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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91218431
Party	Plaintiff Double Down, Inc.
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

DOUBLE DOWN, INC., Petitioner/Opposer, **vs.** **IGT,** Registrant/Applicant.	**Opposition No. 91218431 (Parent)** Mark: DOUBLE DOWN STUD (Serial No. 86/244,094) **Cancellation No. 92059996** Mark: DOUBLEDOWN CASINO (Reg. No. 3,885,409)
IGT, Petitioner, **vs.** **DOUBLE DOWN, INC.,** Registrant.	**Cancellation No. 92060105** Mark: DOUBLE DOWN SALOON (Reg. No. 3,754,434)

MOTION FOR ADDITIONAL DISCOVERY PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 56(d) OR, ALTERNATIVELY, TO EXTEND RESPONSE DEADLINE TO MOTION FOR SUMMARY JUDGMENT PURSUANT TO TRADEMARK RULE 2.127(e)

Double Down, Inc. ("DDI") respectfully requests that the Board enter an order directing IGT to substantively respond to certain of DDI's discovery requests, and allowing DDI additional discovery, all of which are necessary for DDI to respond to IGT's Motion for Summary Judgment ("MSJ"), currently pending before the Board. Alternatively, DDI requests that the Board allow DDI an additional thirty (30) days to respond to the MSJ.

I. INTRODUCTION

In its MSJ, IGT conveniently downplays the dramatic transformation of its Double Down Casino from the Facebook application it acquired from a Seattle-based social game developer to the Double Down Casino that exists today: a lucrative virtual casino generating hundreds of millions of dollars in annual revenues through partnerships with land-based casinos that directly compete with DDI. The facts regarding IGT's casino affiliations go directly to the issue of whether IGT progressively encroached on

DDI's trademark rights in a manner that would justify the delayed filing of DDI's petition. Because such facts remain unknown to DDI, DDI respectfully requests that the Board allow it additional discovery before responding to IGT's MSJ.

Critically, DDI did not discover IGT's movement of the DOUBLE DOWN CASINO brand into the casino space until approximately one year before it filed this cancellation proceeding, when DDI learned of an interview and a number of press releases indicating that: (1) IGT was exploring the real-money online gaming possibilities for Double Down Casino; and (2) IGT was partnering with numerous brick-and-mortar casinos in revenue-sharing relationships, including the Hard Rock Hotel and Casino in Las Vegas, Nevada, which is located in DDI's backyard—***literally .3 miles down the street from DDI's DOUBLE DOWN-branded casino***. To be clear, through these press releases, IGT held itself out to the world as the company that solved a problem by "address[ing] how casino properties can expand their reach into social gaming."

Now, in a forum where it does not suit IGT's interest to characterize its casino partnerships as profitable enterprises in the casino-related services arena, IGT is singing a different tune. In response to DDI's written discovery requests—calculated to, among other things, explore the extent and timing of IGT's entry of the DOUBLE DOWN CASINO brand into the casino services market—IGT primarily objected. And, the limited responses IGT provided only raise more questions about how far into the realm of casino services IGT has taken (and plans to take) its DOUBLE DOWN CASINO brand, through its brick-and-mortar casino affiliates and otherwise. Likewise, the information provided in IGT's MSJ raises additional questions of fact about the growth of Double Down Casino.

Simply put, in order to respond to IGT's MSJ on laches, DDI needs the opportunity to explore through discovery the many issues of fact that remain regarding IGT's progressive encroachment on DDI's rights in DOUBLE DOWN-formative marks for casino services.

In the alternative, DDI requests that the Board allow it an additional thirty (30) days within which to respond to IGT's MSJ, pursuant to Trademark Rule 2.127(e).

II. FACTUAL BACKGROUND

A. DDI's Rights In DOUBLE DOWN

For over two decades, Petitioner has owned and operated the Double Down Saloon in Las Vegas, Nevada ("Double Down LV Property"), which offers, among other things, casino services, bar and restaurant services, and live entertainment services. (*See* Declaration of P. Moss ("Moss Decl."), ¶ 2.) In 1993, DDI secured a restricted gaming license, which authorized DDI to offer casino services at the Double Down LV Property, including, but not limited to, video poker, blackjack, keno and slots. (Moss Decl., ¶ 2.) Since at least as early as February 25, 1993, DDI has continuously offered casino services at the Double Down LV Property under the trademarks DOUBLE DOWN SALOON and DOUBLE DOWN ("DDI's Marks"). (Moss Decl., ¶ 2.)

DDI has expended substantial sums of money to advertise and promote the Double Down LV Property and DDI's Marks in nationwide print and broadcast media, and on the Internet, including through DDI's website located at www.doubledownsaloon.com and various social media outlets. (Moss Decl., ¶ 3.) Additionally, the Double Down LV Property has received national media coverage, including features on The Travel Channel as well as NBC's The Today Show. (Moss Decl., ¶ 3.) Because of DDI's significant investment in DDI's Marks over the course of more than two decades, DDI's Marks have acquired tremendous goodwill in the United States. (Moss Decl., ¶ 3.)

DDI owns federal registrations for the DOUBLE DOWN SALOON trademark for "[e]ntertainment in the nature of casino services and live performances by musicians and musical groups" in International Class 41—the registration at issue in these consolidated proceedings—and "[r]estaurant and tavern services" in International Class 43 (Registration Nos. 3,754,434 and 3,085,525). (Moss Decl., ¶ 4.) In both registrations, the term "SALOON" is disclaimed as descriptive of DDI's services. (Moss Decl., ¶ 4.)

B. DDI's Knowledge Of The Evolution Of IGT's DOUBLE DOWN CASINO Brand

1. *DDI Learns Of The DOUBLE DOWN CASINO-branded Social Gaming Application*

Sometime between 2010 and 2011, DDI first learned of "Double Down Casino,"[1] a Facebook application providing social computer games. (Moss Decl., ¶ 5.) During that time, the Double Down Casino application and corresponding federal trademark registration for DOUBLE DOWN CASINO ("CASINO Mark") were owned by entities and individuals located in Seattle, Washington—the original owner was Pickjam, LLC ("Pickjam"), which later assigned its rights to individuals located in Washington, who then assigned their rights to Double Down Interactive, LLC ("Double Down Interactive"). (Declaration of Laura Bielinski ("Bielinski Decl."), ¶ 2, Exh. A, trademark assignment records for the CASINO Mark.) At that time, as far as DDI was aware, the Double Down Casino application was strictly a social gaming endeavor—neither the application nor its owners had an a pparent connection to the United States regulated gaming industry. (Moss Decl., ¶ 5.)

2. *DDI Learns That IGT Was Acquiring The Double Down Casino Application*

Then, in January 2012, DDI learned that IGT had acquired Double Down Interactive and the Double Down Casino application, when one of DDI's owners, P Moss, read an article in the local newspaper announcing IGT's purchase of Double Down Interactive and its assets. (Moss Decl., ¶ 6.) At that time, DDI knew that IGT was a gaming machine manufacturer, but DDI was unaware of any plans by IGT to use the CASINO Mark in connection with casino services or brick-and-mortar casinos. (Moss Decl., ¶ 6.)

3. *DDI Learns That IGT Intends To Change The Nature Of Services Provided Under The CASINO Mark*

Subsequently, in or about September 2013, DDI learned of IGT's impending expansion of the CASINO Mark from the social computer game industry into the online gaming industry, when it discovered an interview with Double Down Interactive's CEO, Greg Enell, stating that the company "didn't consider

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[1] Throughout this Motion, DDI makes reference to IGT's use of DOUBLE DOWN in two words rather than one (DOUBLE [space] DOWN instead of DOUBLEDOWN), because although IGT's registration depicts DOUBLEDOWN as a single word, so far as DDI can tell, IGT primarily uses the mark in the same way as DDI—DOUBLE [space] DOWN. (*See, e.g.,* exhibits submitted in support of IGT's MSJ.)

real money an option at all, but with IGT, that becomes an option because they're licensed and regulated in all the States in the U.S. And because we have the strength of the relationship on Facebook, we can marry all of that together and, for example, offer real-money online slots in California on Facebook." (Moss Decl., ¶ 7.)

Likewise, in or about September 2013, DDI learned of IGT's expansion of the CASINO Mark into the land-based casino industry when it discovered IGT press releases announcing revenue-sharing partnerships with numerous casinos, including, but not limited to:

a) a press release announcing IGT's "revenue sharing partnership" with the Casino Del Sol Resort in Tucson, AZ, which would allow casino players to access and use the DOUBLEDOWN CASINO application "right on the Casino Del Sol Resort website," and which purported to be "the first of many planned partners that will feature the DoubleDown Casino app on its casino branded websites;"

b) a press release announcing IGT's first partnership with a Nevada, Las Vegas-based casino, the Hard Rock Hotel & Casino Las Vegas, in which it described its "rapidly growing revenue sharing relationship" as providing "access to the largest social casino site in the world—directly on a casino's proprietary website" and featuring "the full roster of [IT slot games], as well as multi-player poker;"

c) a press release announcing IGT's first revenue-sharing partnership with a Nevada, Reno-based casino and current "IGT Systems and games customer," the Bonzana Casino, in which IGT executive and Vice President of Global Sales, Eric Tom, states that the revenue-sharing partnership, "delivers an innovative solution for [IGT's] casino partners...as they are able to host some of the hottest casino games on the most popular social platform directly from their websites by leveraging IGT's technology;" and

d) a press release announcing IGT's revenue-sharing partnerships with fifteen additional land-based casino properties, which purported to bring the total partnerships to twenty-four since the revenue-sharing program was introduced, and claimed that "casino

properties are lining up to take advantage of the DoubleDown solution which addresses how casino properties can expand their reach into social gaming."

(Moss Decl., ¶ 8.)

In sum, until approximately September 2013, DDI was unaware that IGT or its predecessors in interest intended to use the CASINO Mark in connection or partnership with online casino services or brick-and-mortar licensed gaming establishments. (Moss Decl., ¶ 9.)

C. DDI Files This Cancellation And, Through Discovery, Attempts To Explore IGT's Development Of The CASINO Mark Into The Realm Of Casino Services—To No Avail

1. *DDI Files This Proceeding And Propounds Discovery Requests Regarding IGT's Expanding Use Of The CASINO Mark Into The Casino Industry*

DDI filed this cancellation proceeding on September 18, 2014, approximately one year after it learned that IGT intended to expand its use of the CASINO Mark in partnership with brick-and-mortar casino companies. On June 18, 2015, DDI propounded its first set of written discovery requests to IGT—its First Set of Interrogatories ("DDI's ROGs") and First Set of Document Requests ("DDI's RFPs," and together with Interrogatories, "Requests").

Among other things, DDI's Requests sought information related to how IGT has expanded use of the CASINO Mark into the casino services realm since the time Pickjam initially used and registered it, including:

- information and documents relating to IGT's acquisition of Double Down Interactive (Bielinski Decl., ¶ 4, Exh. B, DDI's ROGs), No. 6; Exh. C, DDI's RFPs, No. 5);
- documents evidencing the manner in which IGT uses the CASINO Mark (DDI's RFPs, No. 10);
- information and documents relating to IGT's plans to use or expand its use of the CASINO Mark (DDI's ROGs, No. 22; DDI's RFPs, No. 22);
- information and documents relating to agreements between IGT and third parties wherein IGT grants permission to use the CASINO Mark (DDI's ROGs, No. 23; DDI's RFPs, No. 28);

- information relating to, and documents evidencing, each product or service with which the CASINO Mark has been or will be used (DDI's ROGs, No. 11; DDI's RFPs, No. 12);
- documents relating to the assignment of rights in the CASINO Mark from Pickjam through to IGT (DDI's ROGs, No. 8; DDI's RFPs, No. 6);
- information relating to, and documents evidencing, the advertisement and promotional materials in each media utilized in connection with the CASINO Mark (DDI's ROGs, Nos. 20-21; DDI's RFPs, No. 18); and
- documents relating to the identity and characteristics of consumers and potential consumers of products or services offered in connection with the CASINO Mark (DDI's RFPs, No. 25).

2. *IGT Provides Limited Responses To DDI's Discovery Requests, But Does Not Sufficiently Address Facts Related To Its Expansion Of The CASINO Mark Into The Casino Industry*

In response to many of DDI's Requests, IGT responded with objections, failing to provide substantive responses. (Bielinski Decl., ¶ 5, Exh. D, IGT's Responses to Double Down, Inc.'s First Set of Interrogatories ("IGT's ROG Responses"); Exh. E, IGT's Responses to Double Down, Inc.'s First Set of Document Requests ("IGT's RFP Responses").) For example, as to the seven interrogatories relevant to the issues presented by IGT's MSJ, identified above in section II.C.1., *supra*, IGT objected and failed to substantively respond to DDI's ROGs, numbers 8, 20, and 21.[2] (IGT's ROG Responses.) Additionally, of the eight of DDI's RFPs identified above in section II.C.1., *supra*, IGT objected in response to five (numbers 5, 6, 10, 22, and 28) and then stated that it will only provide certain limited documents that IGT unilaterally decided were relevant—many of which IGT has not yet provided. (IGT's RFP Responses.)

The remaining information that IGT provided through its responses raises more questions than it answers. In other words, IGT's responses demonstrate that DDI must further explore the facts in order to

[2] In its responses to these requests, in addition to its objections, IGT cites Rule 33(d) and states that it will provide documents sufficient to demonstrate the responsive information. While reserving its right to dispute whether "[t]he burden of deriving or ascertaining the answer will be substantially the same for either party" with respect to the relevant requests under Rule 33(d), and whether the specified documents would in fact provide sufficient responsive information if disclosed, DDI notes that IGT has failed to substantively respond in that it has not provided most of the specified documents.

have a meaningful understanding of the extent to which IGT is using and intends to use the CASINO Mark in connection with casino-related services.

Notably, IGT's decision to file its MSJ at a time when discovery was outstanding, knowing discovery would be suspended, put DDI in a position where it was forced to accept the responses IGT gave it, and could not meet and confer regarding the deficient responses or file an appropriate motion to compel.

a. IGT's Discovery Responses Raise Additional Questions On Facts Related To IGT's "Affiliate Agreements"

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b. IGT's Discovery Responses Raise Additional Questions On Facts Related More Broadly To IGT's Movement Into The Casino Industry Under The CASINO Mark

In addition to the issues raised specifically by the "affiliate agreements," IGT's responses raise questions generally about IGT's expansion of the CASINO Mark into the casino industry. IGT states that "[a]t the time of acquisition and since, IGT has intended to grow and expand the use of DOUBLEDOWN CASINO for online games." (IGT's ROG Responses, No. 6.) IGT also states that it "plans to continue to grow the number of users of DOUBLEDOWN CASINO online games, as well as develop new online games, features, and capabilities for use in the DOUBLEDOWN CASINO online space." (IGT's ROG Responses, No. 22.) These statements raise, at the least, questions about IGT's intent to move into the online gaming space as online gaming becomes legal in various jurisdictions—questions to which DDI cannot find answers without additional discovery.

3. *IGT Files Its MSJ, Which Highlights Additional Issues Of Fact Regarding Growth Of The DOUBLE DOWN CASINO brand*

To be sure, IGT does not downplay the growth of Double Down Casino. In fact, much of IGT's MSJ juxtaposes the Double Down Casino currently operated by IGT against the Double Down Casino application created by its predecessor in 2010. For example, IGT reveals that in December 2010, Double

Down Casino had 125,000 daily users compared with 1.8 million in December 2014. (MSJ at p. 4.) Likewise, in the last quarter of 2010, while owned by IGT's predecessor, Double Down Casino generated under $1 million in revenue. (MSJ at p. 4.) In contrast, in the first quarter of 2015, IGT raked in more than $80 million in revenue from Double Down Casino. (MSJ at p. 4.)

IGT would have the Board believe that these impressive figures are the precise reason to bar DDI's cancellation petition. As portrayed by IGT, DDI stood idly by while IGT and its predecessors invested millions of dollars to develop Double Down Casino into what IGT considers to be among its "most valuable business assets."

For DDI, these figures represent the very reason it asked the Board for relief in 2014, not in 2010. Of course, IGT's broad assertions—supported only by an affidavit—do not tell the full story. They do not tell how or when Double Down Casino got from point A to point B. What DDI suspects, but cannot prove without discovery, is that such growth is directly tied to IGT's partnerships with land-based casinos, which provide IGT with access to their vast network of patrons for the purpose of promoting the virtual Double Down Casino. Such partnerships have not only transformed the services offered under the CASINO Mark; they have radically shifted the marketing channels utilized by IGT and its target consumer base.

III. ANALYSIS

A. Legal Standard

1. *Federal Rule of Civil Procedure 56(d)*

Federal Rule of Civil Procedure 56(d) provides that where the nonmovant in summary judgment shows that it cannot present facts essential to justify its opposition to the motion, the court may "(1) defer considering the motion or deny it; (2) allow time to obtain affidavits or declarations or to take discovery; or (3) issue any other appropriate order." Fed. R. Civ. P. 56(d). "That is, the party against whom summary judgment is sought may be permitted to take discovery if same is necessary to enable him to respond to the motion." *Orion Grp. Inc. v. the Orion Inirance Co. P.L.C.*, 12 U.S.P.Q.2d 1923, *1 (T.T.A.B. 1989) (decided under former Rule of Civil Procedure 56(f)).

The Board will grant a Rule 56(d) request for additional discovery where the party seeking relief sets forth specific issues of fact on issues central to the proceeding, and those facts are in the nonmoving

party's control. *Id.* (granting request for discovery where moving party asserted need for information regarding, among other things, facts relating to nonmoving party's use of its mark in the United States). Moreover, "it is well settled that the granting of a motion for summary judgment is inappropriate where the responding party has been denied discovery needed to enable it to respond to the motion." *Id.* (citing *Dunkin' Donuts of America, Inc. v. Metallurgical Exoproducts Corp.*, 6 U.S.P.Q.2d 1026 (Fed.Cir. 1988)).

2. *Laches And Progressive Encroachment*

The party raising the affirmative defense of laches carries the burden of proof. *Ava Ruha Corp. v. Mother's Nutritional Center, Inc.*, 113 U.S.P.Q.2d 1575 (T.T.A.B. 2015) (citing *Bridgestone/Firestone Research Inc. v. Automobile Club de l'Ouest de la France*, 245 F.3d 1359, 58 U.S.P.Q.2d 1460, 1462 (Fed. Cir. 2001)). In order to prevail on the affirmative defense of laches, a party must establish (1) "that there was undue or unreasonable delay [by petitioner] in asserting its rights," and (2) "prejudice to [respondent] resulting from the delay." *Bridgestone*, 245 F.3d at 1462-63.

The two foundational inquiries of undue or unreasonable delay and prejudice are questions of fact. *SCA Hygiene Prods. Aktiebolag v. First Quality Baby Prods., LLC*, 112 U.S.P.Q.2d 1198, 1202 (Fed. Cir. 2014). Respondent must establish that there is no genuine dispute of material fact as to either element. *Fishking Processors Inc. v. Fisher King Seafoods Ltd.*, 83 USPQ2d 1762, 1765 (T.T.A.B. 2007) (citing *Gasser Chair Co. v. Infanti Chair Mfg. Corp.*, 60 F.3d 770, 34 USPQ2d 1822, 1824 (Fed. Cir. 1995)).

In determining whether petitioner's delay was undue or unreasonable, the Board considers whether respondent has progressively encroached on petitioner's rights. *Ava Ruha Corp.*, 113 U.S.P.Q.2d 1575, *6. "The doctrine of progressive encroachment 'focuses the court's attention on the question of whether the defendant, after beginning its use of the mark, redirected its business so that it more squarely competed with plaintiff and thereby increased the likelihood of public confusion of the marks.'" *Id.* at *7 (quoting *Jansen Enterprises, Inc. v. Israel Rind and Stuart Stone*, 85 U.S.P.Q.2d 1104, at 1116 (T.T.A.B. 2007)). "For example, where a defendant begins use of a trademark or trade dress in the market, and then directs its marketing or manufacturing efforts such that it is placed more squarely in competition with the plaintiff, the plaintiff's delay is excused." *Ava Ruha Corp.*, 113 U.S.P.Q.2d 1575, *7.

B. Issues Of Fact Exist Regarding IGT's Progressive Encroachment On DDI's Rights In DOUBLE DOWN For Casino Services, And DDI Needs Additional Discovery On Those Issues

Issues of fact exist in this case regarding IGT's progressive encroachment on DDI's rights in the mark DOUBLE DOWN for casino-related services, meriting additional discovery so that DDI can respond to IGT's motion for summary judgment on the issue of laches. That is, for DDI to establish that any delay in filing this cancellation proceeding was not unreasonable, DDI needs the evidence—information and documents in IGT's control—regarding IGT's redirection of its business to more squarely compete with DDI in casino and related services. *Orion Grp. Inc.*, 12 U.S.P.Q.2d 1923, *1; *Ava Ruha Corp.*, 113 U.S.P.Q.2d 1575, *7.

Specifically, in order to respond to IGT's MSJ, DDI needs: (1) substantive responses to the discovery that DDI has already propounded relating to IGT's use and development of the CASINO Mark; (2) discovery regarding IGT's redirection of its marketing efforts in partnership with brick-and-mortar casinos; and (3) additional discovery regarding IGT's movement into the online gaming space. (*See* Section II.C., *supra*.) Without this discovery, DDI cannot present facts essential to justify its opposition to the motion. Fed. R. Civ. P. 56(d).

C. Alternatively, DDI Requests An Additional Thirty Days To Respond To IGT's MSJ Pursuant To Trademark Rule 2.127(e)

In the event that the Board is not inclined to grant DDI additional discovery, DDI respectfully requests an additional thirty days from the date of the Board's order on this motion within which to file a response to IGT's MSJ, under Trademark Rule 2.127(e). Good cause exists for the extension, as DDI's request for additional discovery is made in good faith.

IV. CONCLUSION

Based on the foregoing, DDI requests that the Board allow DDI additional discovery on the issues of fact identified in this Motion, so that DDI can meaningfully respond to IGT's MSJ. Alternatively, DDI requests that the Board grant DDI an additional thirty days from the date of any order denying additional discovery, for DDI to respond to the merits of IGT's MSJ.

Respectfully submitted,

By: /s/ Nikki L. Baker

Date: August 21, 2015

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PROOF OF SERVICE

Julie Obermeyer, an employee of Brownstein Hyatt Farber Schreck, LLP, says that on August 21, 2015, she served a copy of **MOTION FOR ADDITIONAL DISCOVERY PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 56(d) OR, ALTERNATIVELY, TO EXTEND RESPONSE DEADLINE TO MOTION FOR SUMMARY JUDGMENT PURSUANT TO TRADEMARK RULE 2.127(e)** upon Hope Hamilton at the law firm of Holland and Hart via email to the following addresses:

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I declare that the statement above is true to the best of my information, knowledge and belief.

/s/ Julie Obermeyer

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

DOUBLE DOWN, INC., Petitioner/Opposer, **vs.** **IGT,** Registrant/Applicant.	**Opposition No. 91218431 (Parent)** Mark: DOUBLE DOWN STUD (Serial No. 86/244,094) **Cancellation No. 92059996** Mark: DOUBLEDOWN CASINO (Reg. No. 3,885,409)
IGT, Petitioner, **vs.** **DOUBLE DOWN, INC.,** Registrant.	**Cancellation No. 92060105** Mark: DOUBLE DOWN SALOON (Reg. No. 3,754,434)

DECLARATION OF P MOSS IN SUPPORT OF MOTION FOR ADDITIONAL DISCOVERY, PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 56(d) OR, ALTERNATIVELY, TO EXTEND RESPONSE DEADLINE TO MOTION FOR SUMMARY JUDGMENT PURSUANT TO TRADEMARK RULE 2.127(e)

I, P Moss, hereby declare as follows

1. I am an officer and owner of Double Down, Inc. ("DDI"), a Nevada corporation. The facts stated herein are true and correct and of my own personal knowledge, based on my experience as an officer and owner of DDI, and my review of the information produced in, and related to, the above-captioned proceedings.

