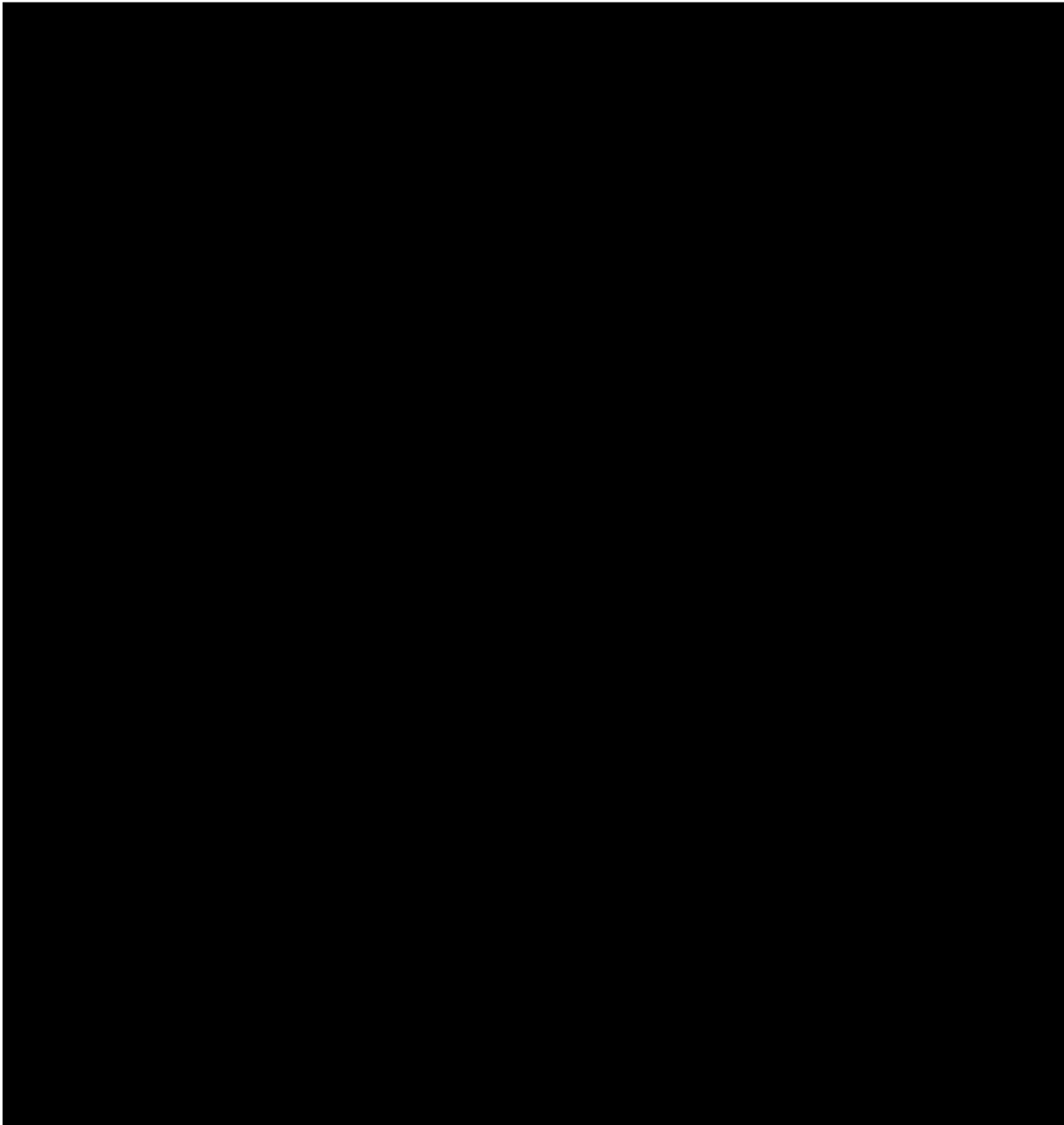


**SCHEDULE B**

**ASSETS**







**Intellectual Properties for Buster Blackjack**

<b>Property</b>	<b>No.</b>	<b>Date</b>	<b>Remark</b>
US Trademark Registration	3784722	Regd. 05/04/2010	Std. Character Mark "Buster Blackjack" Registration renewal and petition for incontestability were filed recently
European Community Trade Mark Application	013345251	Regd. 10/09/2014	Std. Character Mark "Buster Blackjack" in Classes 9, 28 and 41

Appendix 1