2. For over two decades, DDI has owned and operated the Double Down Saloon in Las Vegas, Nevada ("Double Down LV Property"), which offers, among other things, casino services, bar and restaurant services, and live entertainment services. In 1993, DDI secured a restricted gaming license, which authorized DDI to offer casino services at the Double Down LV Property, including, but not limited to, video poker, blackjack, keno and slots. Since at least as early as February 25, 1993, DDI has

continuously offered casino services at the Double Down LV Property under the trademarks DOUBLE DOWN SALOON and DOUBLE DOWN ("DDI's Marks").

3. DDI has expended money to advertise and promote the Double Down LV Property and DDI's Marks in nationwide print and broadcast media, and on the Internet, including through DDI's website located at www.doubledownsaloon.com and various social media outlets. Additionally, the Double Down LV Property has received national media coverage, including features on The Travel Channel as well as NBC's The Today Show. Because of DDI's investment in DDI's Marks over the course of more than two decades, DDI's Marks have acquired tremendous goodwill in the United States.

4. DDI owns federal registrations for the DOUBLE DOWN SALOON trademark for "[e]ntertainment in the nature of casino services and live performances by musicians and musical groups" in International Class 41—the registration at issue in these consolidated proceedings—and "[r]estaurant and tavern services" in International Class 43 (Registration Nos. 3,754,434 and 3,085,525). In both registrations, the term "SALOON" is disclaimed as descriptive of DDI's services.

5. Sometime between 2010 and 2011, DDI first learned of "Double Down Casino," a Facebook application providing social computer games ("Double Down Application"). I am informed and believe, and thereon allege, that during that time, the Double Down Application and corresponding federal trademark registration for DOUBLE DOWN CASINO ("CASINO Mark") were owned by entities and individuals located in Seattle, Washington—the original owner was Pickjam, LLC ("Pickjam"), which later assigned its rights to individuals located in Washington, who then assigned their rights to Double Down Interactive, LLC ("Double Down Interactive"). At that time, as far as DDI was aware, the Double Down Application was strictly a social gaming endeavor—neither the application nor its owners had an apparent connection to the United States regulated gaming industry.

6. Then, in January 2012, DDI learned that IGT had acquired Double Down Interactive and the Double Down Application, when I read an article in the local newspaper announcing IGT's purchase of Double Down Interactive and its assets. At that time, DDI knew that IGT was a gaming machine manufacturer, but DDI was unaware of any plans by IGT to use the CASINO Mark in connection with casino services or brick-and-mortar casinos.

7. Subsequently, in or about September 2013, DDI learned of IGT's impending expansion of the CASINO Mark from the social computer game industry into the online gaming industry, when my business partner and I discovered an interview with Double Down Interactive's CEO, Greg Enell, stating that the company "didn't consider real money an option at all, but with IGT, that becomes an option because they're licensed and regulated in all the States in the U.S. And because we have the strength of the relationship on Facebook, we can marry all of that together and, for example, offer real-money online slots in California on Facebook." A true and correct copy of this interview is attached hereto as Exhibit A.

8. Likewise, in or about September 2013, DDI learned of IGT's expansion of the DOUBLE DOWN CASINO brand into the land-based casino industry when my business partner and I discovered IGT press releases announcing revenue-sharing partnerships with numerous casinos, including, but not limited to:

a) a press release announcing IGT's "revenue sharing partnership" with the Casino Del Sol Resort in Tucson, AZ, which would allow casino players to access and use the DOUBLEDOWN CASINO application "right on the Casino Del Sol Resort website," and which purported to be "the first of many planned partners that will feature the DoubleDown Casino app on its casino branded websites;"

b) a press release announcing IGT's first partnership with a Nevada, Las Vegas-based casino, the Hard Rock Hotel & Casino Las Vegas, in which it described its "rapidly growing revenue sharing relationship" as providing "access to the largest social casino site in the world—directly on a casino's proprietary website" and featuring "the full roster of [IT slot games], as well as multi-player poker;"

c) a press release announcing IGT's first revenue-sharing partnership with a Nevada, Reno-based casino and current "IGT Systems and games customer," the Bonzana Casino, in which IGT executive and Vice President of Global Sales, Eric Tom, states that th e revenue-sharing partnership, "delivers an innovative solution for [IGT's] casino partners...as they are able to host some of the hottest casino games on the most popular social platform directly from their websites by leveraging IGT's technology;" and

d) a press release announcing IGT's revenue-sharing partnerships with fifteen additional land-based casino properties, which purported to bring the total partnerships to twenty-four since the revenue-sharing program was introduced, and claimed that "casino properties are lining up to take advantage of the DoubleDown solution which addresses how casino properties can expand their reach into social gaming."

True and correct copies of these press releases are attached hereto as Exhibit B.

9. In sum, until approximately September 2013, DDI was unaware that IGT or its predecessors in interest intended to use the CASINO Mark in connection or partnering with online casino services or brick-and-mortar licensed gaming establishments.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 21, 2015, in Las Vegas, Nevada.

P MOSS

EXHIBIT A

GeekWire Summit · Oct. 1-2 · Sheraton Seattle · Early-bird Tickets on Sale Now!

Trending: George R.R. Martin says HBO could finish 'Game of Thrones' before he does (http://www.geekwire.com/2015/will-hbo-finish-game-thrones-last-book-comes-anythings-possible-says-george-r-r-martin/)

Real gambling on Facebook? Double Down CEO says IGT deal could help make it a reality

BY TODD BISHOP (HTTP://WWW.GEEKWIRE.COM/AUTHOR/TODD/) on January 12, 2012 at 4:19 pm

8 Comments (http://www.geekwire.com/2012/real-gambling-facebook-double-clear/#disqus_thread) | Get early-bird tix for the GeekWire Summit! (htt

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Gambling technology company IGT's acquisition of Double Down Interactive for as much as $500 million (http://www.geekwire.com/2012/gambling-giant-igt-buying-doubledown-500m-moving-facebook-games) is big news for the Seattle startup scene, but it could also have far-reaching implications for the types of games people play on Facebook — helping to clear the way for actual gambling on the popular social network.

(http://cdn.geekwire.com/content/uploads/2012/01/

Double Down CEO Greg Enell

That's the word from Greg Enell, the Double Down Interactive CEO and co-founder, who spoke with GeekWire via phone this afternoon, shortly after the acquisition was announced. Double Down right now offers "casino-style" social games, with no real gambling. But Enell says the situation could start to change as early as later this year.

Continue reading for excerpts from our interview.

How did you weigh the offer from IGT vs. the benefits of staying independent?

Enell: The acquisition makes sense for us because IGT has such an enormous studio capacity for developing slot content, primarily. Slots is core to our business. IGT owns more than half of the LAN-based slot operations worldwide. They've got an incredible digital capacity, as well. Their studios are huge in Reno and Las Vegas. We're really excited about the idea of them being able to build slots for our platform, and incorporate big brands like Wheel of Fortune, Sex & The City, DaVinci Diamonds. I think it will be enormously beneficial. Bringing them into our virtual social platform give us a significant competitive advantage. Double Down will be the only one offering these brand-oriented slots.

How do you view social casino gaming vs. actual gambling at this point, and does this mean that at some point people will be able to win actual money in DoubleDown Casino?

In partnership with IGT, we get access to a really robust and proven real-money wagering platform online. If you were to marry the DoubleDown Casino brand, our large audience, and have the ability to cross-sell them into a real money wagering environment, that's powered by IGT using our brand on Facebook, in particular, I think it creates an enormous opportunity. We are the dominant casino product on Facebook, and Facebook has talked about allowing real-money wagering in authorized jurisdictions, and that could result in a DoubleDown Casino in the UK that offers real money with IGT's gaming systems powering the back-end. It creates an enormous economic opportunity for IGT and ourselves.

Could that happen in the U.S., based on the things that the U.S. Justice Department has recently talked about?

Yes. I think it could. On a state-by-state basis, we could do the exact same thing in the U.S., and that again creates an opportunity that is really beyond what I thought about six months ago. Six months ago, we didn't consider real money an option at all, but with IGT that becomes an option, because they're licensed and regulated in all the states in the U.S. And because we have the strength of the relationship on Facebook, we can marry all of that together and, for example, offer real-money online slots in California on Facebook. Obviously there's a tremendous economic upside to that.

Is there any real-money gambling anywhere on Facebook today?

No. Facebook has been saying that it's something that could come to fruition in late 2012 or or early 2013.

Previously on GeekWire: Gambling giant IGT buying Double Down for $500M, moving into Facebook games (http://www.geekwire.com/2012/gambling-giant-igt-buying-doubledown-500m-moving-facebook-games)

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__Todd Bishop__ is GeekWire's co-founder and editor, covering subjects including smartphones, tablets, PCs, video games, and tech giants such as Amazon, Apple, Microsoft and Google. Follow him @toddbishop (https://twitter.com/intent/user?screen_name=toddbishop) and email todd@geekwire.com (mailto:todd@geekwire.com).

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(http://www.geekwire.com/2012/ignitionbacked-splunk-files-125-million-ipo/)

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Big Fish Games to be acquired for $885 million by racetrack operator Churchill Downs (http://www.geekwire.com/2014/double-downs-acquires-big-fish/)

(http://www.geekwire.com/2014/tech-moves-5/)
Tech Moves: Ex-Zynga GM Jim Veevaert joins DoubleDown as co-founders leave; Jon Gelsey joins CEO at Auth0; and more (http://www.geekwire.com/2014/tech-moves-5/)

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EXHIBIT B

IGT's DoubleDown Casino Partners with Casino Del Sol Resort in Ariz.

Free social gameplay will soon be available on the Tucson, Ariz. casino website, marking Double Down Interactive's first land-based partnership.

LAS VEGAS, July 26, 2012 /PRNewswire/ -- International Game Technology (NYSE: IGT), the global leader in driving technology innovations in the gaming industry today announced that Casino Del Sol Resort in Tucson, Ariz. will be embedding the DoubleDown Casino app onto its website for casino players.

Beginning next week, players and enthusiasts of the Casino Del Sol Resort will be able to engage in thrilling social game play, including multi-player poker, right on the Casino Del Sol Resort website. This will allow guests to try out the hottest selection of poker play, slots and table games; including some of IGT's popular slot themes on their casino floor, such as Da Vinci Diamonds®, through unprecedented access to the DoubleDown Casino line-up of entertainment.

"Casino Del Sol Resort is proud to be the first land-based casino to offer DoubleDown games," said Roy Corby, COO of Casino Del Sol Resort. "The casino gaming landscape is changing every day, so it's vital that our offerings evolve to ensure guests' experiences are nothing less than extraordinary."

Casino Del Sol Resort is the first of many planned partners that will feature the DoubleDown Casino app on its casino branded websites. This revenue sharing partnership allows Casino Del Sol Resort to provide players with extended social entertainment time and value by the largest social casino site in the world – right on their website while at the same time, delivering upcoming and exciting news at the property itself.

"Casino Del Sol Resort is committed to offering more entertainment options to its players as it recognizes that more players are enjoying social casino games through various channels," said Eric Tom, IGT executive vice president of global sales. "Bringing the engaging line-up of DoubleDown's free to play games to the resort's website allows it to provide casino-style play while promoting loyalty to the Casino Del Sol brand."

Starting next week, please visit CasinoDelSol.com to see how Casino Del Sol Resort is using the DoubleDown Casino to engage their players. New games will be added automatically to the virtual casino, and first-time users of the app will receive $1 million in virtual chips to start their play.

IGT Resources:

- Like us on Facebook
- Like DoubleDown Casino on Facebook
- Follow us on Twitter
- View IGT's YouTube Channel
- Check out our other games and systems

About Double Down Interactive

Double Down Interactive, a wholly owned subsidiary of International Game Technology, is the leading casual games developer of "fun to play" casino experiences on the Internet. With veterans from top online game companies, the team is committed to providing consumers an online social casino experience that is unrivaled by anything else available. Anyone can play at the DoubleDown Casino by visiting http://apps.facebook.com/doubledowncasino or http://www.doubledowncasino.com/. Double Down Interactive is based in Seattle, Washington.

About IGT

International Game Technology (NYSE: IGT) is a global leader in casino gaming entertainment and continues to transform the industry by translating casino player experiences to social, mobile and interactive environments for regulated markets around the world. IGT's recent acquisition of Double Down Interactive provides engaging casino style entertainment to more than 5 million players monthly. More information about IGT is available at http://www.igt.com/ or connect with IGT at @IGTNews or www.facebook.com/IGT.

About Casino Del Sol Resort, Spa and Conference Center

Located in southwest metropolitan Tucson, Ariz., the Pascua Yaqui Tribe is a federally recognized tribe with more than 17,000 enrolled members. The Tribe owns and operates several enterprises including southern Arizona's

newest AAA Four Diamond-rated destination, Casino Del Sol Resort, Spa and Conference Center. Casino Del Sol Resort is a 215-room, 161,000-square-foot resort that features more than 65,000-square-feet of indoor and outdoor meeting and convention space; Hiapsi, a full-service spa; and several restaurants and lounges including PY Steakhouse, Prema Lounge and Starbucks. Scheduled to open in 2013, Sewailo golf course will soon be among the impressive amenities available to guests. This 18-hole, par 72 championship golf course designed by PGA golfer Notah Begay III will also feature a Jack Nicklaus Academy of golf – the first in Arizona. The Pascua Yaqui reservation is also home to two casinos: Casino of the Sun and Casino Del Sol. Non-gaming enterprises include the Anselmo Valencia Tori Amphitheater (AVA), a 5,000-seat open-air concert venue; and the Del Sol Marketplace, which includes a gas station, car wash, convenience store and smoke shop. For more information call 1-855-SOL-STAY (765-7829) or visit http://www.casinodelsolresort.com/. Follow Casino Del Sol on Facebook and Twitter.

Da Vinci Diamonds was created by High 5 Games. For more information on High 5 Games (H5G), go to www.high5games.com.

SOURCE IGT

Shanna Sabet, IGT Public Relations, +1-702-669-7537, Shanna.Sabet@IGT.com, Amy O'Hara, Allison+Partners for Casino Del Sol Resort, +1-623-201-5558, solcasinos@allisonpr.com

IGT's DoubleDown Casino Debuts First Land-Based Deal in Las Vegas

Hard Rock Hotel & Casino Las Vegas signs with the largest online casino.

LAS VEGAS, Sept. 4, 2012 /PRNewswire/ -- International Game Technology (NYSE: IGT), the global leader in driving technology innovations in the gaming industry, today announced that their DoubleDown Casino's first land-based partnership in Las Vegas, Nevada will be with Hard Rock Hotel & Casino Las Vegas.

The DoubleDown Casino application will be hosted on the Hard Rock Hotel & Casino Las Vegas website, www.hardrockhotel.com, giving players a chance to compete against friends and try their hand at winning virtual chips, all while remaining connected to the Hard Rock Hotel & Casino Las Vegas.

"Hard Rock Hotel & Casino Las Vegas is giving players more entertainment, even when they're not on the casino floor," said Eric Tom, executive vice president of global sales at IGT. "Engaging through the website allows players to remain connected to the property they know and trust, with DoubleDown Casino simply providing the gaming entertainment."

IGT's DoubleDown Casino provides players with exciting casino style game play online, with access to the full roster of games including Da Vinci Diamonds® and Cleopatra® slots, as well as multi-player poker. Other well-known and proven IGT slot games and an exhilarating new Bingo game are slated to arrive soon on the DoubleDown Casino.

"Hard Rock Hotel & Casino Las Vegas is constantly looking for ways to enhance our players' experiences," said Bill Warner, president of WG-Harmon, LLC, which manages the property. "What the relationship with DoubleDown Casino enables us to do is provide just that—more fun, more play, more entertainment."

Through the DoubleDown Casino, IGT is offering its casino partners with an avenue to provide extended social entertainment to their players across multiple platforms. This rapidly growing revenue sharing relationship also provides access to the largest social casino site in the world—directly on a casino's proprietary website, allowing the casino to have an advantageous opportunity to deliver targeted marketing messages to their customers.

New games will be added automatically to the virtual casino, and first-time users of the app will receive $1 million in virtual chips to start their play.

IGT Resources:

- Like us on Facebook
- Like DoubleDown Casino on Facebook
- Follow us on Twitter
- View IGT's YouTube Channel
- Check out our other games and systems

About IGT
International Game Technology (NYSE: IGT) is a global leader in casino gaming entertainment and continues to transform the industry by translating casino player experiences to social, mobile and interactive environments for regulated markets around the world. IGT's recent acquisition of Double Down Interactive provides engaging casino style entertainment to more than 5 million players monthly. More information about IGT is available at www.IGT.com or connect with IGT at @IGTNews or www.facebook.com/IGT.

About Hard Rock Hotel & Casino
Hard Rock Hotel & Casino is Las Vegas' off-strip playground, just minutes and less than three miles from McCarran International Airport. The premier destination entertainment resort is owned by Brookfield Real Estate Finance Fund II, a division of Brookfield Asset Management (NYSE: BAM) and managed by WG-Harmon, LLC, a subsidiary of Warner Gaming, LLC. Built in 1995, the property completed a $750 million expansion in 2010. Hard Rock Hotel & Casino offers an energetic entertainment and gaming experience with the services and amenities associated with a boutique luxury resort hotel. The property is known for its innovative nightlife and music scene where acts such as The Rolling Stones, Bon Jovi, Paul McCartney, Incubus, Foo Fighters, Carlos Santana and Motley Crue have all performed. Features of the property include an 11-story Casino Tower with 640 guest rooms, 17-story Paradise Tower with 490 rooms and suites and the all-suite HRH Tower with 359 suites, eight spa villas and seven penthouse suites; 72,000 square feet of casino space; 80,000 square feet of flexible meeting and convention space; more than $3 million in rare music memorabilia throughout the hotel; the luxurious Vanity Nightclub, home to SIN on Sundays industry party; Reliquary Water Sanctuary & Spa; Reliquary Salon; 4.5 acres of tropical pool paradise which houses

the trendsetting pool parties including the famous REHAB Sunday party and RELAX Monday party as well as the new Summer Camp Fridays and Nectar Music Festival Saturdays; The Joint concert venue; Hart & Huntington Tattoo Co.; restaurants including the new amped up gastropub Culinary Dropout, The Ainsworth, traditional steakhouse with an edge 35 Steaks + Martinis, Mexican cantina Pink Taco, and 'round the clock diner Mr. Lucky's Café and a state-of-the-art Fitness Center. For room availability and additional information call 800.HRD.ROCK (800.473.7625) or visit www.hardrockhotel.com.

Da Vinci Diamonds was created by High 5 Games. For more information on High 5 Games (H5G), go to www.high5games.com.

SOURCE International Game Technology

Shanna Sabet, IGT Public Relations, +1-702-669-7537, Shanna.Sabet@IGT.com

IGT's DoubleDown Casino Brings Social Casino Gaming to the Bonanza Casino

The largest online casino debuts its social free-to-play solution with its latest casino partner in Reno, Nev.

LAS VEGAS, Sept. 18, 2012 /PRNewswire/ -- International Game Technology (NYSE: IGT), the global leader in driving technology innovations in the gaming industry, today announced the latest DoubleDown Casino land-based partnership with Bonanza Casino in Reno, Nev. The Bonanza joins casino properties across the U.S. that have partnered with IGT to launch the DoubleDown social gaming casino on their websites over the last three months.

The Bonanza Casino website, www.bonanzacasino.com, will host the DoubleDown Casino application, which will give the casino's players an opportunity to explore exciting casino-style entertainment while remaining connected to the Bonanza brand.

"Social gaming continues to be a growing trend worldwide," said Eric Tom, IGT executive vice president of Global Sales." Through the DoubleDown Casino application, IGT delivers an innovative solution for our casino partners, such as Bonanza Casino, as they are able to host some of the hottest casino games on the most popular social platform directly from their website by leveraging IGT's technology."

Bonanza, which is currently an IGT Systems and games customer, will deploy the DoubleDown Casino online through a revenue-sharing program in the coming weeks. With access to the online casino's full roster of enthralling game titles such as Da Vinci Diamonds® and Cleopatra® slots, as well as the newly released Bingo with multi-themed rooms and multi-player poker, the Reno-based casino will have access to new games instantly as they launch online. New games will be added automatically to the virtual casino, and first-time users of the app will receive $1 million in virtual chips to start their play.

"Offering our players this tremendous game suite online is defining a new level of entertainment for us," said Martin Amba, Bonanza Casino marketing manager. "Through the DoubleDown Casino, we are offering our players, both loyal and new, with fun, free-to-play social gaming entertainment, right on our website."

IGT Resources:

- Like us on Facebook
- Like DoubleDown Casino on Facebook
- Follow us on Twitter
- View IGT's YouTube Channel
- Check out our other games and systems

About IGT
International Game Technology (NYSE: IGT) is a global leader in casino gaming entertainment and continues to transform the industry by translating casino player experiences to social, mobile and interactive environments for regulated markets around the world. IGT's recent acquisition of DoubleDown Interactive provides engaging casino style entertainment to more than 5 million players monthly. More information about IGT is available at www.IGT.com or connect with IGT at @IGTNews or www.facebook.com/IGT. Anyone can play at the DoubleDown Casino by visiting http://apps.facebook.com/doubledowncasino or www.doubledowncasino.com.

About Bonanza Casino
The Bonanza Casino, located at 4720 North Virginia Street in Reno, Nevada is a family owned and operated business, having first opened its doors in 1973. The casino has two restaurants, Cactus Creek Prime Steakhouse, voted Best of Nevada by Nevada Magazine in 2010, 2011 and 2012, and the Branding Iron Cafe and Buffet, which is open for dining 24/7. With six tables and Blazin' Saddles, your seat to IGT's newest slots, as well as Club Cal-Nevada Sports Book, Bonanza Casino has something to offer every player.

Da Vinci Diamonds was created by High 5 Games. For more information on High 5 Games (H5G), go to www.high5games.com.

SOURCE IGT

Shanna Sabet, IGT Public Relations, +1-702-669-7537, Shanna.Sabet@IGT.com

IGT's DoubleDown Casino Gains Momentum; Signs 15 New Casinos

October proves to be fruitful for the DoubleDown Casino, as several casinos sign agreements to implement the free-to-play social gaming solution onto their websites.

LAS VEGAS, Oct. 22, 2012 /PRNewswire/ -- With more than a decade of experience in market-leading interactive game content, International Game Technology (NYSE: IGT) has announced that it has signed on with fifteen additional land-based casino partners who will be featuring the DoubleDown Casino solution on their websites—taking the total to 24 since the partnership program was introduced in August.

DoubleDown Casino includes some of the top-performing land-based game titles in the industry, including Da Vinci Diamonds® and Cleopatra®, with plans to include many more popularly-ranked IGT land-based and interactive game titles in the coming year.

"IGT is providing a unique and highly desired service to the casino community, with continuous innovation and proven results in the social gaming arena," said Robert Melendres, IGT executive vice president of Emerging Businesses. "The DoubleDown Casino is providing casinos with a solution that they can utilize today, having been made available to encourage and incent players to return to the casinos for even more exciting game play."

Casino properties are lining up to take advantage of the DoubleDown solution which addresses how casino properties can expand their reach into social gaming. In the past month, fifteen additional partnerships have formed in California, Colorado, Oklahoma, Louisiana, Florida, Minnesota, South Dakota and Virginia.

The DoubleDown Casino solution not only shows tremendous forward-thinking on the part of the casinos, who are essentially offering their players with a free-play solution for poker, bingo, slots and additional casino-style entertainment immediately, but it also allows the casino player with a way to connect with the casino property in a way that has never been offered before.

All of the fun and excitement that DoubleDown Casino offers gives players a wide variety of popular slot game options such as classic IGT slot titles Da Vinci Diamonds® and Cleopatra®, a newly released Bingo game, and multi-player poker directly to the casino's website. The DoubleDown Casino will launch many more games during the next 12 months, all of which will be available to land-based casinos as part of the program.

IGT Resources:

- Like us on
- Like DoubleDown Casino
- Follow us on Twitter
- View IGT's YouTube Channel
- Check out our other games and systems

About IGT

International Game Technology) is a global leader in casino gaming entertainment and continues to transform the industry by translating casino player experiences to social, mobile and interactive environments for regulated markets around the world. IGT's recent acquisition of DoubleDown Interactive provides engaging casino style entertainment to more than 5 million players monthly. More information about IGT is available at www.IGT.com or connect with IGT at @IGTNews or www.facebook.com/IGT. Anyone can play at the DoubleDown Casino by visiting http://apps.facebook.com/doubledowncasino or www.doubledowncasino.com.

Da Vinci Diamonds was created by High 5 Games. For more information on High 5 Games (H5G), go to www.high5games.com.

SOURCE IGT

Shanna Sabet, IGT Public Relations, +1-702-669-7537, Shanna.Sabet@IGT.com, Carrie Peters, DoubleDown Interactive Public Relations, +1-206-430-5760, Carrie.Peters@IGT.com

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

DOUBLE DOWN, INC., Petitioner/Opposer, **vs.** **IGT,** Registrant/Applicant.	**Opposition No. 91218431 (Parent)** Mark: DOUBLE DOWN STUD (Serial No. 86/244,094) **Cancellation No. 92059996** Mark: DOUBLEDOWN CASINO (Reg. No. 3,885,409)
IGT, Petitioner, **vs.** **DOUBLE DOWN, INC.,** Registrant.	**Cancellation No. 92060105** Mark: DOUBLE DOWN SALOON (Reg. No. 3,754,434)

DECLARATION OF LAURA BIELINSKI, ESQ., IN SUPPORT OF MOTION FOR ADDITIONAL DISCOVERY, PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 56(D) OR, ALTERNATIVELY, TO EXTEND RESPONSE DEADLINE TO MOTION FOR SUMMARY JUDGMENT PURSUANT TO TRADEMARK RULE 2.127(E)

I, Laura Bielinski, Esq., hereby declare as follows:

1. I am an attorney with the law firm Brownstein Hyatt Farber Schreck, LLP, counsel for Double Down, Inc., a Nevada corporation and a party in the above-captioned proceedings before the Trademark Trial and Appeal Board. The facts stated herein are true and correct and of my own personal knowledge and my review of the information produced in, and related to, the above-captioned proceedings.

2. Attached hereto as Exhibit A are true and correct copies of the trademark assignment records filed with the United States Patent and Trademark Office ("USPTO"), assigning the interest in U.S. Registration number 3,885,409, from the registration's original owner to others and then to IGT, a

party in the above-captioned matter, for the trademark DOUBLEDOWN CASINO ("CASINO Mark"), that my office retrieved from the USPTO website.

3. In these consolidated proceedings, DDI seeks to cancel IGT's registration for the CASINO Mark, which IGT uses in connection with its DOUBLE DOWN CASINO-branded Facebook application and website ("Double Down Application"). IGT has filed a motion for summary judgment ("MSJ"), alleging that DDI's request for cancellation is barred by the doctrine of laches. Through its Motion for Additional Discovery Pursuant to Federal Rule of Civil Procedure 56(d) or, Alternatively, to Extend Response Deadline to Motion for Summary Judgment Pursuant to Trademark Rule 2.127(e), DDI seeks an order directing IGT to respond substantively to DDI's discovery requests, and for additional discovery—all necessary to DDI's response to IGT's MSJ. Specifically, this discovery is necessary to DDI's claim that IGT has progressively encroached on IGT's rights in the trademark DOUBLE DOWN for casino services.

4. On June 18, 2015, DDI propounded its first set of written discovery requests to IGT—its First Set of Interrogatories ("DDI's ROGs") and First Set of Document Requests ("DDI's RFPs," and together with Interrogatories, "Requests"). The Requests sought, among other things, information related to how IGT has expanded use of the CASINO Mark into the casino services realm since the time its predecessor in interest initially used and registered it, including:

- information and documents relating to IGT's acquisition of Double Down Interactive (DDI's ROGs, No. 6; DDI's RFPs, No. 5);
- documents evidencing the manner in which IGT uses the CASINO Mark (DDI's RFPs, No. 10);
- information and documents relating to IGT's plans to use or expand its use of the CASINO Mark (DDI's ROGs, No. 22; DDI's RFPs, No. 22);
- information and documents relating to agreements between IGT and third parties wherein IGT grants permission to use the CASINO Mark (DDI's ROGs, No. 23; DDI's RFPs, No. 28);

- information relating to, and documents evidencing, each product or service with which the CASINO Mark has been or will be used (DDI's ROGs, No. 11; DDI's RFPs, No. 12);
- documents relating to the assignment of rights in the CASINO Mark from Pickjam through to IGT (DDI's ROGs, No. 8; DDI's RFPs, No. 6);
- information relating to, and documents evidencing, the advertisement and promotional materials in each media utilized in connection with the CASINO Mark (DDI's ROGs, Nos. 20-21; DDI's RFPs, No. 18); and
- documents relating to the identity and characteristics of consumers and potential consumers of products or services offered in connection with the CASINO Mark (DDI's RFPs, No. 25).

A true and correct copy of DDI's ROGs is attached hereto as Exhibit B. A true and correct copy of DDI's RFPs is attached hereto as Exhibit C.

5. On July 24, 2015, IGT responded to the Requests. A true and correct copy of IGT's Responses to Double Down, Inc.'s First Set of Interrogatories is attached hereto as Exhibit D. A true and correct copy of IGT's Responses to Double Down, Inc.'s First Set of Document Requests is attached hereto as Exhibit E.

Redacted

Redacted

9. In addition to the issues raised specifically by the "affiliate agreements," IGT's responses raise questions generally about IGT's expansion of the CASINO Mark into the casino industry. IGT states that "[a]t the time of acquisition and since, IGT has intended to grow and expand the use of DOUBLEDOWN CASINO for online games." (IGT's ROG Responses, No. 6.) IGT also states that it "plans to continue to grow the number of users of DOUBLEDOWN CASINO online games, as well as develop new online games, features, and capabilities for use in the DOUBLEDOWN CASINO online space." (IGT's ROG Responses, No. 22.) These statements raise, at the least, questions about IGT's intent to move into the online gaming space as online gaming becomes legal in various jurisdictions—questions to which DDI cannot find answers without additional discovery.

10. Additionally, the information contained in IGT's MSJ highlights issues of fact regarding IGT's growth of the DOUBLE DOWN CASINO brand. The MSJ points to a staggering growth in both revenue and the number of consumers who use the Double Down Application. For DDI, these figures represent the very reason it asked the Board for relief in 2014, not in 2010. Of course, IGT's broad assertions—supported only by an affidavit—do not tell the full story. They do not tell how or when

DOUBLE DOWN CASINO got from point A to point B. What DDI suspects, but cannot prove without discovery, is that such growth is directly tied to IGT's partnerships with land-based casinos, which provide IGT with access to their vast network of patrons for the purpose of promoting the virtual DOUBLE DOWN CASINO. Such partnerships have not only transformed the services offered under the DOUBLE DOWN CASINO Mark; they have radically shifted the marketing channels utilized by IGT and its target consumer base.

11. In sum, issues of fact exist in this case regarding IGT's progressive encroachment on DDI's rights in the mark DOUBLE DOWN for casino-related services, meriting additional discovery so that DDI can respond to IGT's motion for summary judgment on the issue of laches. That is, for DDI to establish that any delay in filing this cancellation proceeding was not unreasonable, DDI needs the evidence—information and documents in IGT's control—regarding IGT's redirection of its business to more squarely compete with DDI in casino and related services.

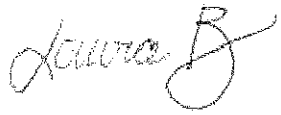
12. Specifically, in order to respond to IGT's MSJ, DDI needs: (1) substantive responses to the discovery that DDI has already propounded relating to IGT's use and development of the CASINO Mark; (2) discovery regarding IGT's redirection of its marketing efforts in partnership with brick-and-mortar casinos; and (3) additional discovery regarding IGT's movement into the online gaming space. Without this discovery, DDI cannot present facts essential to justify its opposition to the motion.

13. In the event that the Board is not inclined to grant DDI additional discovery, DDI respectfully requests an additional thirty days from the date of the Board's order on this motion within which to file a response to IGT's MSJ, under Trademark Rule 2.127(e). Good cause exists for the extension, as DDI's request for additional discovery is made in good faith.

14. A true and correct copy of Double Down, Inc.'s Answers to IGT's First Set of Interrogatories is attached hereto as Exhibit H.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 21, 2015, in Santa Barbara, California.



LAURA BIELINSKI

EXHIBIT A

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
Pickjam LLC		10/01/2010	LTD LIAB JT ST CO: WASHINGTON

RECEIVING PARTY DATA

Name:	Gregory Enell
Street Address:	1101 N. Northlake Way
Internal Address:	Suite 5
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Cooper Dubois
Street Address:	1101 N. Northlake Way
Internal Address:	Suite 5
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Scott Wilburn
Street Address:	1101 N. Northlake Way
Internal Address:	Suite 5
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Ron Erickson

OP $40.00 77967593

Street Address:	1101 N. Northlake Way
Internal Address:	Suite 5
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77967593	DOUBLEDOWN CASINO

CORRESPONDENCE DATA

Fax Number: (206)299-0477
Phone: 2066173040
Email: sean@focallaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Sean M. McChesney
Address Line 1: 800 Fifth Avenue
Address Line 2: Suite 4100
Address Line 4: Seattle, WASHINGTON 98104

NAME OF SUBMITTER:	Sean M. McChesney
Signature:	/smm/
Date:	10/11/2011

Total Attachments: 3
source=DOUBLDEOWN CASINO Assignment - Pickjam LLC to 4 Individuals#page1.tif
source=DOUBLDEOWN CASINO Assignment - Pickjam LLC to 4 Individuals#page2.tif
source=DOUBLDEOWN CASINO Assignment - Pickjam LLC to 4 Individuals#page3.tif

TECHNOLOGY ASSIGNMENT AGREEMENT

THIS TECHNOLOGY ASSIGNMENT AGREEMENT (the "**Agreement**") is made and entered into this 1st day of October, 2010, by and between Pickjam LLC, (the "**Assignor**") and the individuals listed on the signature page to this Agreement (each an "**Assignee**" and collectively the "**Assignees**"). The parties hereto agree as follows:

AGREEMENT

1. Assignor hereby irrevocably distributes, assigns, sells, transfers and conveys to the Assignees all right, title and interest, on a worldwide basis, in and to the business plan for the "DoubleDown Casino," which currently operates on Facebook at http://apps.facebook.com/doubledowncasino, including proprietary information, business and commercial rights and interests such as user names and data, source code, art, U.S. Trademark Application Serial No. 77967593 for the word mark "Doubledown Casino," trade secrets and other intellectual property that comprises the DoubleDown Casino (collectively, the "**Double Down Casino Asset**") and all applicable intellectual property rights, on a worldwide basis, related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights (the "**Property**").

2. Assignees agree that the Property shall be held and maintained at all times indivisible as among the Assignees.

3. Upon each request by the Assignees, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at the Assignees's expense as the Assignees may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Assignees's name and for its benefit. In the event the Assignees is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Assignees and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Assignees any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned hereunder.

4. Assignor further agrees to deliver to the Assignees upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under

its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Assignees from and after the execution of this Agreement and at the expense of the Assignees competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

5. Assignor represents and warrants to the Assignees that (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Property is an original work of Assignor, (e) none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound, and (h) Assignor has maintained the Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party.

6. Assignor further represents and warrants to the Assignees that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Property. Assignor agrees to promptly inform the Assignees of any such claim arising or threatened in the future with respect to the Property or any part thereof.

7. Assignor will indemnify and hold harmless the Assignees, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a **"Claim"**) set forth in this Agreement, provided that the Assignees gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

8. This Agreement and the Exhibits attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

9. This Agreement will be governed and construed in accordance with the laws of the State of Washington as applied to transactions taking place wholly within Washington between Washington residents. Assignor hereby expressly consents to the

personal jurisdiction of the state and federal courts located in King County, Washington for any lawsuit filed there against Assignor by the Assignees arising from or related to this Agreement.

10. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

11. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

12. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this **TECHNOLOGY ASSIGNMENT AGREEMENT** as of the date set forth above.

PICKJAM LLC

REDACTED

Name: Greg Enell
Title: Manager

ASSIGNEES:

REDACTED

Gregory Enell Cooper Dubois

REDACTED

Scott Wilburn Ron Erickson

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
Gregory Enell		10/01/2010	INDIVIDUAL: UNITED STATES
Cooper Dubois		10/01/2010	INDIVIDUAL: UNITED STATES
Scott Wilburn		10/01/2010	INDIVIDUAL: UNITED STATES
Ron Erickson		10/01/2010	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Double Down Interactive LLC
Street Address:	1101 N. Northlake Way
Internal Address:	Suite 200
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98103
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77967593	DOUBLEDOWN CASINO

OP $40.00 77967593

CORRESPONDENCE DATA

Fax Number: (206)299-0477
Phone: 2066173040
Email: sean@focallaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Sean M. McChesney
Address Line 1: 800 Fifth Avenue
Address Line 2: Suite 4100
Address Line 4: Seattle, WASHINGTON 98104

NAME OF SUBMITTER:	Sean M. McChesney

Signature:	/smm/
Date:	10/11/2011

Total Attachments: 3
source=DOUBLEDOWN CASINO Assignment - 4 Individuals to DoubleDown LLC#page1.tif
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TECHNOLOGY ASSIGNMENT AGREEMENT

THIS TECHNOLOGY ASSIGNMENT AGREEMENT (the "**Agreement**") is made and entered into this 1st day of October, 2010, by and between Greg Enell, Cooper Dubois, Scott Wilburn and Ron Erickson (each and "**Assignor**" and collectively the "**Assignors**") and Double Down Interactive LLC, a Washington limited liability company (the "**Company**"). The parties hereto agree as follows:

AGREEMENT

1. Assignors hereby irrevocably assigns, sells, transfers and conveys to the Company all right, title and interest, on a worldwide basis, in and to the business plan for the "DoubleDown Casino," which currently operates on Facebook at http://apps.facebook.com/doubledowncasino, including proprietary information, business and commercial rights and interests such as user names and data, source code, art, U.S. Trademark Application Serial No. 77967593 for the word mark "Doubledown Casino," trade secrets and other intellectual property that comprises the DoubleDown Casino (collectively, the "**Double Down Casino Asset**") and all applicable intellectual property rights, on a worldwide basis, related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights (the "**Property**"). In partial consideration for transfer of the Property, the Company shall grant to Assignors Class A Units in the Company (the "**Payment**") pursuant to the Operating Agreement of the Company. Each Assignor hereby acknowledges that he retains no right to use the Property and agrees not to challenge the validity of the Company's ownership of the Property.

2. Upon each request by the Company, without additional consideration, each Assignor agrees to promptly execute documents, testify and take other acts at the Company's expense as the Company may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Company's name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure each Assignor's signature on any document needed in connection with the actions specified herein, each Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Each Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which each Assignor now or may hereafter have for infringement of any Property assigned hereunder.

3. Assignors further agree to deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignors agree to provide to the Company from and after the execution of this Agreement and at the expense of the Company competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

4. Each Assignor represents and warrants to the Company that (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Property is an original work of Assignor, (e) none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound, and (h) Assignor has maintained the Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party.

5. Each Assignor further represents and warrants to the Company that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Property. Each Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Property or any part thereof.

6. Each Assignor will indemnify and hold harmless the Company, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a "Claim") set forth in this Agreement, provided that the Company gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

7. This Agreement and the Exhibits attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

8. This Agreement will be governed and construed in accordance with the laws of the State of Washington as applied to transactions taking place wholly within Washington between Washington residents. Each Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in King County, Washington for any lawsuit filed there against Assignor by the Company arising from or related to this Agreement.

9. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

10. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

11. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this TECHNOLOGY ASSIGNMENT AGREEMENT as of the date set forth above.

ASSIGNORS:

REDACTED

Gregory Enell

Cooper Dubois

REDACTED

Scott Wilburn

Ron Erickson

DOUBLE DOWN INTERACTIVE LLC

REDACTED

Name: Greg Enell
Title: Manager

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314478

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DOUBLE DOWN INTERACTIVE, LLC		08/13/2014	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	IGT
Street Address:	9295 Prototype Drive
City:	Reno
State/Country:	NEVADA
Postal Code:	89521-8986
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3885409	DOUBLEDOWN CASINO

CORRESPONDENCE DATA

Fax Number: 7754487780

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.

Phone: 702-669-2926
Email: Trademarks@IGT.Com
Correspondent Name: David L. Berdan
Address Line 1: 9295 Prototype Drive
Address Line 2: Trademark Department
Address Line 4: Reno, NEVADA 89521-8986

CH $40.00 3885409

ATTORNEY DOCKET NUMBER:	DOUBLEDOWN ASSIGNMENT
NAME OF SUBMITTER:	David L. Berdan
SIGNATURE:	/David L. Berdan/
DATE SIGNED:	08/19/2014

Total Attachments: 2
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ASSIGNMENT OF SERVICE MARK

WHEREAS, Double Down Interactive, LLC, a Washington limited liability company, having its principal offices at 605 Fifth Avenue S, Suite 300, Seattle, Washington 98104 ("Double Down"), owns the service mark DOUBLEDOWN CASINO and the service mark registration related thereto listed on Schedule A (the "Service Mark").

WHEREAS, IGT, a Nevada corporation, having offices at 9295 Prototype Drive, Reno, Nevada 89521-8986 ("IGT"), desires to acquire the Service Mark and is the successor to the ongoing and existing portion of the business of Double Down to which the Service Mark pertains; and

WHEREAS, Double Down desires to assign to IGT the Service Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Double Down hereby assigns to IGT, all right, title and interest in and to said Service Mark and resulting registrations and applications therefor, including all common law rights therefor and any foreign applications or registrations, together with the goodwill of the business symbolized by said trademark and registration, all causes of action for damages by reason of past, present or future infringement thereof, and all income, royalties or payments due as of the date hereof or hereafter.

Double Down Interactive LLC

By: _____
Name: Will Daugherty
Its: Sr. Vice President & General Manager
Date: 13 August 2014

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

The foregoing instrument was acknowledged before me this 13TH day of AUGUST, 2014 by WILL DAUGHERTY of Double Down Interactive LLC.

_____
Notary Public
My commission expires 5/3/17

GALE MAH
NOTARY PUBLIC
COMMISSION EXPIRES 05-03-17
STATE OF WASHINGTON

SCHEDULE A

Mark	U.S. Service Mark Registration No.
DOUBLEDOWN CASINO	3,885,409

EXHIBIT B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

DOUBLE DOWN, INC., Petitioner/Opposer, **vs.** **IGT,** Registrant/Applicant.	**Opposition No. 91218431 (Parent)** Mark: DOUBLE DOWN STUD (Serial No. 86/244,094) **Cancellation No. 92059996** Mark: DOUBLEDOWN CASINO (Reg. No. 3,885,409)
IGT, Petitioner, **vs.** **DOUBLE DOWN, INC.,** Registrant.	**Cancellation No. 92060105** Mark: DOUBLE DOWN SALOON (Reg. No. 3,754,434)

DOUBLE DOWN, INC.'S FIRST SET OF INTERROGATORIES TO IGT [NOS. 1-50]

Pursuant to 37 C.F.R. § 2.120(d) and Rule 33 of the Federal Rules of Civil Procedure, DOUBLE DOWN, INC. ("Double Down") propounds its First Set of Interrogatories ("Interrogatories") on IGT. Pursuant to Rule 33, these Interrogatories are to be answered within 30 days from the date of service of this document.

DEFINITIONS

1. "IGT," "you," and "your" means and refers to IGT, its predecessors, successors, divisions and subsidiaries, and each of their directors, officers, employees, agents, representatives, attorneys, and all other persons or entities acting on their behalf or under their control.

2. "Double Down" means and refers to Double Down, its predecessors, successors, divisions and subsidiaries, and each of their directors, officers, employees, agents, representatives, attorneys, and all other persons or entities acting on their behalf or under their control.

3. The terms "person" and "persons" include a natural person, firm, association, organization, partnership, business, trust, corporation, or public entity.

4. The term "document" means a writing, as defined in Fed. R. Civ. P. 34 and Fed. R. Evid. 1001, and includes the original or a copy (as well as any drafts) of handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them, such as tape or audio recordings, video recordings, e-mail messages or other computerized documents and microfiche.

5. The term "concerning" means "regarding," "referring," "showing", "relating to," "containing," "embodying," "mentioning," "evidencing," "constituting," and/or "describing."

6. The term "communication" means any document and any transmission or exchange of words, symbols, thoughts or ideas between or among two or more persons, including, but not limited to, e-mail, voice mail, or other personal communications.

7. The term "Casino Mark" means IGT's trademark DOUBLEDOWN CASINO, which is the subject of Registration No. 3,885,409.

8. The term "Stud Mark" means IGT's trademark DOUBLE DOWN STUD, which is the subject of Registration 1,853,518.

9. The term "Pending Stud Mark" means IGT's trademark DOUBLE DOWN STUD, which is the subject of a federal application with Serial No. 86/244,094.

10. Collectively, the Casino Mark, the Stud Mark and the Pending Stud Mark are referred to as the "IGT Marks".

11. The term "Saloon Mark" means Double Down's trademark DOUBLE DOWN SALOON, which is the subject of Registration Nos. 3,085,525 and 3,754,434.

12. The term "Double Down Mark" means Double Down's trademark DOUBLE DOWN, which is the subject of Registration No. 4,613,372 and a federal application with Serial No. 86/205,273.

13. Collectively, the Saloon Mark and the Double Down Mark are referred to as the "Double Down Marks".

14. The term "Casino Petition" means the Petition for Cancellation of the Double Down Casino Mark filed by Double Down on September 18, 2014, Cancellation No. 92059996.

15. The term "Casino Answer" means the Answer to the Casino Petition filed by IGT on December 26, 2014.

16. The term "Stud Opposition" means the Notice of Opposition to the Pending Stud Mark filed by Double Down on September 18, 2014, Opposition No. 91218421.

17. The term "Stud Answer" means the Answer to the Stud Opposition filed by IGT on December 26, 2014.

18. The term "Saloon Petition" means the Petition for Cancellation to the Saloon Mark filed by IGT on October 6, 2014, Cancellation No. 92060105.

19. The term "Saloon Answer" means the Answer to the Saloon Petition filed by Double Down on January 16, 2015.

20. The term "including" means including, without limitation.

21. The term "identify" means:

a) When referring to a natural person, to state his or her full name, and present his or her business address and telephone number (if the person's present business address and telephone number is unknown, the person's last known home and business address and last known home and business telephone number);

b) When used in reference to a person other than a natural person, to state the name of the entity, its address and telephone number, and the identity of the natural person or persons within the entity with whom you dealt in the particular transaction(s) referred to; and

c) When used in reference to a document or written communication, to state the date, title, author and recipients of the document, the type of document (e.g., letter, memorandum, telegram, chart, note, etc.), its present location or custodian, and a summary of the contents of the document.

22. The term "describe" with respect to an oral communication means to give, state or identify the following:

a) The date of communication;

b) The person or persons present;

c) The words or substance of the communication; and

d) The person making each communication.

23. The term "describe" with respect to a meeting means to give, state or identify the following:

a) The names, titles, addresses and telephone numbers of all individuals who were present;

b) The date and location of such meeting;

c) The purpose of the meeting; and

d) What was discussed during the meeting.

24. The phrase "describe in detail" means to state fully all facts, beliefs, opinions, or contentions, including without limitation all relevant facts, contentions, opinions, or beliefs that concern the application of law to fact, that provide the bases for the subject matter, answer, allegation, or claim being inquired about.

25. The phrase "state all facts" means to state fully and describe all facts or opinions, including, without limitation, all facts or opinions that concern the application of law to fact, with respect to the subject matter of the Interrogatory using such phrase.

INSTRUCTIONS

1. With regard to your answer to each Interrogatory, identify the person(s) providing the information contained in the answer and state whether the information furnished is within the personal knowledge of the person providing the information and, if not, the identity, if known, of each person with whom the information is a matter of personal knowledge.

2. Each answer must be as complete and straightforward as the information reasonably available to you permits. If any Interrogatory cannot be answered in full, then answer to the extent possible and state the reason or reasons for your inability to provide a complete answer.

3. Each of these instructions and definitions shall be fully applicable to each Interrogatory.

4. Should you not have enough personal knowledge to fully answer an Interrogatory, please state so, and make a reasonable and good faith effort to provide the information requested.

5. Any objections to the following Interrogatories must be stated and the reason(s) therefore set forth.

6. Whenever an Interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the Interrogatory can be found.

7. Your answers to these Interrogatories must be verified, dated, and signed.

8. These Interrogatories are deemed continuing. Therefore, if any information or document sought herein is not learned or obtained until after you responded, or if your answers for any reason should later become incorrect, pursuant to Fed. R. Civ. P. 26(e), you have a continuing duty to supplement or change answers and responses previously submitted.

9. If you claim a privilege or immunity, or a confidentiality order or protective order precludes you from providing information with respect to any document, information or communication, or precludes you from producing any document or thing, then provide the following information for each such document, information, communication or thing:

a) The nature of the information, communication or document (e.g., whether an oral communication, letter, memo, etc.);

b) The nature of the privilege claimed;

c) The date of the communication or document, and its subject matter; and

d) All authors and recipients of the document or communication.

10. For the convenience of all parties, please restate in full the Interrogatory to which each answer relates.

INTERROGATORIES

1. Describe in detail any information you have concerning D.D. Stud, Inc.'s selection of the Stud Mark, including the reasons for selecting the mark, when the mark was selected, any investigation conducted regarding the mark, and all persons involved in the investigation and/or selection of the mark.

2. Describe in detail the circumstances concerning your (including any predecessor's) selection of the Casino Mark, including the reasons for selecting the mark, when the mark was selected, any investigation conducted regarding the mark, and all persons involved in the investigation and/or selection of the mark.

3. Describe in detail the circumstances concerning your selection of the Pending Stud Mark, including the reasons for selecting the mark, when the mark was selected, any investigation conducted regarding the mark, and all persons involved in the investigation and/or selection of the mark.

4. Describe in detail the circumstances under which IGT acquired the Stud Mark from D.D. Stud, Inc., including IGT's reasons for acquiring the Stud Mark and IGT's intended use of the Stud Mark upon acquisition.

5. Identify all individuals involved in IGT's acquisition of the Stud Mark from D.D. Stud, Inc., including, but not limited to, all officers, directors, attorneys, representatives, etc. of both parties.

6. Describe in detail the circumstances under which IGT acquired Double Down Interactive LLC, including IGT's reasons for acquiring the company and IGT's intended use of the Casino Mark upon acquisition.

7. Identify all individuals involved in IGT's acquisition of Double Down Interactive LLC, including, but not limited to, all officers, directors, attorneys, representatives, etc. of both parties.

8. Describe in detail the circumstances concerning the assignment of the Casino Mark and corresponding federal registration from Double Down Interactive LLC to IGT.

9. Describe in detail the circumstances through which you, D.D. Stud, Inc., and/or Double Down Interactive LLC first became aware of each of the Double Down Marks, including the identity of all persons involved and their respective titles.

10. Identify each product and service with which IGT has used the Stud Mark, from the first use of the Stud Mark to the present, by stating, in detail, for each such product or service:

a) The name of and the description of the product or service;

b) The date of first use of the Stud Mark with each product or service;

c) The time period(s) during which each such product or service was/is promoted, sold, or offered and any lapses in use;

d) The classes or types of consumers to whom IGT has marketed each such product or service; and

e) Channels of distribution for each product or service, including a description of the markets and geographic areas in which said products or services are provided, a description of the markets and geographic areas in which said products or services are advertised, and a description of the methods by which said products or services are delivered to purchasers.

11. Identify each product and service with which IGT has used the Casino Mark, from the first use of the Casino Mark to the present, by stating, in detail, for each such product or service:

a) The name of and the description of the product or service;

b) The date of first use of the Casino Mark with each product or service;

c) The time period(s) during which each such product or service was/is promoted, sold, or offered and any lapses in use;

d) The classes or types of consumers to whom IGT has marketed each such product or service; and

e) Channels of distribution for each product or service, including a description of the markets and geographic areas in which said products or services are provided, a description of the markets and geographic areas in which said products or services are advertised, and a description of the methods by which said products or services are delivered to purchasers.

12. Identify each product and service with which IGT intends to use the Pending Stud Mark, by stating, in detail, for each such product or service:

a) The name of and the description of the product or service;

b) When you intend to use the Pending Stud Mark with each product or service;

c) The classes or types of consumers to whom IGT intends to market each such product or service; and

d) The intended channels of distribution for each product or service, including a description of the markets and geographic areas in which said products or

services will be provided, a description of the markets and geographic areas in which said products or services will be advertised, and a description of the methods by which said products or services will be delivered to purchasers.

13. Describe in detail IGT's revenues and costs on an annual basis for all products and services sold in connection with the Stud Mark from the first use of the Stud Mark to the present.

14. Describe in detail IGT's revenues and costs on an annual basis for all products and services sold in connection with the Casino Mark from the first use of the Casino Mark to the present.

15. Set forth the quantity of gaming machines and gaming tables sold under the Stud Mark for each year from the first use of the Stud Mark to the present.

16. Identify each advertising agency, market research firm, public relations firm, website development firm, or other similar entity that has rendered services to IGT in connection with the advertising, promotion, or publicizing of the IGT Marks, or any products or services promoted, sold, and/or offered by IGT under the IGT Marks, and for each such entity:

a) Describe the services performed by it;

b) State the period(s) of time during which it provided such services; and

c) Identify the person(s) primarily responsible for IGT's account and the period(s) of time during which they were responsible.

17. Set forth IGT's annual advertising, marketing and promotional expenditures relating to the Stud Mark for each year from the first use of the Stud Mark to the present.

18. Set forth IGT's annual advertising, marketing and promotional expenditures relating to the Casino Mark for each year from the first use of the Casino Mark to the present.

19. Describe in detail the media (e.g., print, television, radio, Internet) you have utilized to advertise and promote the Stud Mark from the first use of the Stud Mark to the present.

20. Describe in detail the media (e.g., print, television, radio, Internet) you have utilized to advertise and promote the Casino Mark from the first use of the Casino Mark to the present.

21. Identify each publication (including, but not limited to, brochures, print media and television, internet, and radio broadcasts) in which advertisements or other information regarding IGT, the Casino Mark, the Pending Stud Mark, or any products or services promoted, sold, and/or offered by IGT

under either the Casino Mark or the Stud Mark, was caused to be published or otherwise distributed by IGT.

22. Describe in detail any plans IGT has to expand its current use of the Casino Mark, including any new products or services that IGT plans to provide under the Casino Mark.

23. Describe in detail the circumstances under which IGT has granted to any person or entity a license, authorization, permission or consent to use the Casino Mark.

24. Describe in detail any formal or informal searches, studies, reports or surveys performed by or for IGT concerning the IGT Marks or the Double Down Marks, including any dates thereof and the identity of all persons who were involved or have information relating thereto.

25. Describe in detail all conversations and discussions between you and GTECH S.p.A. or its affiliated entities, including any representative, agent, employee, attorney, or other persons acting on their behalf or under their control, concerning the Casino Mark or the Pending Stud Mark, the above captioned proceedings, and/or the Double Down Marks.

26. Has any person either inquired about or confu sed or mistaken the identity, source, affiliation, connection, or relationship between, on the one hand, Double Down, Double Down's Services, or the Double Down Marks and, on the other hand, IGT, IGT's Services, or the IGT Marks, and vice versa? If yes, for each such instance state:

a) The manner in which Double Down received notice of the confusion or mistake; and

b) The identity of each person who has knowledge of the confusion or mistake.

27. Describe in detail any investigation conducted by IGT regarding Double Down's alleged use of IGT's products or services.

28. State all facts concerning your contention in the Saloon Petition that you used and registered the Casino Mark prior to the registration date and alleged first use date of the Saloon Mark.

29. State all facts concerning your contention in the Saloon Petition that the Stud Mark "became distinctive and famous under 15 U.S.C. § 1125(c)" prior to the registration date of the Saloon Mark.

30. State all facts concerning your contention in the Saloon Petition that the Casino Mark "became distinctive and famous under 15 U.S.C. § 1125(c)" prior to the registration date of the Saloon Mark.

31. State all facts concerning your contention in the Saloon Petition that the casino services Double Down provides in connection with the Casino Mark compete with the gaming machines and gaming tables IGT provides in connection with the Stud Mark.

32. State all facts concerning your contention in the Stud Answer that you have priority in the marks "DOUBLEDOWN" and "DOUBLE DOWN".

33. State all facts concerning your denial in the Stud Answer that the Pending Stud Mark is confusingly similar to the Double Down Marks.

34. State all facts concerning your denial in the Stud Answer that the services set forth in the application for the Pending Stud Mark are the same or highly related to the services Double Down offers under the Double Down Marks.

35. State all facts concerning your denial in the Casino Answer that the Casino Mark is confusingly similar to the Double Down Marks.

36. State all facts concerning your denial in the Casino Answer of the fact that Double Down's rights in the Double Down Marks predate the application filing date and the first-use date in the registration for the Casino Mark.

37. State all facts concerning your denial in the Casino Answer that the Casino Mark is confusingly similar to the Double Down Marks.

38. Describe in detail any U.S. judicial, administrative, or other proceedings in any forum (not including this action), the subject of which concerned a name, mark, or designation comprised of containing any of the IGT Marks, to which you were a party or were otherwise involved or made aware.

39. Describe in detail all conversations and discussions between you and any expert, advisor, or consultant in connection with these proceedings.

40. Produce all documents concerning any demand letter, objection, opposition, allegation of trademark infringement or allegation of unfair competition made against IGT by any person in connection with any of the IGT Marks.

41. Identify each negotiation and resulting agreement, if any agreement resulted, including without limitation, each negotiation for or resulting written assignment, license, authorization, permission, consent, and/or settlement entered into by IGT concerning any of the IGT Marks.

42. Identify each document concerning an allegation of trademark infringement or allegation of unfair competition made by IGT against any person in connection with any of the IGT Marks and state the outcome of each allegation. In answering this Interrogatory, IGT may simply identify, by specific Bates numbers, all documents produced by IGT that contain the information requested herein.

43. Identify each document concerning an allegation of trademark infringement or allegation of unfair competition made against IGT by any person in connection with any of the IGT Marks and state the outcome of each allegation. In answering this Interrogatory, IGT may simply identify, by specific Bates numbers, all documents produced by IGT that contain the information requested herein.

44. Identify all third parties of whom you are aware that are using, have used, have registered, or have applied to register any mark that includes the terms "DOUBLE DOWN" or "DOUBLEDOWN" for services that are the same or highly related to the services offered by Double Down and/or IGT.

45. Do you contend that IGT's rights in the Casino Mark tack back to D.D. Stud, Inc.'s first use of the Stud Mark? If yes, (a) identify any and all documents concerning your contention, and (b) identify any and all persons that have information concerning your contention.

46. Do you contend that the Stud Mark and the Casino Mark are "virtually identical" trademarks? If yes, (a) identify any and all documents concerning your contention, and (b) identify any and all persons that have information concerning your contention.

47. Do you contend that "entertainment in the nature of casino services" were within D.D. Stud, Inc.'s natural zone of expansion on February 25, 1993? If yes, (a) identify any and all documents concerning your contention, and (b) identify any and all persons that have information concerning your contention.

48. Do you contend that "entertainment services, namely, providing an online computer game" were within D.D. Stud, Inc.'s natural zone of expansion on February 25, 1993? If yes, (a) identify

any and all documents concerning your contention, and (b) identify any and all persons that have information concerning your contention.

49. Do you contend that when Double Down commenced use of the Double Down Marks in connection with casino services on February 25, 1993, such use infringed D.D. Stud, Inc.'s rights in the Stud Mark? If yes, (a) state any and all facts concerning such contention and (b) identify any and all persons that have information concerning your contention.

50. Identify the persons who prepared or assisted in the preparation of the answers to these Interrogatories, and identify the Interrogatories for which each person provided information.

Respectfully submitted,

By: /s/ Nikki L. Baker
Nikki L. Baker
Erin E. Lewis
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 City Parkway, Suite 1600
Las Vegas, Nevada 89106-4614
(702) 382-8135

Attorneys for Double Down, Inc.

Date: June 18, 2015

PROOF OF SERVICE

Emily A. Ellis, Esq., an employee of Brownstein Hyatt Farber Schreck, LLP, says that on June 18, 2015, she served a copy of DOUBLE DOWN, INC.'S FIRST SET OF INTERROGATORIES [NOS. 1-50] upon Hope Hamilton at the law firm of Holland and Hart via email to the following addresses:

hihamilton@hollandhart.com
ddegnan@hollandhart.com
jguy@hollandhart.com
docket@hollandhart.com
trademarks@igt.com

I declare that the statement above is true to the best of my information, knowledge and belief.

/s/ Emily A. Ellis

EXHIBIT C

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

DOUBLE DOWN, INC., Petitioner/Opposer, **vs.** **IGT,** Registrant/Applicant.	**Opposition No. 91218431 (Parent)** Mark: DOUBLE DOWN STUD (Serial No. 86/244,094) **Cancellation No. 92059996** Mark: DOUBLEDOWN CASINO (Reg. No. 3,885,409)
IGT, Petitioner, **vs.** **DOUBLE DOWN, INC.,** Registrant.	**Cancellation No. 92060105** Mark: DOUBLE DOWN SALOON (Reg. No. 3,754,434)

DOUBLE DOWN, INC.'S FIRST SET OF DOCUMENT REQUESTS TO IGT [NOS. 1-50]

Pursuant to 37 C.F.R. § 2.120(d) and Rule 34 of the Federal Rules of Civil Procedure, DOUBLE DOWN, INC., (the "Double Down") propounds its First Set of Document Requests ("Document Requests") on IGT. Pursuant to Rule 34, these Document Requests are to be responded to within 30 days from the date of service of this document, by making all responsive documents in IGT's possession, custody, or control available for inspection and copying at the offices of Brownstein Hyatt Farber Schreck, LLP, 100 City Parkway, Suite 1600, Las Vegas, Nevada 89106-4614.

DEFINITIONS

1. "IGT," "you," and "your" means and refers to IGT, its predecessors, successors, divisions and subsidiaries, and each of their directors, officers, employees, agents, representatives, attorneys, and all other persons or entities acting on their behalf or under their control.

2. "Double Down" means and refers to Double Down, its predecessors, successors, divisions and subsidiaries, and each of their directors, officers, employees, agents, representatives, attorneys, and all other persons or entities acting on their behalf or under their control.

3. The terms "person" and "persons" include a natural person, firm, association, organization, partnership, business, trust, corporation, or public entity.

4. The term "document" means a writing, as defined in Fed. R. Civ. P. 34 and Fed. R. Evid. 1001, and includes the original or a copy (as well as any drafts) of handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them, such as tape or audio recordings, video recordings, e-mail messages or other computerized documents and microfiche.

5. The term "communication" means any document and any transmission or exchange of words, symbols, thoughts or ideas between or among two or more persons, including, but not limited to, e-mail, voice mail, or other personal communications.

6. The "Casino Mark" means IGT's trademark DOUBLEDOWN CASINO, which is the subject of Registration No. 3,885,409.

7. The "Stud Mark" means IGT's trademark DOUBLE DOWN STUD, which is the subject of Registration 1,853,518.

8. The "Pending Stud Mark" means IGT's trademark DOUBLE DOWN STUD, which is the subject of the federal applications with Serial No. 86/244,094.

9. Collectively, the Casino Mark, the Stud Mark and the Pending Stud Mark are referred to as the "IGT Marks".

10. The "Saloon Mark" means Double Down's trademark DOUBLE DOWN SALOON, which is the subject of Registration Nos. 3,085,525 and 3,754,434.

11. The "Double Down Mark" means Double Down's trademark DOUBLE DOWN, which is the subject of the federal applications with Serial Nos. 86/205,284 and 86/205,273.

12. Collectively, the Saloon Mark and the Double Down Mark are referred to as the "Double Down Marks".

13. The "Casino Petition" means the Petition for Cancellation of the Casino Mark filed by Double Down on September 18, 2014, Cancellation No. 92059996.

14. The "Casino Answer" means the Answer to the Casino Petition filed by IGT on December 26, 2014.

15. The "Stud Opposition" means the Notice of Opposition to the Pending Stud Mark filed by Double Down on September 18, 2014, Opposition No. 91218421.

16. The "Stud Answer" means the Answer to the Stud Opposition filed by IGT on December 26, 2014.

17. The "Saloon Petition" means the Petition for Cancellation to the Saloon Mark filed by IGT on October 6, 2014, Cancellation No. 92060105.

18. The "Saloon Answer" means the Answer to the Saloon Petition filed by Double Down on January 16, 2015.

19. The term "including" means including, without limitation.

20. The words "relating to," "referencing," "referring to," and "relate" shall mean to consist of, pertain to, reflect on, arise out of, or be in any manner legally, factually or logically connected with the matter requested.

INSTRUCTIONS

1. In responding to these Document Requests, you are required to produce all documents in your possession, custody, or control.

2. You shall produce all documents for inspection either as they are kept in the usual course of business or organized and labeled to correspond with the categories in these Document Requests in accordance with Federal Rule of Civil Procedure 34(b).

3. These Document Requests are deemed continuing. Therefore, if any information or document sought herein is not learned of or obtained until after you responded, or if your responses for

any reason should later become incorrect, pursuant to Fed .R. Civ. P. 26(e), you have a continuing duty to supplement or change answers and responses previously submitted.

4. If you are unable to produce any document(s) requested, state the reasons you are unable to produce the document(s) with as much specificity as possible.

5. If you claim a privilege or immunity, or a confidentiality order or protective order precludes you from providing information with respect to any document, information or communication, or precludes you from producing any document or thing, then provide the following information for each such document, information, communication or thing:

a. the nature of the information, communication or document (e.g., whether an oral communication, letter, memo, etc.);

b. the nature of the privilege claimed;

c. the date of the communication or document, and its subject matter; and

d. all authors and recipients of the document or communication.

6. For the convenience of all parties, please restate in full the Document Request to which each response relates.

DOCUMENT REQUESTS

1. Produce all documents you used, identified, or relied upon in answering any Interrogatories served by Double Down.

2. Produce all documents and/or communications reflecting, or relating to, the selection, clearance, adoption and registration of the Stud Mark, including any internal memoranda, formal or informal searches, studies, reports or surveys.

3. Produce all documents and/or communications reflecting, or relating to, the selection, clearance, adoption and registration of the Casino Mark, including any internal memoranda, formal or informal searches, studies, reports or surveys.

4. Produce all documents and/or communications relating to IGT's acquisition of the Stud Mark from D.D. Stud, Inc.

5. Produce all documents and/or communications relating to IGT's acquisition of Double Down Interactive, LLC.

6. Produce all documents and/or communications relating to any sale, purchase, assignment, acquisition or other transfer of the Casino Mark including (a) assignment of the Casino Mark from Pickjam LLC to Gregory Enell, Cooper Dubois, Scott Wilburn, and Ron Erickson, (b) assignment of the Casino Mark from Gregory Enell, Cooper Dubois, Scott Wilburn, and Ron Erickson to Double Down Interactive LLC, and (c) assignment of the Casino Mark from Double Down Interactive, LLC to IGT.

7. Produce all documents and/or communications reflecting, or relating to, the selection, clearance, adoption and registration of the Pending Stud Mark, including any internal memoranda, formal or informal searches, studies, reports or surveys.

8. Produce all documents and/or communications reflecting, or relating to, your decision to pursue and file an application for the Pending Stud Mark with the United States Patent and Trademark Office ("USPTO"), including internal memoranda.

9. Produce all documents and/or communications relating to IGT's first awareness of each of the Double Down Marks.

10. Produce all documents depicting all forms and all manners of appearance in which IGT depict, displays, or uses the IGT Marks, including but not limited to all designs and stylizations.

11. Produce documents sufficient to reflect or identify each product and service with which the Stud Mark has been used, is now used, and/or is intended to be used, from the first use of the Stud Mark to the present.

12. Produce documents sufficient to reflect or identify each product and service with which the Casino Mark has been used, is now used, and/or is intended to be used, from the first use of the Casino Mark to the present.

13. Produce documents sufficient to reflect or identify each product and service with which the Pending Stud Mark is intended to be used.

14. Produce documents sufficient to identify IGT's revenues, profits, and costs on an annual basis for all products and services sold in connection with the Stud Mark from the first use of the Stud Mark to the present.

15. Produce documents sufficient to identify IGT's revenues, profits, and costs on an annual basis for all products and services sold in connection with the Casino Mark from the first use of the Casino Mark to the present.

16. Produce documents sufficient to identify and quantify the number of gaming machines and gaming tables sold under the Stud Mark for each year from the first use of the Stud Mark to the present.

17. Produce documents sufficient to show the advertising and promotional materials in each media utilized (e.g., print, television, radio, Internet) featuring, displaying or containing the Stud Mark from the first use of the Stud Mark to the present.

18. Produce documents sufficient to show the advertising and promotional materials in each media utilized (e.g., print, television, radio, Internet) featuring, displaying or containing the Casino Mark from the first use of the Casino Mark to the present.

19. Produce documents sufficient to identify and quantify IGT's annual advertising, marketing and promotional expenditures relating to the Stud Mark for each year from the first use of the Stud Mark to the present.

20. Produce documents sufficient to identify and quantify IGT's annual advertising, marketing and promotional expenditures relating to the Casino Mark for each year from the first use of the Casino Mark to the present.

21. Produce all documents and/or communications related to plans for future use of the Stud Mark, including any marketing plans, advertising plans, market research, strategic plans, and business plans.

22. Produce all documents and/or communications related to plans for future use of the Casino Mark, including any marketing plans, advertising plans, market research, strategic plans, and business plans.

23. Produce all documents and/or communications related to plans for future use of the Pending Stud Mark, including any marketing plans, advertising plans, market research, strategic plans, and business plans.

24. Produce all documents, including, but not limited to, mailing lists, customer lists, proposals, surveys, and/or marketing studies, that identify the demographics and/or characteristics of each class or type of purchaser or potential purchaser of products or services provided in connection with the Stud Mark.

25. Produce all documents, including, but not limited to, mailing lists, customer lists, proposals, surveys, and/or marketing studies, that identify the demographics and/or characteristics of each class or type of purchaser or potential purchaser of products or services provided in connection with the Casino Mark.

26. Produce all documents, including, but not limited to, mailing lists, customer lists, proposals, surveys, and/or marketing studies, that identify the demographics and/or characteristics of each class or type of purchaser or potential purchaser of products or services provided in connection with the Pending Stud Mark.

27. Produce your organization charts from 1992 to the present.

28. Produce all documents reflecting, or relating to, any agreement entered into by IGT, wherein IGT grants to any person or entity a license, authorization, permission or consent to use the Casino Mark.

29. Produce any formal or informal searches, studies, reports or surveys performed by or for IGT that relate in any way to the IGT Marks or the Double Down Marks, including any dates thereof and the identity of all persons who were involved or have information relating thereto.

30. Produce all documents and/or communications relating to consumers' association between the Stud Mark and the Casino Mark, including any internal memoranda, formal or informal searches, studies, reports or surveys.

31. Produce any and all communications between you and GTECH S.p.A. or its affiliated entities, including any representative, agent, employee, attorney, or other persons acting on their behalf

or under their control, relating to the IGT Marks, the above captioned proceedings, and/or the Double Down Marks.

32. Produce all documents reflecting, or relating to, any inquiry received by you from any person or entity as to whether IGT, the IGT Marks and/or any of IGT's products or services are associated with, sponsored by, or otherwise affiliated with Double Down, the Double Down Marks and/or any of Double Down's products or services.

33. Produce all documents and/or communications that relate to any investigation conducted by IGT regarding Double Down's alleged use of IGT's products or services.

34. Produce all documents and/or communications that relate in any way to the claims or allegations made in Saloon Petition, the Casino Answer and/or the Stud Answer.

35. Produce all documents in support of your contention in the Saloon Petition that, as early as June 8, 1992, you and your predecessors have used the trademark DOUBLE DOWN in connection with gaming machines and game tables.

36. Produce all documents in support of your contention in the Saloon Petition that you used and registered the Casino Mark prior to the registration date and alleged first use date of the Saloon Mark.

37. Produce all documents in support of your contention in the Saloon Petition that the Stud Mark "became distinctive and famous under 15 U.S.C. § 1125(c)" prior to the registration date of the Saloon Mark.

38. Produce all documents in support of your contention in the Saloon Petition that the Mark "became distinctive and famous under 15 U.S.C. § 1125(c)" prior to the registration date of the Saloon Mark.

39. Produce all documents in support of your contention in the Saloon Petition that the casino services Double Down provides in connection with the Casino Mark compete with the gaming machines and gaming tables IGT provides in connection with the Stud Mark.

40. Produce all documents in support of your contention in the Stud Answer that you have priority in the marks "DOUBLEDOWN" and "DOUBLE DOWN".

41. Produce all documents in support of your denial in the Casino Answer that the Casino Mark is confusingly similar to the Double Down Marks.

42. Produce all documents in support of your denial in the Casino Answer of the fact that Double Down's rights in the Double Down Marks predate the application filing date and the first-use date in the registration for the Casino Mark.

43. Produce all documents that refer or relate to any U.S. judicial, administrative, or other proceedings in any forum (not including this action), the subject of which concerned a name, mark, or designation comprised of or containing any of the IGT Marks, to which you were a party or were otherwise involved or made aware.

44. Produce all documents provided to or relied upon by any expert, advisor, or consultant in connection with these proceedings.

45. Produce all documents relating to any demand letter, objection, challenge, opposition, allegation of trademark infringement or allegation of unfair competition made against IGT by any person in connection with any of the IGT Marks.

46. Produce all documents relating to any demand letter, objection, challenge, opposition, allegation of trademark infringement or allegation of unfair competition made by IGT against any person in connection with any of the IGT Marks.

47. Produce all documents relating to any authorization requested, received or rejected, to provide casino or related services, including but not limited to any communications with gaming control boards and/or gaming commissions.

48. Produce all documents that you intend to introduce at trial or hearing on the above-captioned consolidated proceeding.

49. Produce all documents and things identified in your Initial Disclosures.

50. To the extent not produced in response to one of the above Document Requests, produce all documents and/or communications that refer or relate to the Double Down Marks.

Respectfully submitted,

By: /s/ Nikki L. Baker
Nikki L. Baker
Erin E. Lewis
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 City Parkway, Suite 1600
Las Vegas, Nevada 89106-4614
(702) 382-8135

Date: June 12, 2015

Attorneys for Double Down, Inc.

PROOF OF SERVICE

Emily A. Ellis, Esq., an employee of Brownstein Hyatt Farber Schreck, LLP, says that on June 12, 2015, she served a copy of DOUBLE DOWN, INC.'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS upo n Hope Hamilton at the law firm of Holland and Hart via email to the following addresses:

hihamilton@hollandhart.com
ddegnan@hollandhart.com
jguy@hollandhart.com
docket@hollandhart.com
trademarks@igt.com

I declare that the statement above is true to the best of my information, knowledge and belief.

/s/ Emily A. Ellis

EXHIBIT D

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

DOUBLE DOWN, INC., Petitioner/Opposer, **vs.** **IGT,** Registrant/Applicant.	**Opposition No. 91218431 (Parent)** Mark: DOUBLE DOWN STUD (Serial No. 86/244,094) **Cancellation No. 92059996** Mark: DOUBLEDOWN CASINO (Reg. No. 3,885,409)
IGT, Petitioner, **vs.** **DOUBLE DOWN, INC.,** Registrant.	**Cancellation No. 92060105** Mark: DOUBLE DOWN SALOON (Reg. No. 3,754,434)

IGT'S RESPONSES TO DOUBLE DOWN, INC.'S FIRST SET OF INTERROGATORIES [NOS. 1-50]

IGT hereby responds to the First Set of Interrogatories ("Interrogatories"), propounded by Double Down, Inc. ("Double Down") as follows:

DEFINITIONS

IGT incorporates by reference Definition Nos. 7-19 from Double Down, Inc.'s First Set of Interrogatories to IGT [Nos. 1-50].

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

A. IGT objects to Double Down's "Instructions" and "Definitions" to the extent they seek to impose obligations and demands on IGT beyond those contemplated by Rules 33 and 34 of the Federal Rules of Civil Procedure and the Trademark Trial and Appeal Board Manual of Procedure ("TBMP"). IGT will respond to Double Down's Interrogatories to the extent required by the Federal Rules of Civil Procedure, the Federal Rules of Evidence, and the TBMP, and any purported definitions, requirements, or requests to the contrary may be disregarded.

B. IGT objects to each Interrogatory to the extent that it seeks information that is protected by the attorney-client privilege, attorney work product doctrine, common interest privilege and any other judicially recognized protection or privilege with respect to all information protected by a privilege.

C. IGT objects to each Interrogatory to the extent it seeks to impose obligations upon IGT beyond those permitted under the Federal Rules of Civil Procedure or the TBMP.

D. IGT objects to each Interrogatory to the extent it seeks identification of "all documents," "all persons," and/or "all facts." Such Interrogatories are vague, over-inclusive, overbroad, and duplicative of other Interrogatories, and seek information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

E. IGT objects to each Interrogatory to the extent it is compound, complex, or contains multiple subparts.

F. IGT objects to each Interrogatory to the extent it calls for information not available to IGT, or that is publicly available, or equally or more accessible to Double Down.

G. IGT objects to each Interrogatory to the extent it calls for a legal conclusion. By responding to these Interrogatories, IGT does not waive any legal arguments it could otherwise assert.

H. IGT objects to each Interrogatory to the extent it seeks answers or information that is the subject of expert testimony.

I. IGT objects to each Interrogatory to the extent it seeks information that is irrelevant or outside of the scope of the issues in this proceeding, or that is not reasonably calculated to lead to the discovery of admissible evidence.

J. IGT objects to each Interrogatory to the extent that it is vague or ambiguous.

K. IGT objects to each Interrogatory to the extent that it is overbroad and/or unduly burdensome.

L. IGT objects to each Interrogatory to the extent that it assumes facts that are not supported by any evidence.

M. IGT reserves all rights to object to the competency, relevancy, materiality, and admissibility of the information disclosed pursuant to Double Down's Interrogatories.

N. All answers, responses and objections to these Interrogatories are based on information presently known to IGT after a reasonable effort to locate documents and information requested. As a result, all answers, responses and objections are given without prejudice to IGT's right to supplement, revise, or amend as discovery unfolds.

O. By agreeing to produce documents in response to a particular Interrogatory, IGT does not thereby intend to represent, nor does IGT represent, that any such documents in fact

exist or have ever existed in its possession, custody or control. Rather, by agreeing to produce documents in response to a particular Request, IGT intends thereby to represent that it will produce non-privileged documents in its present custody, possession, or control, if any, that are responsive to the Interrogatory.

P. IGT objects to these Interrogatories to the extent they fail to specify a time frame for the information sought, are ostensibly unlimited in time and scope, and as such are manifestly overbroad, call for the disclosure of information that is wholly irrelevant, and are unduly burdensome and oppressive. Unless otherwise specifically stated, IGT's responses will be limited in time and scope to January 1, 2010 to the present.

Q. The foregoing objections, and those within IGT's Response to Double Down's First Set of Document Requests, are incorporated by this reference into each separate response below as though set forth in full.

ANSWERS TO INTERROGATORIES

Interrogatory No. 1: Describe in detail any information you have concerning D.D. Stud, Inc.'s selection of the Stud Mark, including the reasons for selecting the mark, when the mark was selected, any investigation conducted regarding the mark, and all persons involved in the investigation and/or selection of the mark.

Answer to Interrogatory No. 1: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it seeks information outside the scope of IGT's personal knowledge and to the extent that it seeks information protected by the attorney-client privilege and/or attorney work product doctrine. IGT further objects on grounds of burdensomeness as the Interrogatory necessarily calls for information that is over twenty years old and so not readily accessible to IGT.

Subject to and without waiving the foregoing general and specific objections, IGT states that it acquired D.D. Stud, Inc. in December 2001, and all rights, title, and interest in the Stud Mark were assigned to IGT on September 23, 2004. D.D. Stud, Inc. first began using the DOUBLE DOWN STUD mark at least as early as October 7, 1991. IGT is attempting to obtain additional non-privileged information responsive to this Interrogatory and reserves all rights to supplement its response when or if such information becomes available to IGT.

Interrogatory No. 2: Describe in detail the circumstances concerning your (including any predecessor's) selection of the Casino Mark, including the reasons for selecting the mark, when the mark was selected, any investigation conducted regarding the mark, and all persons involved in the investigation and/or selection of the mark.

Answer to Interrogatory No. 2: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it seeks information outside the scope of IGT's personal knowledge and seeks information protected by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving the foregoing general and specific objections, IGT states that it acquired DoubleDown Interactive, LLC in 2012. All rights, title, and interest in the DOUBLEDOWN CASINO mark were assigned from DoubleDown Interactive, LLC to IGT on August 13, 2014. DoubleDown Interactive, LLC first began using the DOUBLEDOWN CASINO mark at least as early as January 12, 2010. IGT is continuing to search for additional non-privileged information responsive to this Interrogatory and reserves all rights to supplement its response when or if such information becomes available to IGT.

Interrogatory No. 3: Describe in detail the circumstances concerning your selection of the Pending Stud Mark, including the reasons for selecting the mark, when the mark was

selected, any investigation conducted regarding the mark, and all persons involved in the investigation and/or selection of the mark.

Answer to Interrogatory No. 3: In addition to the general objections above, IGT objects to this Interrogatory to the extent that it seeks information protected by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving for the foregoing general and specific objections, IGT states that IGT and its predecessors have owned and used the DOUBLE DOWN STUD mark since at least as early as October 7, 1991 to offer casino-style gaming machines. IGT considered the DOUBLE DOWN STUD mark to be a logical mark for extension to online games, prompting its filing of its pending application to register DOUBLE DOWN STUD for "entertainment services, namely, providing on-line computer games" on April 7, 2014. IGT also refers Double Down to IGT's response to Interrogatory No. 1.

Interrogatory No. 4: Describe in detail the circumstances under which IGT acquired the Stud Mark from D.D. Stud, Inc., including IGT's reasons for acquiring the Stud Mark and IGT's intended use of the Stud Mark upon acquisition.

Answer to Interrogatory No. 4: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it seeks information that is irrelevant or outside of the scope of the issues in this proceeding, or that is not reasonably calculated to lead to the discovery of admissible evidence. IGT further objects to the extent this Interrogatory seeks information protected by the attorney-client privilege and/or attorney work product doctrine. IGT further objects on grounds of burdensomeness as the Interrogatory necessarily calls for information that is over ten years old and so not readily accessible to IGT.

Subject to and without waiving the foregoing general and specific objections, IGT states that it acquired D.D. Stud, Inc. in December of 2001, and that D.D. Stud, Inc assigned the registration of the DOUBLE DOWN STUD mark to IGT in 2004. Upon acquisition of D.D. Stud, Inc., IGT continued to use the DOUBLE DOWN STUD mark to provide the same or similar goods and services, including "money-operated gaming machines."

Interrogatory No. 5: Identify all individuals involved in IGT's acquisition of the Stud Mark from D.D. Stud, Inc., including, but not limited to, all officers, directors, attorneys, representatives, etc. of both parties.

Answer to Interrogatory No. 5: In addition to the general objections above, IGT objects to this Interrogatory as overbroad and unduly burdensome and on grounds that it seeks information that is irrelevant or outside of the scope of the issues in this proceeding, or that is not reasonably calculated to lead to the discovery of admissible evidence. IGT further objects that the phrase "involved in IGT's acquisition of the Stud Mark" is vague and ambiguous. IGT further objects on grounds of burdensomeness as the Interrogatory necessarily calls for information that is over ten years old and so not readily accessible to IGT

Interrogatory No. 6: Describe in detail the circumstances under which IGT acquired Double Down Interactive LLC, including IGT's reasons for acquiring the company and IGT's intended use of the Casino Mark upon acquisition.

Answer to Interrogatory No. 6: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it seeks information that is irrelevant or outside of the scope of the issues in this proceeding, or that is not reasonably calculated to lead to the discovery of admissible evidence. IGT further objects to the extent this Interrogatory seeks information protected by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving the foregoing general and specific objections, IGT states that it acquired DoubleDown Interactive, LLC in January 2012. Upon acquisition, DoubleDown Interactive continued to use the DOUBLEDOWN CASINO mark to provide the same or similar goods and services, including online computer games. At the time of acquisition and since, IGT has intended to grow and expand the use of DOUBLEDOWN CASINO for online games. IGT reserves all rights to supplement its response to this Interrogatory to the extent that additional non-privileged, responsive information becomes available.

Interrogatory No. 7: Identify all individuals involved in IGT's acquisition of Double Down Interactive LLC, including, but not limited to, all officers, directors, attorneys, representatives, etc. of both parties.

Answer to Interrogatory No. 7: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, and on grounds that it seeks information that is irrelevant or outside of the scope of the issues in this proceeding, or that is not reasonably calculated to lead to the discovery of admissible evidence. IGT further objects that the phrase "involved in IGT's acquisition of Double Down Interactive LLC" is vague and ambiguous.

Subject to and without waiving the foregoing general and specific objections, IGT states that Joe Sigrist is the individual most knowledgeable about IGT's acquisition of DoubleDown Interactive, LLC and the DOUBLEDOWN CASINO mark.

Interrogatory No. 8: Describe in detail the circumstances concerning the assignment of the Casino Mark and corresponding federal registration from Double Down Interactive LLC to IGT.

Answer to Interrogatory No. 8: In addition to the foregoing general objections, IGT objects to this Interrogatory on grounds that it is vague, ambiguous, and unintelligible.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce non-privileged, responsive documents evidencing the full assignment history of the DOUBLEDOWN CASINO Mark.

Interrogatory No. 9: Describe in detail the circumstances through which you, D.D. Stud, Inc., and/or Double Down Interactive LLC first became aware of each of the Double Down Marks, including the identity of all persons involved and their respective titles.

Answer to Interrogatory No. 9: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, and seeking information outside the scope of IGT's personal knowledge.

Subject to and without waiving the foregoing general and specific objections, based on information presently available, Dave Berdan, Vice President Legal and Deputy General Counsel at IGT, first became aware of the Double Down Marks when Double Down petitioned to cancel IGT's DOUBLEDOWN CASINO Mark and opposed IGT's pending DOUBLE DOWN STUD application on or around September 18, 2014. IGT reserves all rights to supplement its response to this Interrogatory to the extent that additional non-privileged, responsive information becomes available.

Interrogatory No. 10: Identify each product and service with which IGT has used the Stud Mark, from the first use of the Stud Mark to the present, by stating, in detail, for each such product or service:

a) The name of and the description of the product or service;

b) The date of first use of the Stud Mark with each product or service;

c) The time period(s) during which each such product or service was/is promoted, sold, or offered and any lapses in use;

d) The classes or types of consumers to whom IGT has marketed each such product or service; and

e) Channels of distribution for each product or service, including a description of the markets and geographic areas in which said products or services are provided, a description of the markets and geographic areas in which said products or services are advertised, and a description of the methods by which said products or services are delivered to purchasers.

Answer to Interrogatory No. 10: In addition to the general objections above, IGT objects to this Interrogatory as compound, overbroad, unduly burdensome, seeking information not relevant to the present litigation, lacking any temporal or other reasonable limitation, and seeking information outside the scope of IGT's personal knowledge. IGT further objects on the grounds that the phrase "with which IGT has used the Stud Mark" is vague and ambiguous.

Subject to and without waiving the foregoing general and specific objections, the DOUBLE DOWN STUD Mark has been in continuous use in connection with money-operated game machines since at least as early as October 7, 1991. Unless prohibited, IGT's DOUBLE DOWN STUD machines may be available to consumers in any Class 3 casino jurisdiction in the United States, including Las Vegas, Nevada. Pursuant to Rule 33(d), IGT will produce non-privileged, responsive documents sufficient to show the demographics for DOUBLE DOWN STUD games, as well as documents sufficient to show advertising and marketing materials.

Interrogatory No. 11: Identify each product and service with which IGT has used the Casino Mark, from the first use of the Casino Mark to the present, by stating, in detail, for each such product or service:

a) The name of and the description of the product or service;

b) The date of first use of the Casino Mark with each product or service;

c) The time period(s) during which each such product or service was/is promoted, sold, or offered and any lapses in use;

d) The classes or types of consumers to whom IGT has marketed each such product or service; and

e) Channels of distribution for each product or service, including a description of the markets and geographic areas in which said products or services are provided, a description of the markets and geographic areas in which said products or services are advertised, and a description of the methods by which said products or services are delivered to purchasers.

Answer to Interrogatory No. 11: In addition to the general objections above, IGT objects to this Interrogatory as compound, overbroad, unduly burdensome, seeking information not relevant to the present litigation, and to the extent that it seeks information outside the scope of IGT's personal knowledge. IGT further objects on the grounds that the phrase "with which IGT has used the Casino Mark" is vague and ambiguous.

Subject to and without waiving the foregoing general and specific objections, the DOUBLEDOWN CASINO Mark has been in continuous use in connection with online computer games since at least as early as January 12, 2010. IGT's DOUBLEDOWN CASINO games are available solely in the online and mobile device space. DOUBLEDOWN CASINO social games

are not offered in physical, land-based casinos, and are not subject to regulatory oversight, licensing, or other controls that govern traditional land-based casino services or money-based online and Internet-based gambling. DOUBLEDOWN CASINO is intended for users 21 years of age or older. Pursuant to Rule 33(d), IGT will produce non-privileged, responsive documents sufficient to show the demographics for DOUBLEDOWN CASINO online computer games, as well as documents sufficient to show advertising and marketing materials.

Interrogatory No. 12: Identify each product and service with which IGT intends to use the Pending Stud Mark, by stating, in detail, for each such product or service:

a) The name of and the description of the product or service;

b) When you intend to use the Pending Stud Mark with each product or service;

c) The classes or types of consumers to whom IGT intends to market each such product or service; and

d) The intended channels of distribution for each product or service, including a description of the markets and geographic areas in which said products or services will be provided, a description of the markets and geographic areas in which said products or services will be advertised, and a description of the methods by which said products or services will be delivered to purchasers.

Answer to Interrogatory No. 12: In addition to the general objections above, IGT objects to this Interrogatory as compound, overbroad, unduly burdensome, seeking information not relevant to the present litigation, and on the grounds that the phrase "with which IGT intends to use the Pending Stud Mark" is vague and ambiguous.

Subject to and without waiving the foregoing general and specific objections, IGT states that it has applied to register DOUBLE DOWN STUD for use in connection with "entertainment services, namely, providing on-line computer games." IGT has not yet commenced use of the DOUBLE DOWN STUD mark for such services and is still in the planning stages. IGT reserves its right to supplement its response to this Interrogatory to the extent that additional non-privileged, responsive information becomes available.

Interrogatory No. 13: Describe in detail IGT's revenues and costs on an annual basis for all products and services sold in connection with the Stud Mark from the first use of the Stud Mark to the present.

Answer to Interrogatory No. 13: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, seeking information not relevant to the present litigation, lacking any temporal or other reasonable limitation, and seeking information outside the scope of IGT's personal knowledge. IGT further objects to the extent that this information is not kept in the regular course of business.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce documents sufficient to show IGT's revenues and costs from January 1, 2010 to present, on an annual basis, directly attributable to the DOUBLE DOWN STUD Mark and game machines.

Interrogatory No. 14: Describe in detail IGT's revenues and costs on an annual basis for all products and services sold in connection with the Casino Mark from the first use of the Casino Mark to the present.

Answer to Interrogatory No. 14: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, seeking information not relevant to the present litigation, and seeking information outside the scope of IGT's personal knowledge.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce documents sufficient to show IGT's revenues and costs from January 2012 to present, on an annual basis, directly attributable to the DOUBLEDOWN CASINO mark and online games provided under that mark.

Interrogatory No. 15: Set forth the quantity of gaming machines and gaming tables sold under the Stud Mark for each year from the first use of the Stud Mark to the present.

Answer to Interrogatory No. 15: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, seeking information not relevant to the present litigation, lacking any temporal or other reasonable limitation, and seeking information outside the scope of IGT's personal knowledge.

Subject to and without waiving the foregoing general and specific objections, IGT states that, since it acquired D.D. Stud, Inc. in December 2001, IGT has produced over 291 DOUBLE DOWN STUD games. Over 233 of those games have been sold to third parties; 58 of those games are still owned and operated by IGT.

Interrogatory No. 16: Identify each advertising agency, market research firm, public relations firm, website development firm, or other similar entity that has rendered services to IGT in connection with the advertising, promotion, or publicizing of the IGT Marks, or any products or services promoted, sold, and/or offered by IGT under the IGT Marks, and for each such entity:

a) Describe the services performed by it;

b) State the period(s) of time during which it provided such services; and

c) Identify the person(s) primarily responsible for IGT's account and the period(s) of time during which they were responsible.

Answer to Interrogatory No. 16: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, seeking information not relevant to the present litigation, lacking any temporal or other reasonable limitation, and seeking information outside the scope of IGT's personal knowledge.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce documents sufficient to show marketing and advertising related to its DOUBLE DOWN STUD and DOUBLEDOWN CASINO Marks.

Interrogatory No. 17: Set forth IGT's annual advertising, marketing and promotional expenditures relating to the Stud Mark for each year from the first use of the Stud Mark to the present.

Answer to Interrogatory No. 17: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, seeking information not relevant to the present litigation, lacking any temporal or other reasonable limitation, and seeking information outside the scope of IGT's personal knowledge. IGT further objects on the grounds IGT does not keep such records specific to marketing for the DOUBLE DOWN STUD Mark in the ordinary course of business.

Interrogatory No. 18: Set forth IGT's annual advertising, marketing and promotional expenditures relating to the Casino Mark for each year from the first use of the Casino Mark to the present.

Answer to Interrogatory No. 18: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, and seeking information outside the scope of IGT's personal knowledge.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce documents sufficient to show IGT's annual marketing, promotional, and advertising expenditures in connection with the DOUBLEDOWN CASINO Mark since IGT's acquisition of DoubleDown Interactive, LLC in January 2012.

Interrogatory No. 19: Describe in detail the media (e.g., print, television, radio, Internet) you have utilized to advertise and promote the Stud Mark from the first use of the Stud Mark to the present.

Answer to Interrogatory No. 19: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, seeking information not relevant to the present litigation, lacking any temporal or other reasonable limitation, and seeking information outside the scope of IGT's personal knowledge. IGT further objects on grounds of burdensomeness as the Interrogatory calls for information that is over twenty years old and so not readily accessible to IGT.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce non-privileged, responsive documents sufficient to show marketing and advertising related to its DOUBLE DOWN STUD mark since January 1, 2010.

Interrogatory No. 20: Describe in detail the media (e.g., print, television, radio, Internet) you have utilized to advertise and promote the Casino Mark from the first use of the Casino Mark to the present.

Answer to Interrogatory No. 20: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, and seeking information outside the scope of IGT's personal knowledge.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce documents sufficient to show marketing and advertising related to its DOUBLEDOWN CASINO mark since IGT's acquisition of DoubleDown Interactive, LLC.

Interrogatory No. 21: Identify each publication (including, but not limited to, brochures, print media and television, internet, and radio broadcasts) in which advertisements or other information regarding IGT, the Casino Mark, the Pending Stud Mark, or any products or services promoted, sold, and/or offered by IGT under either the Casino Mark or the Stud Mark, was caused to be published or otherwise distributed by IGT.

Answer to Interrogatory No. 21: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, seeking information not relevant to the present litigation, lacking any temporal or other reasonable limitation, and seeking information outside the scope of IGT's personal knowledge.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce documents sufficient to show marketing and advertising related to its DOUBLE DOWN STUD mark, if any, since January 1, 2010 and its DOUBLEDOWN CASINO mark since IGT's acquisition of DoubleDown Interactive LLC. IGT has conducted no advertisement regarding the Pending Stud Mark, and the Pending Stud Mark has not been featured in any publications.

Interrogatory No. 22: Describe in detail any plans IGT has to expand its current use of the Casino Mark, including any new products or services that IGT plans to provide under the Casino Mark.

Answer to Interrogatory No. 22: In addition to the general objections above, IGT objects to this Interrogatory as seeking information not relevant to the present litigation.

Subject to and without waiving the foregoing general and specific objections, IGT states that it plans to continue to grow the number of users of DOUBLEDOWN CASINO online games, as well as develop new online games, features, and capabilities for use in the DOUBLEDOWN CASINO online space.

Interrogatory No. 23: Describe in detail the circumstances under which IGT has granted to any person or entity a license, authorization, permission or consent to use the Casino Mark.

Answer to Interrogatory No. 23: In addition to the general objections above, IGT objects to this Interrogatory on grounds that it seeks information that is irrelevant or outside of the scope of the issues in this proceeding, or that is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, the only circumstances under which IGT authorizes use of the Casino Marks by third parties is through its casino partnership and affiliate program, wherein IGT allows casinos to feature DOUBLEDOWN CASINO online games on their websites. Pursuant to Rule 33(d), IGT will produce documents sufficient to show the model terms of agreements with partner and/or affiliate casinos. IGT also refers Double Down to IGT's Motion for Summary Judgment filed July 10, 2015 and the supporting declaration of Joe Sigrist.

Interrogatory No. 24: Describe in detail any formal or informal searches, studies, reports or surveys performed by or for IGT concerning the IGT Marks or the Double Down Marks, including any dates thereof and the identity of all persons who were involved or have information relating thereto.

Answer to Interrogatory No. 24: In addition to the general objections above, IGT objects to this Interrogatory as overbroad, unduly burdensome, seeking information not relevant to the present litigation, lacking any temporal or other reasonable limitation, and seeking information outside the scope of IGT's personal knowledge. IGT also objects to this request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine.

Subject to and without waiving the foregoing general and specific objections, IGT states that it is currently unaware of any searches, studies, reports or surveys specifically concerning the IGT Marks of Double Down Marks. If IGT discovers that it has commissioned any such studies, reports, or surveys since January 1, 2010, IGT will supplement its response to this Interrogatory.

Interrogatory No. 25: Describe in detail all conversations and discussions between you and GTECH S.p.A. or its affiliated entities, including any representative, agent, employee, attorney, or other persons acting on their behalf or under their control, concerning the Casino Mark or the Pending Stud Mark, the above captioned proceedings, and/or the Double Down Marks.

Answer to Interrogatory No. 25: In addition to the general objections above, IGT objects to this Interrogatory on grounds that it is overbroad, unduly burdensome, and seeks

information that is irrelevant or outside of the scope of the issues in this proceeding, or that is not reasonably calculated to lead to the discovery of admissible evidence.

Interrogatory No. 26: Has any person either inquired about or confused or mistaken the identity, source, affiliation, connection, or relationship between, on the one hand, Double Down, Double Down's Services, or the Double Down Marks and, on the other hand, IGT, IGT's Services, or the IGT Marks, and vice versa? If yes, for each such instance state:

a) The manner in which Double Down received notice of the confusion or mistake; and

b) The identity of each person who has knowledge of the confusion or mistake.

Answer to Interrogatory No. 26: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it compound, lacking any temporal or other reasonable limitation, and seeking information outside the scope of IGT's personal knowledge.

Subject to and without waiving the foregoing general and specific objections, IGT states that it is not aware of any person either having inquired about or confused or mistaken the identity, source, affiliation, connection, or relationship between, on the one hand, Double Down, Double Down's Services, or the Double Down Marks and, on the other hand, IGT, IGT's Services, or the IGT Marks, and vice versa. IGT reserves its right to supplement its response to this Interrogatory should it acquire additional non-privileged, responsive information.

Interrogatory No. 27: Describe in detail any investigation conducted by IGT regarding Double Down's alleged use of IGT's products or services.

Answer to Interrogatory No. 27: In addition to the general objections above, IGT objects to this Interrogatory as vague and ambiguous, particularly with respect to the term

"investigation." IGT further objects to this Interrogatory on the grounds that it assumes facts that are not supported by any evidence and misstates the allegations in IGT's Petition. IGT also objects to this Request to the extent it seeks information protected by the attorney-client privilege and/or attorney work product doctrine.

Interrogatory No. 28: State all facts concerning your contention in the Saloon Petition that you used and registered the Casino Mark prior to the registration date and alleged first use date of the Saloon Mark.

Answer to Interrogatory No. 28: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it misstates the allegations in IGT's Petition.

Interrogatory No. 29: State all facts concerning your contention in the Saloon Petition that the Stud Mark "became distinctive and famous under 15 U.S.C. § 1125(c)" prior to the registration date of the Saloon Mark.

Answer to Interrogatory No. 29: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that the phrase "all facts concerning your contention" is vague, overbroad, and unduly burdensome. IGT further objects on the grounds that this Interrogatory is subjective, premature, and improper to the extent it calls for legal analysis.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce non-privileged, responsive documents sufficient to demonstrate the fame of the Stud Mark.

Interrogatory No. 30: State all facts concerning your contention in the Saloon Petition that the Casino Mark "became distinctive and famous under 15 U.S.C. § 1125(c)" prior to the registration date of the Saloon Mark.

Answer to Interrogatory No. 30: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that the phrase "all facts concerning your contention" is vague, overbroad, and unduly burdensome. IGT further objects on the grounds that this Interrogatory is subjective, premature, and improper to the extent it calls for legal analysis.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce non-privileged, responsive documents sufficient to demonstrate the fame of the Casino Mark. IGT also refers Double Down to IGT's Motion for Summary Judgment filed July 10, 2015 and the supporting declaration of Joe Sigrist.

Interrogatory No. 31: State all facts concerning your contention in the Saloon Petition that the casino services Double Down provides in connection with the Casino Mark compete with the gaming machines and gaming tables IGT provides in connection with the Stud Mark.

Answer to Interrogatory No. 31: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it is unclear and/or nonsensical in that it references "casino services Double Down provides in connection with the Casino Mark" of which IGT is unaware. IGT further objects to this Request on the grounds that it assumes facts that are not supported by any evidence and misstates IGT's allegations in its Petition.

Interrogatory No. 32: State all facts concerning your contention in the Stud Answer that you have priority in the marks "DOUBLEDOWN" and "DOUBLE DOWN".

Answer to Interrogatory No. 32: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that the phrase "all facts concerning" is vague, ambiguous, and subjective. IGT further objects on the grounds that this request for "all facts concerning" a subject is overbroad and unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT refers Double Down to IGT's First Amended Answer to Notice of Opposition and IGT's First Amended Answer to Petition Cancellation.

Interrogatory No. 33: State all facts concerning your denial in the Stud Answer that the Pending Stud Mark is confusingly similar to the Double Down Marks.

Answer to Interrogatory No. 33: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that the phrase "all facts concerning your denial" is vague and overbroad. IGT further objects on the grounds that this Interrogatory is subjective, premature, and improper to the extent it calls for legal analysis.

Interrogatory No. 34: State all facts concerning your denial in the Stud Answer that the services set forth in the application for the Pending Stud Mark are the same or highly related to the services Double Down offers under the Double Down Marks.

Answer to Interrogatory No. 34: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that the phrase "all facts concerning your denial" is vague and overbroad. IGT further objects on the grounds that this Interrogatory is subjective, premature, and improper to the extent it calls for legal analysis.

Subject to and without waiving the foregoing general and specific objections, IGT refers Double Down to IGT's Motion for Summary Judgment filed July 10, 2015 and the supporting declaration of Joe Sigrist.

Interrogatory No. 35: State all facts concerning your denial in the Casino Answer that the Casino Mark is confusingly similar to the Double Down Mark.

Answer to Interrogatory No. 35: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that the phrase "all facts concerning your denial" is

vague and overbroad. IGT further objects on the grounds that this Interrogatory is subjective, premature, and improper to the extent it calls for legal analysis.

Subject to and without waiving the foregoing general and specific objections, IGT refers Double Down to IGT's Motion for Summary Judgment filed July 10, 2015 and the supporting declaration of Joe Sigrist.

Interrogatory No. 36: State all facts concerning your denial in the Casino Answer of the fact that Double Down's rights in the Double Down Marks predate the application filing date and the first-use date in the registration for the Casino Mark.

Answer to Interrogatory No. 36: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that the phrase "all facts concerning your denial" is vague and overbroad. IGT further objects on the grounds that this Interrogatory is subjective, premature, and improper to the extent it calls for legal analysis. IGT further objects to the extent this Interrogatory calls for information that is in the possession of Double Down, not IGT.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce the file wrappers for the Double Down Marks and the Casino Mark, which show the application file dates and first-use dates in the registrations of those marks.

Interrogatory No. 37: State all facts concerning your denial in the Casino Answer that the Casino Mark is confusingly similar to the Double Down Marks.

Answer to Interrogatory No. 37: In addition to the general objections above, IGT objects to this request as duplicative of Interrogatory No. 35 and therefore refers Double Down to IGT's objections and response thereto.

Interrogatory No. 38: Describe in detail any U.S. judicial, administrative, or other proceedings in any forum (not including this action), the subject of which concerned a name, mark, or designation comprised of containing any of the IGT Marks, to which you were a party or were otherwise involved or made aware.

Answer to Interrogatory No. 38: In addition to the general objections above, IGT objects to this Interrogatory as overly broad and unduly burdensome. IGT further objects to the extent it seeks information protected by the attorney-client privilege and/or attorney work product doctrine. IGT also objects to the extent this Interrogatory seeks information that is publicly available and therefore equally accessible to Double Down.

Subject to and without waiving any of the foregoing general and specific objections, IGT is not aware of any non-privileged information responsive to this Interrogatory.

Interrogatory No. 39: Describe in detail all conversations and discussions between you and any expert, advisor, or consultant in connection with these proceedings.

Answer to Interrogatory No. 39: In addition to the general objections above, IGT objects to this Interrogatory to the extent it seeks to impose obligations and demands on IGT beyond those contemplated by the Federal Rules of Civil Procedure and the TBMP. IGT also objects to this Interrogatory as premature, overbroad, and unduly burdensome. IGT further objects to the extent this Interrogatory seeks information protected by the attorney-client privilege and/or work attorney product doctrine.

Interrogatory No. 40: Produce all documents concerning any demand letter, objection, opposition, allegation of trademark infringement or allegation of unfair competition made against IGT by any person in connection with any of the IGT Marks.

Answer to Interrogatory No. 40: In addition to the general objections above, IGT objects to this Interrogatory on grounds that it is improper in form and duplicative of Double Down's Request for Production No. 45.

Without waiving the foregoing general and specific objections, IGT refers Double Down to IGT's objections and response to Down Double's Request for Production No. 45.

Interrogatory No. 41: Identify each negotiation and resulting agreement, if any agreement resulted, including without limitation, each negotiation for or resulting written assignment, license, authorization, permission, consent, and/or settlement entered into by IGT concerning any of the IGT Marks.

Answer to Interrogatory No. 41: In addition to the general objections above, IGT objects to this Interrogatory as overbroad and unduly burdensome. IGT further objects on the grounds that this Interrogatory seeks information that is irrelevant or outside the scope of the issues in this proceeding, or that is not reasonably calculated to lead to the discovery of admissible evidence. IGT also objects to the extent this Interrogatory is duplicative of Interrogatory No. 23.

Subject to and without waiving the foregoing general objections, IGT refers Double Down to its objections and response to Interrogatory No. 23 regarding the Casino Mark, and states that it has not entered into any consent or settlement agreements concerning the IGT Marks.

Interrogatory No. 42: Identify each document concerning an allegation of trademark infringement or allegation of unfair competition made by IGT against any person in connection with any of the IGT Marks and state the outcome of each allegation. In answering this

Interrogatory, IGT may simply identify, by specific Bates numbers, all documents produced by IGT that contain the information requested herein.

Answer to Interrogatory No. 42: In addition to the general objections above, IGT objects to this request to "identify each document" and for "each document concerning" a topic as vague, overbroad, and unduly burdensome. IGT further objects on the grounds that this Interrogatory imposes obligations and demands on IGT beyond those contemplated by the Federal Rules of Civil Procedure and the TBMP.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce non-privileged, responsive documents, if any, sufficient to show any enforcement actions brought by IGT concerning the IGT Marks. IGT reserves the right to supplement its response to this Interrogatory.

Interrogatory No. 43: Identify each document concerning an allegation of trademark infringement or allegation of unfair competition made against IGT by any person in connection with any of the IGT Marks and state the outcome of each allegation. In answering this Interrogatory, IGT may simply identify, by specific Bates numbers, all documents produced by IGT that contain the information requested herein.

Answer to Interrogatory No. 43: In addition to the general objections above, IGT objects to this request to "identify each document" and for "each document concerning" a topic as vague, overbroad, and unduly burdensome. IGT further objects on the grounds that this Interrogatory imposes obligations and demands on IGT beyond those contemplated by the Federal Rules of Civil Procedure and the TBMP.

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d), IGT will produce non-privileged, responsive documents, if any, sufficient to show

any enforcement actions against IGT concerning the IGT Marks. IGT reserves the right to supplement its response to this Interrogatory.

Interrogatory No. 44: Identify all third parties of whom you are aware that are using, have used, have registered, or have applied to register any mark that includes the terms "DOUBLE DOWN" or "DOUBLEDOWN" for services that are the same or highly related to the services offered by Double Down and/or IGT.

Answer to Interrogatory No. 44: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that "third party" and "highly related" are vague, ambiguous, and subjective. IGT also objects to this Interrogatory to the extent that it calls for a legal conclusion. IGT also objects to the extent this request calls for information that is not relevant to this dispute. IGT also objects to this Interrogatory to the extent it is duplicative to other more narrowly tailored Interrogatories herein. IGT further objects to the extent this Interrogatory calls for information that is protected by the attorney-client privilege and/or work product doctrine.

Interrogatory No. 45: Do you contend that IGT's rights in the Casino Mark tack back to D.D. Stud, Inc.'s first use of the Stud Mark? If yes, (a) identify any and all documents concerning your contention, and (b) identify any and all persons that have information concerning your contention.

Answer to Interrogatory No. 45: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it is improper to the extent it calls for a legal contention, is premature, is not reasonably calculated to lead to the discovery of admissible evidence, contains multiple discrete subparts that constitute more than one interrogatory, and

would impose duties greater than are set forth under Federal Rules of Civil Procedure and the TBMP.

Interrogatory No. 46: Do you contend that the Stud Mark and the Casino Mark are "virtually identical" trademarks? If yes, (a) identify any and all documents concerning your contention, and (b) identify any and all persons that have information concerning your contention.

Answer to Interrogatory No. 46: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it is improper to the extent it calls for a legal contention, is premature, is not reasonably calculated to lead to the discovery of admissible evidence, contains multiple discrete subparts that constitute more than one interrogatory, and would impose duties greater than are set forth under Federal Rules of Civil Procedure and the TBMP.

Interrogatory No. 47: Do you contend that "entertainment in the nature of casino services" were within D.D. Stud, Inc.'s natural zone of expansion on February 25, 1993? If yes, (a) identify any and all documents concerning your contention, and (b) identify any and all persons that have information concerning your contention.

Answer to Interrogatory No. 47: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it is improper to the extent it calls for a legal contention, is premature, is not reasonably calculated to lead to the discovery of admissible evidence, contains multiple discrete subparts that constitute more than one interrogatory, and would impose duties greater than are set forth under Federal Rules of Civil Procedure and the TBMP.

Interrogatory No. 48: Do you contend that "entertainment services, namely, providing an online computer game" were within D.D. Stud, Inc.'s natural zone of expansion on February 25, 1993? If yes, (a) identify any and all documents concerning your contention, and (b) identify any and all persons that have information concerning your contention.

Answer to Interrogatory No. 48: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it is improper to the extent it calls for a legal contention, is premature, is not reasonably calculated to lead to the discovery of admissible evidence, contains multiple discrete subparts that constitute more than one interrogatory, and would impose duties greater than are set forth under Federal Rules of Civil Procedure and TBMP.

Interrogatory No. 49: Do you contend that when Double Down commenced use of the Double Down Marks in connection with casino services on February 25, 1993, such use infringed D.D. Stud, Inc.'s rights in the Stud Mark? If yes, (a) state any and all facts concerning such contention and (b) identify any and all persons that have information concerning your contention.

Answer to Interrogatory No. 49: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that it is improper to the extent it calls for a legal contention, is premature, is not reasonably calculated to lead to the discovery of admissible evidence, contains multiple discrete subparts that constitute more than one interrogatory, and would impose duties greater than are set forth under Federal Rules of Civil Procedure and TBMP.

Interrogatory No. 50: Identify the persons who prepared or assisted in the preparation of the answers to these Interrogatories, and identify the Interrogatories for which each person provided information.

Answer to Interrogatory No. 50: In addition to the general objections above, IGT objects to this Interrogatory on the grounds that detailing which Interrogatory answers each person contributed to is unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT states that the following individuals participated in preparing IGT's responses to DDI's First Set of Request for Interrogatories: Holland & Hart LLP, Dave Berdan, Kimberley Dimino, Joe Sigrist, and Jim Coleman.

July 24, 2015

Respectfully submitted,

/Hope Hamilton/

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Hope Hamilton
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Attorneys for IGT

VERIFICATION

I, Joe Sigrist, as SVP of DoubleDown Interactive LLC, having been duly authorized by IGT to speak on its behalf regarding these Responses, verify that I have read the foregoing IGT'S RESPONSES TO DOUBLE DOWN, INC.'S FIRST SET OF INTERROGATORIES NOS. 2, 6, 7, 8, 11, 14, 16 (regarding DOUBLEDOWN CASINO), 18, 20, 21 (regarding DOUBLEDOWN CASINO), 22, 23, 30, 33, 34, 35, 36, 37, and 41 (regarding DOUBLEDOWN CASINO). I am familiar with the contents of the responses therein, and the same are true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 23rd day of July, 2015.

IGT

By: _____

Name: Joe A. Sigrist

Its: SVP & GM, DoubleDown

I, Jim Coleman, as _____ of IGT, verify that I have read the foregoing IGT'S RESPONSES TO DOUBLE DOWN, INC.'S FIRST SET OF INTERROGATORIES NOS. 1, 4, 5, 10, 13, 15, 16 (regarding DOUBLE DOWN STUD), 17, 19, 21 (regarding DOUBLE DOWN STUD), 29, and 41 (regarding DOUBLE DOWN STUD). I am familiar with the contents of the responses therein, and the same are true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 23rd day of July, 2015.

IGT

By: _____

Name: _____

Its: _____

VERIFICATION

I, Joe Sigrist, as _____ of DoubleDown Interactive LLC, having been duly authorized by IGT to speak on its behalf regarding these Responses, verify that I have read the foregoing IGT'S RESPONSES TO DOUBLE DOWN, INC.'S FIRST SET OF INTERROGATORIES NOS. 2, 6, 7, 8, 11, 14, 16 (regarding DOUBLEDOWN CASINO), 18, 20, 21 (regarding DOUBLEDOWN CASINO), 22, 23, 30, 33, 34, 35, 36, 37, and 41 (regarding DOUBLEDOWN CASINO). I am familiar with the contents of the responses therein, and the same are true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 23rd day of July, 2015.

IGT

By:_____

Name:_____

Its:_____

I, Jim Coleman, as CPM of IGT, verify that I have read the foregoing IGT'S RESPONSES TO DOUBLE DOWN, INC.'S FIRST SET OF INTERROGATORIES NOS. 1, 4, 5, 10, 13, 15, 16 (regarding DOUBLE DOWN STUD), 17, 19, 21 (regarding DOUBLE DOWN STUD), 29, and 41 (regarding DOUBLE DOWN STUD). I am familiar with the contents of the responses therein, and the same are true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 23rd day of July, 2015.

IGT

By: [signature]

Name: JIM COLEMAN

Its: Content Product Manager

I, Kimberley Dimino, as Trademark and Legal Administration Manager of IGT, verify that I have read the foregoing IGT'S RESPONSES TO DOUBLE DOWN, INC.'S FIRST SET OF INTERROGATORIES NOS. 3, 9, 12, 24, 26, 32, 38, 42, 43 and 50. I am familiar with the contents of the responses therein, and the same are true to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 23rd day of July, 2015.

IGT

By: Kimberley Dimino

Name: Kimberley Dimino

Its: Trademark And Legal Administration Manager

CERTIFICATE OF SERVICE

I certify that on July 24, 2015, I served a copy of the above **IGT'S RESPONSES TO DOUBLE DOWN, INC.'S FIRST SET OF INTERROGATORIES [NOS. 1-50]** to the following by email:

Nikki L. Baker
Laura E. Bielinski
Emily Ellis
Erin Lewis
Brownstein Hyatt Farber Schreck LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
Email: NBaker@BHFS.com; LBielinski@BHFS.com; EEllis@BHFS.com; ELewis@BHFS.com

/s/ Barbara Adams

7931563_4

EXHIBIT E

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

DOUBLE DOWN, INC., Petitioner/Opposer, **vs.** **IGT,** Registrant/Applicant.	**Opposition No. 91218431 (Parent)** Mark: DOUBLE DOWN STUD (Serial No. 86/244,094) **Cancellation No. 92059996** Mark: DOUBLEDOWN CASINO (Reg. No. 3,885,409)
IGT, Petitioner, **vs.** **DOUBLE DOWN, INC.,** Registrant.	**Cancellation No. 92060105** Mark: DOUBLE DOWN SALOON (Reg. No. 3,754,434)

IGT'S RESPONSES TO DOUBLE DOWN, INC.'S FIRST SET OF DOCUMENT REQUESTS [NOS. 1-50]

IGT hereby responds to the First Set of Document Requests ("Discovery Request(s)," or "Request(s)"), propounded by Double Down, Inc. ("Double Down") as follows:

DEFINITIONS

IGT incorporates by reference Definition Nos. 6-18 from Double Down's First Set of Document Requests.

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

A. IGT objects to Double Down's "Instructions" and "Definitions" to the extent they seek to impose obligations and demands on IGT beyond those contemplated by Rules 33 and 34 of the Federal Rules of Civil Procedure and the Trademark Trial and Appeal Board Manual of Procedure ("TBMP"). IGT will respond to Double Down's Discovery Requests to the extent required by the Federal Rules of Civil Procedure, the Federal Rules of Evidence, and the TBMP, and any purported definitions, requirements, or requests to the contrary may be disregarded.

B. IGT objects to each Discovery Request to the extent that it seeks documents or information that is protected by the attorney-client privilege, attorney work product doctrine, common interest privilege, and any other judicially recognized protection or privilege with respect to all information protected by a privilege.

C. IGT objects to each Discovery Request to the extent it seeks to impose obligations upon IGT beyond those permitted under the Federal Rules of Civil Procedure or the TBMP.

D. IGT objects to each Discovery Request to the extent it seeks identification of "all documents," "all persons," and/or "all facts." Such Requests are vague, over-inclusive, overly broad, unduly burdensome, and duplicative of other requests, and seek information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

E. IGT objects to each Discovery Request to the extent it is compound, complex, or contains multiple subparts.

F. IGT objects to each Discovery Request to the extent it calls for information and documents in the possession, custody, or control of any person or entity other than IGT, or that are publicly available or equally or more accessible to Double Down.

G. IGT objects to each Discovery Request to the extent it calls for a legal conclusion. By responding to these Requests, IGT does not waive any legal arguments it could otherwise assert.

H. IGT objects to each Discovery Request to the extent it seeks answers or information that is the subject of expert testimony.

I. IGT objects to each Discovery Request to the extent it seeks information or documents that are irrelevant or outside of the scope of the issues in this proceeding, or that is not reasonably calculated to lead to the discovery of admissible evidence.

J. IGT objects to each Discovery Request to the extent that it is vague or ambiguous.

K. IGT objects to each Discovery Request to the extent that it is overbroad and/or unduly burdensome.

L. IGT objects to each Discovery Request to the extent that it assumes facts that are not supported by any evidence.

M. IGT reserves all rights to object to the competency, relevancy, materiality, and admissibility of the information disclosed pursuant to Double Down's Discovery Requests.

N. All answers, responses, and objections to these Requests are based on information presently known to IGT after a reasonable effort to locate documents and information requested. As a result, all answers, responses, and objections are given without prejudice to IGT's right to supplement or revise or amend as discovery unfolds.

O. By agreeing to produce documents in response to a particular Request, IGT is not

representing, that any such documents in fact exist or have ever existed in its possession, custody or control. Rather, by agreeing to produce documents in response to a particular Request, IGT will search for responsive documents in its possession, custody, and control, and will produce responsive, non-privileged documents, if any, that are located after a reasonable search.

P. IGT objects to these Discovery Requests to the extent they fail to specify a time frame for the information sought, are ostensibly unlimited in time and scope, and as such are manifestly overbroad, call for the production of information that is wholly irrelevant, and are unduly burdensome and oppressive. Unless otherwise specifically stated, IGT's responses will be limited in time and scope to January 1, 2010 to the present.

Q. The foregoing objections, and those within IGT's Response to Double Down's First Set of Interrogatories are incorporated by this reference into each separate response below as though set forth in full.

RESPONSES TO REQUESTS

Request for Production No. 1: Produce all documents you used, identified, or relied upon in answering any Interrogatories served by Double Down.

Response to Request for Production No. 1:

In addition to general objections above, IGT objects to this Request to the extent it seeks documents that are protected by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving the foregoing general and specific objections, IGT will produce all non-privileged, responsive documents.

Request for Production No. 2: Produce all documents and/or communications reflecting, or relating to, the selection, clearance, adoption and registration of the Stud Mark, including any internal memoranda, formal or informal searches, studies, reports or surveys.

Response to Request for Production No. 2:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate to" a topic as overbroad and unduly burdensome. IGT also objects to this Request to the extent it seeks documents that are protected by the attorney-client privilege and/or attorney work product doctrine. IGT further objects to the extent this Request seeks documents not within IGT's possession, custody, or control.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show the extent of IGT's knowledge regarding the selection, clearance, adoption and registration of the Stud Mark, if any such documents exist.

Request for Production No. 3: Produce all documents and/or communications reflecting, or relating to, the selection, clearance, adoption and registration of the Casino Mark, including any internal memoranda, formal or informal searches, studies, reports or surveys.

Response to Request for Production No. 3:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate to" a topic as overbroad and unduly burdensome. IGT also objects to this Request to the extent it seeks documents that are protected by the attorney-client privilege and/or attorney work product doctrine. IGT further objects to the extent that this Request seeks documents not within IGT's possession, custody, or control.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show the extent of IGT's knowledge regarding the selection, clearance, adoption and registration of the Casino Mark, if any such documents exist.

Request for Production No. 4: Produce all documents and/or communications relating to IGT's acquisition of the Stud Mark from D.D. Stud, Inc.

Response to Request for Production No. 4:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate to" a topic as overbroad and unduly burdensome. IGT further objects to this Request on the grounds that it seeks documents not relevant to the present dispute.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to demonstrate assignment of the Stud Mark to IGT.

Request for Production No. 5: Produce all documents and/or communications relating to IGT's acquisition of Double Down Interactive, LLC.

Response to Request for Production No. 5:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate to" a topic as overbroad and unduly burdensome. IGT further objects to this Request on the grounds that it seeks documents not relevant to the present dispute.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show the date on which IGT acquired Double Down Interactive, LLC and to demonstrate assignment of the Casino Mark to IGT.

Request for Production No. 6: Produce all documents and/or communications relating to any sale, purchase, assignment, acquisition or other transfer of the Casino Mark including (a) assignment of the Casino Mark from Pickjam LLC to Gregory Enell, Cooper Dubois, Scott Wilburn, and Ron Erickson, (b) assignment of the Casino Mark from Gregory Enell, Cooper Dubois, Scott Wilburn, and Ron Erickson to Double Down Interactive LLC, and (c) assignment of the Casino Mark from Double Down Interactive, LLC to IGT.

Response to Request for Production No. 6:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate to" a topic as overbroad and unduly burdensome. IGT objects to this Request to the extent it seeks documents that are protected by the attorney/client privilege and/or attorney work product doctrine. IGT further objects to this Request to the extent it seeks documents not within IGT's possession, custody, or control and that are not relevant to the present litigation.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show (a) assignment of the Casino Mark from Pickjam LLC to Gregory Enell, Cooper Dubois, Scott Wilburn, and Ron Erickson, (b) assignment of the Casino Mark from Gregory Enell, Cooper Dubois, Scott Wilburn, and Ron Erickson to Double Down Interactive LLC, and (c) assignment of the Casino Mark from Double Down Interactive, LLC to IGT.

Request for Production No. 7: Produce all documents and/or communications reflecting, or relating to, the selection, clearance, adoption and registration of the Pending Stud Mark, including any internal memoranda, formal or informal searches, studies, reports or surveys.

Response to Request for Production No. 7:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate to" a topic as overbroad and unduly burdensome. IGT further objects to the extent that this Request seeks information protected by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show IGT's prosecution of the Pending Stud Mark.

Request for Production No. 8: Produce all documents and/or communications reflecting, or relating to, your decision to pursue and file an application for the Pending Stud Mark with the United States Patent and Trademark Office ("USPTO"), including internal memoranda.

Response to Request for Production No. 8:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate to" a topic as overbroad and unduly burdensome. IGT further objects to the extent that this Request seeks information protected by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents, if any, sufficient to show why IGT pursued and filed an application for the Pending Stud Mark.

Request for Production No. 9: Produce all documents and/or communications relating to IGT's first awareness of each of the Double Down Marks.

Response to Request for Production No. 9:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate to" a topic as overbroad and unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents, if any, sufficient to show IGT's first awareness of each of the Double Down Marks. IGT will not, however, reproduce copies of Double Down's Notice of Opposition or Petition for Cancellation that are the subject of this dispute.

Request for Production No. 10: Produce all documents depicting all forms and all manners of appearance in which IGT depict, displays, or uses the IGT Marks, including but not limited to all designs and stylizations.

Response to Request for Production No. 10:

In addition to the general objections above, IGT objects to this Request for "all" documents that depict any of the IGT Marks as overbroad and unduly burdensome. IGT also objects to this Request on grounds that it seeks documents that are irrelevant or outside of the scope of the issues in this proceeding, or that is not reasonably calculated to lead to the discovery of admissible evidence. These proceedings only involve word marks; pictorial depictions of the Marks are therefore irrelevant. IGT further objects to this Request to the extent it seeks documents that are publicly available and therefore equally accessible to Double Down

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show use in commerce of the IGT Marks.

Request for Production No. 11: Produce documents sufficient to reflect or identify each product and service with which the Stud Mark has been used, is now used, and/or is intended to be used, from the first use of the Stud Mark to the present.

Response to Request for Production No. 11:

Subject to and without waiving the foregoing general objections, IGT will produce non-privileged, responsive documents.

Request for Production No. 12: Produce documents sufficient to reflect or identify each product and service with which the Casino Mark has been used, is now used, and/or is intended to be used, from the first use of the Casino Mark to the present.

Response to Request for Production No. 12:

Subject to and without waiving the foregoing general objections, IGT will produce non-privileged, responsive documents.

Request for Production No. 13: Produce documents sufficient to reflect or identify each product and service with which the Pending Stud Mark is intended to be used.

Response to Request for Production No. 13:

Subject to and without waiving the foregoing general objections, IGT refers Double Down to the publicly available Pending Stud Mark application.

Request for Production No. 14: Produce documents sufficient to identify IGT's revenues, profits, and costs on an annual basis for all products and services sold in connection with the Stud Mark from the first use of the Stud Mark to the present.

Response to Request for Production No. 14:

In addition to the general objections above, IGT objects to this Request on the grounds that it is overbroad, burdensome, and lacks any temporal or other reasonable limitation. IGT

further objects to this Request to the extent it seeks documents that are irrelevant or outside of the scope of the issues in this proceeding, or that are not reasonably calculated to lead to the discovery of admissible evidence. IGT further objects to the extent this Request seeks documents not within IGT's possession, custody, or control, and that this Request seeks documents and information in a manner or form other than how it is maintained in the ordinary course of IGT's business.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show IGT's revenues, profits, and marketing/advertising directly attributable to products sold under the Stud Mark, from January 1, 2010 to the present.

Request for Production No. 15: Produce documents sufficient to identify IGT's revenues, profits, and costs on an annual basis for all products and services sold in connection with the Casino Mark from the first use of the Casino Mark to the present.

Response to Request for Production No. 15:

In addition to the general objections above, IGT objects to this Request on the grounds that it is overbroad, burdensome, and lacks any temporal or other reasonable limitation. IGT further objects to this Request to the extent it seeks documents that are irrelevant or outside of the scope of the issues in this proceeding, or that are not reasonably calculated to lead to the discovery of admissible evidence. IGT further objects to the extent this Request seeks documents not within IGT's possession, custody, or control, and that this Request seeks documents and information in a manner or form other than how it is maintained in the ordinary course of IGT's business.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show IGT's revenues, profits, and marketing/advertising directly attributable to products sold under the Casino Mark, beginning with IGT's acquisition of DoubleDown Interactive, LLC in 2012 and continuing to the present. IGT is unlikely to have such documents for time periods prior to the acquisition of DoubleDown Interactive, but to the extent that IGT has non-privileged, responsive documents from before 2012, it will produce them.

Request for Production No. 16: Produce documents sufficient to identify and quantify the number of gaming machines and gaming tables sold under the Stud Mark for each year from the first use of the Stud Mark to the present.

Response to Request for Production No. 16:

In addition to the general objections above, IGT objects to this Request on the grounds that it lacks any temporal or other reasonable limitation and seeks documents not within IGT's possession, custody, or control.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show the number of gaming machines and gaming tables sold under the Stud Mark from January 1, 2010 to the present.

Request for Production No. 17: Produce documents sufficient to show the advertising and promotional materials in each media utilized (e.g., print, television, radio, Internet) featuring, displaying or containing the Stud Mark from the first use of the Stud Mark to the present.

Response to Request for Production No. 17:

In addition to the general objections above, IGT objects to this Request on the grounds that it lacks any temporal or other reasonable limitation and seeks documents not within IGT's possession, custody, or control.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show IGT's advertising and promotion of the Stud Mark from January 1, 2010 to the present.

Request for Production No. 18: Produce documents sufficient to show the advertising and promotional materials in each media utilized (e.g., print, television, radio, Internet) featuring, displaying or containing the Casino Mark from the first use of the Casino Mark to the present.

Response to Request for Production No. 18:

In addition to the general objections above, IGT objects to this Request on the grounds that it seeks documents not within IGT's possession, custody, or control.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show IGT's advertising and promotion of the Casino Mark beginning with IGT's acquisition of DoubleDown Interactive, LLC in 2012 and continuing to the present. To the extent that IGT has non-privileged, responsive documents predating its acquisition of DoubleDown Interactive, it will produce them.

Request for Production No. 19: Produce documents sufficient to identify and quantify IGT's annual advertising, marketing and promotional expenditures relating to the Stud Mark for each year from the first use of the Stud Mark to the present.

Response to Request for Production No. 19:

In addition to the general objections above, IGT objects to this Request on the grounds that it lacks any temporal or other reasonable limitation and seeks documents not within IGT's possession, custody, or control. IGT further objects to this Request on the grounds that the phrase "relating to the Stud Mark" is vague and ambiguous. IGT further objects to this Request as duplicative of Request No. 14.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents, if any, sufficient to quantify IGT's advertising, marketing, and promotional expenditures for the Stud Mark from January 1, 2010 to the present.

Request for Production No. 20: Produce documents sufficient to identify and quantify IGT's annual advertising, marketing and promotional expenditures relating to the Casino Mark for each year from the first use of the Casino Mark to the present. IGT further objects to this Request as duplicative of Request No. 15.

Response to Request for Production No. 20:

In addition to the general objections above, IGT objects to this Request on the grounds that it seeks documents not within IGT's possession, custody, or control. IGT further objects to this Request on the grounds that the phrase "relating to the Casino Mark" is vague and ambiguous.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents, if any, sufficient to quantify IGT's advertising, marketing, and promotional expenditures for the Casino Mark beginning with IGT's acquisition of DoubleDown Interactive, LLC in 2012 and continuing to the present. To the extent that IGT

has non-privileged, responsive documents predating its acquisition of DoubleDown Interactive, it will produce them.

Request for Production No. 21: Produce all documents and/or communications related to plans for future use of the Stud Mark, including any marketing plans, advertising plans, market research, strategic plans, and business plans.

Response to Request for Production No. 21:

In addition to the general objections above, IGT objects to this Request for "all" documents "related to" a topic as overbroad and unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show IGT's plans for future use of the Stud Mark.

Request for Production No. 22: Produce all documents and/or communications related to plans for future use of the Casino Mark, including any marketing plans, advertising plans, market research, strategic plans, and business plans.

Response to Request for Production No. 22:

In addition to the general objections above, IGT objects to this Request for "all" documents "related to" a topic as overbroad and unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show IGT's plans for future use of the Casino Mark.

Request for Production No. 23: Produce all documents and/or communications related to plans for future use of the Pending Stud Mark, including any marketing plans, advertising plans, market research, strategic plans, and business plans.

Response to Request for Production No. 23:

In addition to the general objections above, IGT objects to this Request for "all" documents "related to" a topic as overbroad and unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show IGT's plans for future use of the Pending Stud Mark.

Request for Production No. 24: Produce all documents, including, but not limited to, mailing lists, customer lists, proposals, surveys, and/or marketing studies, that identify the demographics and/or characteristics of each class or type of purchaser or potential purchaser of products or services provided in connection with the Stud Mark.

Response to Request for Production No. 24:

In addition to the general objections above, IGT objects to this Request for "all" documents as overbroad and unduly burdensome. IGT further objects to this Request on the grounds that it lacks any temporal or other reasonable limitation, seeks information not relevant to the present litigation, and would impose duties greater than are set forth under Federal Rules of Civil Procedure.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show the demographics and/or characteristics of those who purchase products or services provided in connection with the Stud Mark.

Request for Production No. 25: Produce all documents, including, but not limited to, mailing lists, customer lists, proposals, surveys, and/or marketing studies, that identify the

demographics and/or characteristics of each class or type of purchaser or potential purchaser of products or services provided in connection with the Casino Mark.

Response to Request for Production No. 25:

In addition to the general objections above, IGT objects to this Request for "all" documents as overbroad and unduly burdensome. IGT further objects to this Request on the grounds that it seeks information not relevant to the present litigation and would impose duties greater than are set forth under Federal Rules of Civil Procedure.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show the demographics and/or characteristics of those who purchase products or services provided in connection with the Casino Mark.

Request for Production No. 26: Produce all documents, including, but not limited to, mailing lists, customer lists, proposals, surveys, and/or marketing studies, that identify the demographics and/or characteristics of each class or type of purchaser or potential purchaser of products or services provided in connection with the Pending Stud Mark.

Response to Request for Production No. 26:

In addition to the general objections above, IGT objects to this Request for "all" documents as overbroad and unduly burdensome. IGT further objects to this Request on the grounds that it seeks information not relevant to the present litigation and would impose duties greater than are set forth under Federal Rules of Civil Procedure.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show the demographics and/or

characteristics of potential purchasers of products or services provided in connection with the Pending Stud Mark, if IGT has any such documents.

Request for Production No. 27: Produce your organization charts from 1992 to the present.

Response to Request for Production No. 27:

In addition to the general objections above, IGT objects to this Request on grounds that it seeks information or documents that are irrelevant or outside of the scope of the issues in this proceeding, or that it is not reasonably calculated to lead to the discovery of admissible evidence.

Request for Production No. 28: Produce all documents reflecting, or relating to, any agreement entered into by IGT, wherein IGT grants to any person or entity a license, authorization, permission or consent to use the Casino Mark.

Response to Request for Production No. 28:

In addition to the general objections above, IGT objects to this Request for "all" documents "relating to" a topic as overbroad and unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents, if any, sufficient to identify any people or entities authorized to use the Casino Mark and the model terms of any relevant agreements.

Request for Production No. 29: Produce any formal or informal searches, studies, reports or surveys performed by or for IGT that relate in any way to the IGT Marks or the Double Down Marks, including any dates thereof and the identity of all persons who were involved or have information relating thereto.

Response to Request for Production No. 29:

In addition to the general objections above, IGT objects to this Request as vague, ambiguous, overbroad and unduly burdensome.

Request for Production No. 30: Produce all documents and/or communications relating to consumers' association between the Stud Mark and the Casino Mark, including any internal memoranda, formal or informal searches, studies, reports or surveys.

Response to Request for Production No. 30:

In addition to the general objections above, IGT objects to this Request for "all" documents "relating to" a topic as overbroad and unduly burdensome. IGT further objects on the grounds that the phrase "consumers' association" is vague and ambiguous.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents, if any, sufficient to show the relationship between the Stud Mark and Casino Mark.

Request for Production No. 31: Produce any and all communications between you and GTECH S.p.A. or its affiliated entities, including any representative, agent, employee, attorney, or other persons acting on their behalf or under their control, relating to the IGT Marks, the above captioned proceedings, and/or the Double Down Marks.

Response to Request for Production No. 31:

In addition to the general objections above, IGT objects to this Request on the grounds that it is overbroad, unduly burdensome, and seeks information or documents that are irrelevant or outside of the scope of the issues in this proceeding, or that it is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents that are relevant to the issues in these proceedings, if any such documents exist.

Request for Production No. 32: Produce all documents reflecting, or relating to, any inquiry received by you from any person or entity as to whether IGT, the IGT Marks and/or any of IGT's products or services are associated with, sponsored by, or otherwise affiliated with Double Down, the Double Down Marks and/or any of Double Down's products or services.

Response to Request for Production No. 32:

In addition to the general objections above, IGT objects to this Request for "all" documents "relating to" a topic as overbroad and unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT states that it is unaware of any such documents.

Request for Production No. 33: Produce all documents and/or communications that relate to any investigation conducted by IGT regarding Double Down's alleged use of IGT's products or services.

Response to Request for Production No. 33:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate to" a topic as overbroad and unduly burdensome. IGT further objects to this Request on the grounds that it assumes facts that are not supported by any evidence and misstates the allegations in IGT's Petition. IGT further objects to this Request to the extent it seeks documents that are protected by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents, if any such documents exist.

Request for Production No. 34: Produce all documents and/or communications that relate in any way to the claims or allegations made in Saloon Petition, the Casino Answer and/or the Stud Answer.

Response to Request for Production No. 34:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate in any way to" a topic as overbroad and unduly burdensome. IGT further objects to the extent that this Request seeks information protected by the attorney-client privilege and/or attorney work product doctrine. IGT also objects on the grounds that this Request is duplicative of other, more narrowly-tailored Requests herein.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents consistent with its objections and responses to other Requests herein.

Request for Production No. 35: Produce all documents in support of your contention in the Saloon Petition that, as early as June 8, 1992, you and your predecessors have used the trademark DOUBLE DOWN in connection with gaming machines and game tables.

Response to Request for Production No. 35:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate in any way to" a topic as overbroad and unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show that IGT and its predecessors

have used the trademark DOUBLE DOWN in connection with gaming machines and game tables since at least as early as June 8, 1992.

Request for Production No. 36: Produce all documents in support of your contention in the Saloon Petition that you used and registered the Casino Mark prior to the registration date and alleged first use date of the Saloon Mark.

Response to Request for Production No. 36:

In addition to the general objections above, IGT objects to this Request for "all" documents that "support" a position as vague, overbroad, subjective, improper to the extent it calls for legal analysis, and unduly burdensome. IGT further objects to this Request on the grounds that it misstates IGT's allegations in its Petition.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show its first use, and registration, of DOUBLE DOWN.

Request for Production No. 37: Produce all documents in support of your contention in the Saloon Petition that the Stud Mark "became distinctive and famous under 15 U.S.C. § 1125(c)" prior to the registration date of the Saloon Mark.

Response to Request for Production No. 37:

In addition to the general objections above, IGT objects to this Request for "all" documents that "support" a position as vague, overbroad, subjective, improper to the extent it calls for legal analysis, and unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show the fame of the Stud Mark prior to the registration date of the Saloon Mark.

Request for Production No. 38: Produce all documents in support of your contention in the Saloon Petition that the Mark "became distinctive and famous under 15 U.S.C. § 1125(c)" prior to the registration date of the Saloon Mark.

Response to Request for Production No. 38:

In addition to the general objections above, IGT objects to this Request for "all" documents that "support" a position as vague, overbroad, subjective, improper to the extent it calls for legal analysis, and unduly burdensome. IGT further objects on the grounds that the phrase "the Mark" is ambiguous as it fails to identify what mark is referenced.

Request for Production No. 39: Produce all documents in support of your contention in the Saloon Petition that the casino services Double Down provides in connection with the Casino Mark compete with the gaming machines and gaming tables IGT provides in connection with the Stud Mark.

Response to Request for Production No. 39:

In addition to the general objections above, IGT objects to this Request for "all" documents that "support" a position as vague, overbroad, subjective, improper to the extent it calls for legal analysis, and unduly burdensome. IGT further objects to this Request on the grounds that it misstates IGT's allegations in its Petition. IGT further objects on the grounds that this Request is unclear and/or nonsensical in that it references "casino services Double Down[, Inc.]provides in connection with [IGT's] Casino Mark."

Request for Production No. 40: Produce all documents in support of your contention in the Stud Answer that you have priority in the marks "DOUBLEDOWN and "DOUBLE DOWN."

Response to Request for Production No. 40:

In addition to the general objections above, IGT objects to this Request for "all" documents that "support" a position as vague, overbroad, subjective, improper to the extent it calls for legal analysis, and unduly burdensome. IGT further objects to this Request on the grounds that it misstates IGT's contentions in its Answer.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show that IGT has priority in the marks "DOUBLEDOWN" and "DOUBLE DOWN."

Request for Production No. 41: Produce all documents in support of your denial in the Casino Answer that the Casino Mark is confusingly similar to the Double Down Marks.

Response to Request for Production No. 41:

In addition to the general objections above, IGT objects to this Request for "all" documents that "support" a position as vague, overbroad, subjective, improper to the extent it calls for legal analysis, and unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents, if any, sufficient to support IGT's denial that the Casino Mark is confusingly similar to the Double Down Marks.

Request for Production No. 42: Produce all documents in support of your denial in the Casino Answer of the fact that Double Down's rights in the Double Down Marks predate the application filing date and the first-use date in the registration for the Casino Mark.

Response to Request for Production No. 42:

In addition to the general objections above, IGT objects to this Request for "all" documents that "support" a position as vague, overbroad, subjective, improper to the extent it

calls for legal analysis, and unduly burdensome. IGT further objects to the extent this Request calls for documents that are in the possession of Double Down, not IGT.

Subject to and without waiving the foregoing general and specific objections, IGT will produce the file wrappers for the IGT Marks, which show the application file dates and first-use dates in the registrations of the Stud Mark has priority over all the Double Down Marks.

Request for Production No. 43: Produce all documents that refer or relate to any U.S. judicial, administrative, or other proceedings in any forum (not including this action), the subject of which concerned a name, mark, or designation comprised of or containing any of the IGT Marks, to which you were a party or were otherwise involved or made aware.

Response to Request for Production No. 43:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate to" a topic as overbroad and unduly burdensome. IGT further objects that the terms "name," "mark," and "designation" are vague and ambiguous. IGT further objects on the grounds that this Request seeks information protected by the attorney-client privilege and/or attorney work product doctrine. IGT also objects to the extent this Request seeks documents that are publicly available and therefore equally accessible to Double Down.

Subject to and without waiving the foregoing general and specific objections, IGT is not aware of any non-privileged documents responsive to this Request.

Request for Production No. 44: Produce all documents provided to or relied upon by any expert, advisor, or consultant in connection with these proceedings.

Response to Request for Production No. 44:

In addition to the general objections above, IGT objects to this Request to the extent it seeks to impose obligations and demands on IGT beyond those contemplated by the Federal

Rules of Civil Procedure and the TBMP. IGT also objects to this Request as premature, overbroad, and unduly burdensome. IGT further objects to the extent this Request seeks information protected by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents, if any, sufficient to meet its disclosure obligations under Fed. R. Civ. P. 26(a).

Request for Production No. 45: Produce all documents relating to any demand letter, objection, challenge, opposition, allegation of trademark infringement or allegation of unfair competition made against IGT by any person in connection with any of the IGT Marks.

Response to Request for Production No. 45:

In addition to the general objections above, IGT objects to this Request for "all" documents "relating to" a topic as overbroad and unduly burdensome. IGT further objects to this request as vague and ambiguous, particularly with respect to the terms "challenge" and "objection." IGT further objects on the grounds that this Request seeks documents not relevant to the present litigation and documents protected by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving the foregoing general and specific objections, IGT is not aware of any non-privileged documents responsive to this Request.

Request for Production No. 46: Produce all documents relating to any demand letter, objection, challenge, opposition, allegation of trademark infringement or allegation of unfair competition made by IGT against any person in connection with any of the IGT Marks.

Response to Request for Production No. 46:

In addition to the general objections above, IGT objects to this Request for "all" documents "relating to" a topic as overbroad and unduly burdensome. IGT further objects to this request as vague and ambiguous, particularly with respect to the terms "challenge," and "objection." IGT further objects on the grounds that this Request seeks documents not relevant to the present litigation and documents protected by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents, if any, sufficient to show enforcement actions brought by IGT concerning the IGT Marks.

Request for Production No. 47: Produce all documents relating to any authorization requested, received or rejected, to provide casino or related services, including but not limited to any communications with gaming control boards and/or gaming commissions.

Response to Request for Production No. 47:

In addition to the general objections above, IGT objects to this Request for "all" documents "relating to" a topic as overbroad and unduly burdensome. IGT further objects on the grounds that this Request seeks documents not relevant to the present litigation.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents sufficient to show approvals or authorizations it has received from gaming control boards and/or gaming commissions for the Stud Mark. No responsive documents exist related to the Casino Mark, because no approvals or authorizations are required in connection with non-wagering (not for money) social, online gaming services.

Request for Production No. 48: Produce all documents that you intend to introduce at trial or hearing on the above-captioned consolidated proceeding.

Response to Request for Production No. 48:

In addition to the general objections above, IGT objects to this Request to the extent it seeks to impose obligations and demands on IGT beyond those contemplated by the Federal Rules of Civil Procedure and the TBMP. IGT also objects to this Request as premature, overbroad, and unduly burdensome.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents in compliance with Fed. R. Civ. P. Rule 26.

Request for Production No. 49: Produce all documents and things identified in your Initial Disclosures.

Response to Request for Production No. 49:

In addition to the general objections above, IGT objects to this request on the grounds that it is overbroad, vague, duplicative of Request No. 48, and misstates the substance of IGT's initial disclosures.

Subject to and without waiving the foregoing general and specific objections, IGT will comply with its obligations under Fed. R. Civ. P. 26.

Request for Production No. 50: To the extent not produced in response to one of the above Document Requests, produce all documents and/or communications that refer or relate to the Double Down Marks.

Response to Request for Production No. 50:

In addition to the general objections above, IGT objects to this Request for "all" documents that "relate to" a topic as overbroad and unduly burdensome. IGT further objects on

the grounds that this Request seeks documents not relevant to the present litigation and documents protected by the attorney-client privilege and/or work product doctrine.

Subject to and without waiving the foregoing general and specific objections, IGT will produce non-privileged, responsive documents, if any, that refer or relate to the Double Down Marks and that are relevant to this proceeding.

July 24, 2015

Respectfully submitted,

/Hope Hamilton/

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Hope Hamilton
Emily J. Cooper
HOLLAND & HART LLP
P.O. Box 8749
Denver, Colorado 80201-8749
Phone: (303) 473-4822
Facsimile: (303) 416-8842

Attorneys for IGT

CERTIFICATE OF SERVICE

I certify that on July 24, 2015, I served a copy of the above **IGT'S RESPONSES TO DOUBLE DOWN, INC.'S FIRST DOCUMENT REQUESTS [NOS. 1-50]** to the following by email and first class mail:

Nikki L. Baker
Laura E. Bielinski
Erin Lewis
Brownstein Hyatt Farber Schreck LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
Email: NBaker@BHFS.com; LBielinski@BHFS.com; EEllis@BHFS.com; ELewis@BHFS.com

/s/ Barbara Adams

7934821_2

EXHIBIT F

REDACTED

REDACTED

REDACTED

EXHIBIT G

DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

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REDACTED

REDACTED

DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

REDACTED

REDACTED

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REDACTED

REDACTED

DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

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DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

REDACTED

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REDACTED

REDACTED

DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

DOUBLE DOWN INTERACTIVE

REDACTED

COOKIE COW INTERACTIVE

REDACTED

DOUBLE DOWN INTERACTIVE

REDACTED

INTERACTIVE

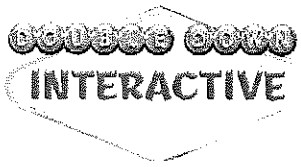
REDACTED

DOUBLE DOWN INTERACTIVE

REDACTED

DOUBLE DOWN INTERACTIVE

REDACTED



REDACTED

DoubleDown Casino
DISTRIBUTION AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

REDACTED

INTERACTIVE

REDACTED

REDACTED

PROTECTED TRADE SECRET/COMMERCIALLY SENSITIVE IGT000775

DOUBLE DOWN INTERACTIVE

REDACTED

PROTECTED TRADE SECRET/COMMERCIALLY SENSITIVE IGT000776

REDACTED

INTERACTIVE

REDACTED

DOUBLE DOWN INTERACTIVE

REDACTED

DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

DoubleDown Casino
AFFILIATE AGREEMENT
("Agreement")

CONFIDENTIAL

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

EXHIBIT H

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

DOUBLE DOWN, INC., Petitioner/Opposer, **vs.** **IGT,** Registrant/Applicant.	**Opposition No. 91218431 (Parent)** Mark: DOUBLE DOWN STUD (Serial No. 86/244,094) **Cancellation No. 92059996** Mark: DOUBLEDOWN CASINO (Reg. No. 3,885,409)
IGT, Petitioner, **vs.** **DOUBLE DOWN, INC.,** Registrant.	**Cancellation No. 92060105** Mark: DOUBLE DOWN SALOON (Reg. No. 3,754,434)

DOUBLE DOWN, INC.'S ANSWERS TO IGT'S

FIRST SET OF INTERROGATORIES

Pursuant to 37 C.F.R. §2.120(d) and Rules 33 of the Federal Rules of Civil Procedure, DOUBLE DOWN, INC., (the "Double Down") hereby responds to IGT's First Set of Interrogatories.

GENERAL OBJECTIONS

A. "Nondiscoverable/Irrelevant" - The interrogatory in question concerns a matter that is not relevant to the subject matter of these proceedings and is not reasonably calculated to lead to the discovery of admissible evidence.

B. "Unduly burdensome" - The interrogatory in question seeks discovery which is unduly burdensome or expensive, taking into account the needs of these proceedings, limitation on the party's resources, and the importance of the issues at stake in these proceedings.

C. "Vague" - The interrogatory in question contains a word or phrase which is not adequately defined, or the overall interrogatory or request is confusing or ambiguous, and is unable to reasonably ascertain what information or documents IGT seeks in the same.

D. "Overly broad" - The interrogatory in question seeks information or documents beyond the scope of, or beyond the time period relevant to, the subject matter of these proceedings and, accordingly, seeks information or documents that are nondiscoverable/irrelevant and is unduly burdensome.

E. Double Down objects to IGT's interrogatories to the extent that they seek any information that is protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, the attorney work-product exemption, and the consulting-expert exemption.

F. Double Down objects to IGT's interrogatories on the grounds that they are excessively burdensome and much of the information requested may be obtained by IGT from other sources more conveniently, less expensively, and with less burden.

G. Answers will be made on the basis of information and writings available to and located by Double Down at this time. There may be other and further information respecting the interrogatories propounded by IGT of which Double Down, despite its reasonable investigation and inquiry, is presently unaware. Double Down, therefore, reserves the right to modify or enlarge any answer with such pertinent additional information as it may subsequently discover. Much "supporting" evidence called for by these interrogatories are currently in the possession of IGT and Double Down will be attempting to discover it.

H. No incidental or implied admissions will be made by the answers. The fact that Double Down may answer or object to any interrogatory, or part thereof, shall not be

deemed an admission that Double Down accepts or admits the existence of any fact set forth or assumed by such interrogatory, or that such answer constitutes admissible evidence. The fact that Double Down answers part of any interrogatory is not to be deemed a waiver by it of its objections, including privilege, to other parts of the question.

I. Double Down objects to any interrogatory to the extent that it would impose upon Double Down greater duties than are set forth under the Federal Rules of Civil Procedure. When necessary, Double Down will supplement its answers to interrogatories as required by Fed. R. Civ. P. 33.

J. Each answer will be subject to all objections as to competence, relevance, materiality, propriety, and admissibility, and to any and all other objections on any ground that would require the exclusion from evidence of any statement herein if any such statements were made by a witness present and testifying at trial, all of which objections and grounds are expressly reserved and may be interposed at any hearing or trial.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe in detail the circumstances surrounding Double Down's selection of the Double Down Marks, including but not limited to the reasons that Double Down selected those Marks, when Double Down selected those Marks, any investigations conducted by or on behalf of Double Down regarding those Marks, and all persons involved in the investigation and/or selection of those Marks.

ANSWER TO INTERROGATORY NO. 1:

In early 1992, P Moss and the original owner of Double Down Saloon, located at 4640 Paradise Road, Las Vegas, NV 89169 ("Double Down LV"), Scot Siegel, named the saloon the "Double Down Saloon", which was inspired by the term "double down" as used in the game of blackjack. Mr. Moss and Mr. Siegel conducted an informal investigation of publically available records, including conducting business entity searches with the Nevada Secretary of State, and determined that the name was not used by any other business,

casino, bar, lounge, saloon or the like. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 2:

Identify each product and service with which Double Down has used the Double Down Marks from the first use of those Marks to the present, by stating for each such product or service:

a) the name of and the description of the product or service;

b) the date of first use of the Mark with each product or service;

c) the time period(s) during which each such product or service was/is promoted, sold, or offered and any lapses in use; and

d) the classes or types of consumers to whom Double Down has marketed each such product or service.

ANSWER TO INTERROGATORY NO. 2:

1. **Casino Gaming**
   a) **Entertainment in the nature of casino services**
   b) **At least as early as February 25, 1993**
   c) **Continuously from at least as early as February 25, 1993 to present day**
   d) **Individuals 21 years of age or older**
2. **Live Music**
   a) **Live performances by musicians and musical groups**
   b) **At least as early as July 31, 1993**
   c) **Continuously from at least as early as July 31, 1993 to present day**
   d) **Individuals 21 years of age or older**
3. **Restaurant/Bar**
   a) **Restaurant services, bar services and tavern services**
   b) **At least as early as December 1, 1992**
   c) **Continuously from at least as early as December 1, 1992 to present day**

d) **Individuals 21 years of age or older**

4. **Souvenirs**

a) **Souvenir clothing and goods**

b) **At least as early as December 1, 1993**

c) **Continuously from at least as early as December 1, 1993 to present day**

d) **Individuals 21 years of age or older**

As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 3:

For each of the products or services listed in response to Interrogatory No. 2, describe in detail the manner by which you charge for such products or services, including a description and method of calculation for all fees, prices, charges, or other revenues that you receive for such products or services.

ANSWER TO INTERROGATORY NO. 3:

Double Down objects to this Interrogatory on the grounds that the phrase "manner by which you charge for such products or services" is unreasonably vague. Notwithstanding and without waiving said objection, Double Down answers as follows: For all services and products listed in Answer to Interrogatory No. 2, Double Down sets the prices slightly below industry standards in order for the Double Down drinks, souvenirs, and other promotional materials to be affordable to all customers. Double Down accepts cash and all major credit cards, and the Double Down online store accepts payment though PayPal, which accepts all major credit cards as well as checks. Double Down does not charge a cover or sell tickets for live entertainment provided at Double Down LV. With regard to gaming, Double Down utilizes a third-party operator, which maintains the machines and sets the fees associated with the gaming machines inside Double Down LV. As discovery is

on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 4:

For each product or service listed in response to Interrogatory No. 2, describe in detail the channels of distribution for each product or service, including a description of the markets and geographic areas in which said products or services are provided, a description of the markets and geographic areas in which said products or services are advertised, and a description of the methods by which said products or services are delivered to purchasers.

ANSWER TO INTERROGATORY NO. 4:

Double Down offers its casino services onsite at the Double Down LV. Double Down offers its live entertainment, bar, restaurant and tavern services on site at the Double Down LV and the Double Down Saloon, located at 14 Avenue A, New York, New York 10009 ("Double Down NYC") (collectively, Double Down LV and Double Down NYC are referred to, where appropriate, as "Double Down Saloons"). Double Down offers its souvenir clothing and souvenir goods onsite at the Double Down Saloons, and online via its website, located at http://doubledownsaloon.com. Because Las Vegas, Nevada and New York, New York are travel destinations, Double Down's customers reside through the United States and in foreign countries. During the weekends, the large majority of Double Down LV's customers are tourists (*i.e.*, reside outside Nevada). Customers who purchase souvenir clothing and souvenir goods online are located throughout the United States and in foreign countries. Apart from Double Down's website, located at http://doubledownsaloon.com, Double Down does not actively advertise its products and services because its existing customers and potential customers reside throughout the United States and internationally. Moreover, Double Down has garnered significant national media attention that draws customers to the Double Down Saloons without the need for traditional advertising. As

discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 5:

Identify each advertising agency, market research firm, public relations firm, website development firm, or other similar entity that has rendered services to Double Down in connection with the advertising, promotion, or publicizing of the Mark, or any products or services promoted, sold, and/or offered by Double Down under the Mark and for each such entity:

a) Describe the services performed by it;

b) State the period(s) of time during which it provided such services; and

c) Identify the person(s) primarily responsible for Double Down's account and the period(s) of time during which they were responsible.

ANSWER TO INTERROGATORY NO. 5:

Double Down has never employed an advertising agency, market research firm, public relations firm, website development firm, or other similar entity to render services to Double Down in connection with the advertising, promotion, or publicizing of the Double Down Marks. Rather, Double Down's website was created and is maintained in-house by an individual names Ian Roach, whom is also a manager of Double Down LV. Mr. Roach has been employed by Double Down for the past eighteen years. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 6:

Set forth Double Down's total expenditures on an annual basis for marketing and advertising from the first use of the Double Down Marks to the present.

ANSWER TO INTERROGATORY NO. 6:

From December of 1992, through 2003, Double Down spent approximately $60,000 annually on advertisements in the local newspapers and weekly circulars. As Double Down LV was garnering significant media/editorial attention negating the need for such expenditures on advertising, beginning in 2004, Double Down ceased most of its advertising efforts, resulting in it expending less annually on advertising. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 7:

Identify each publication (including but not limited to leaflets, brochures, telephone directories, print media and television, internet, and radio broadcasts) in which advertisements or other information regarding Double Down, the Double Down Marks, or any products or services promoted, sold, and/or offered by Double Down under the Double Down Marks, was caused to be published or otherwise distributed by Double Down.

ANSWER TO INTERROGATORY NO. 7:

Double Down objects to this Interrogatory on the grounds that it is overly broad and is unduly burdensome because Double Down cannot identify every single publication requested therein. Notwithstanding and without waiving said objection, Double Down answers as follows: The Double Down Saloons have appeared in the following publications, among others: The New York Times, Playboy, Stuff, Esquire, Bust, Nightclub & Bar, Market Watch, Our Favorite Bars (CMT), Insomniac (Comedy Central), Inked (A&E), The Las Vegas Review Journal, Gaming Today, Las Vegas New Times, Scope Magazine, The Las Vegas Citylife, The Las Vegas Mercury, The Las Vegas Weekly, The Modern Drunkard Magazine, KLAV Radio 1270 AM, 107.9 FM, KUNV 91.5 From, The Barracuda Magazine, The New York Waste, The Sin City Roller Girls Program and Sponsorship Materials, The Gotham Girls New York Roller Derby Program and Sponsorship Materials,

Racket Magazine, The Onion, Smash Magazine, San Francisco Bay Guardian, Razorcake Magazine, The Village Voice, Punk Planet, Viva Las Vegas Rockabilly Weekender Program Ads, The Las Vegas Rock Around Program, The Las Vegas Shakedown Program, NYtimes.com, BBC.CO.UK, TravelChannel.com, Frommers.com, AOL City Guide, CitySearch.com, Travelocity.com, Expedia.co.uk., WorldsBestBars.com, Vegas.com, LasVegas.com, WikiTravel.com, Planet99.com, VirtualTourist.com, LasVegasTripReport.com, Vegas4Visitors.com, GeoCities.com, NewYorkWaste.com, HonoluluAdvertiser.com, TheVegasHustler.com, AEvegas.com, UnitedVacations.com, SpicePlay.com, Trip2Vegas.com, VenusZine.com, PaperMag.com, BikerNet.com, Roots66.com, and MTBJournal.com. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 8:

Set forth Double Down's total revenues, profits, and costs on an annual basis from the first use of the Double Down Marks to the present.

ANSWER TO INTERROGATORY NO. 8:

Double Down objects to this Interrogatory on the grounds that it is overly broad and seeks confidential/proprietary information. Notwithstanding and without waiving said objection, Double Down answers as follows: On the basis of information and writings available to and located by Double Down at this time, Double Down cannot accurately respond to this Interrogatory. As discovery is on-going, Double Down will, however, supplement this answer with such pertinent additional information as it may subsequently discover.

INTERROGATORY NO. 9:

Identify and describe all instances in which a person has either inquired about or confused or mistaken the identity, source, affiliation, connection, sponsorship, or relationship between, on the

one hand, Double Down, Double Down's Services, or the Double Down Marks and, on the other hand, IGT, IGT's Services, or the IGT Marks, and vice versa. For each such instance state:

a) The identity of the person who was confused or mistaken;

b) The date and place that the confusion or mistake occurred;

c) The manner in which Double Down received notice of the confusion or mistake; and

d) The identity of each person who has knowledge of the confusion or mistake.

ANSWER TO INTERROGATORY NO. 9:

Double Down objects to this Interrogatory on the grounds that it is overly broad; Double Down cannot "identify and describe" "all" instances that have occurred over the years. Notwithstanding and without waiving said objection, Double Down answers as follows: Several bartenders at the Double Down LV have been approached numerous times regarding whether there is any affiliation between Double Down's services and the services IGT offers under the DOUBLEDOWN CASINO mark. As discovery is on-going, Double Down will supplement this answer with additional specific information. Further, Double Down reserves the right to supplement its answers to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 10:

Describe in detail the circumstances under which Double Down first learned of IGT and/or the IGT Marks, including but not limited to the identities of all persons involved.

ANSWER TO INTERROGATORY NO. 10:

Double Down objects to this Interrogatory on the grounds that it seeks non-discoverable/irrelevant information; when Double Down "first learned" of IGT is irrelevant. Notwithstanding and without waiving said objection, Double Down answers as follows: Double Down first learned of the Stud Mark in 1992 when it was contacted by D.D. Stud, Inc. regarding its plans to use the Double Down Marks in connection with casino

services. Sometime between 2010 and 2011, Double Down first learned of DOUBLEDOWN CASINO, a Facebook application providing social computer games. Then, in January 2012, Double Down learned that IGT had acquired the DOUBLEDOWN CASINO Facebook application when P Moss read an article in the local newspaper announcing IGT's purchase of Double Down Interactive LLC and its assets. Subsequently, on or about September 2013, Double Down learned of IGT's impending expansion of the DOUBLEDOWN CASINO brand from the social computer game industry into the online gaming industry when it discovered an interview with Double Down Interactive's CEO, Greg Enell, stating that the company "didn't consider real money an option at all, but with IGT, that becomes an option because they're licensed and regulated in all the States in the U.S. And because we have the strength of the relationship on Facebook, we can marry all of that together and, for example, offer real-money online slots in California on Facebook." Likewise, on or about September 2013, Double Down learned of IGT's expansion of the DOUBLEDOWN CASINO brand into the land-based casino industry when it discovered IGT press releases announcing revenue-sharing partnerships with numerous casinos, including, but not including:

(a) the press release announcing IGT's "revenue sharing partnership" with the Casino Del Sol Resort in Tucson, AZ, which would allow casino players to access and use the DOUBLEDOWN CASINO application "right on the Casino Del Sol Resort website," and which purported to be "the first of many planned partners that will feature the DoubleDown Casino app on its casino branded websites";

(b) the press release announcing IGT's first partnership with a Nevada, Las Vegas-based casino, the Hard Rock Hotel & Casino Las Vegas, in which it described its "rapidly growing revenue sharing relationship" as providing "access to the largest social casino site in the world—directly on a casino's proprietary website" and featuring "the full roster of [IT slot games], as well as multi-player poker";

(c) the press release announcing IGT's first revenue-sharing partnership with a Nevada, Reno-based casino and current "IGT Systems and games customer," the Bonzana Casino, in which IGT executive and Vice President of Global Sales, Eric Tom, states that the revenue-sharing partnership, "delivers an innovative solution for [IGT's] casino partners...as they are able to host some of the hottest casino games on the most popular social platform directly from their websites by leveraging IGT's technology"; and

(d) the press release announcing IGT's revenue-sharing partnerships with fifteen additional land-based casino properties, which purported to bring the total partnerships to twenty-four since the revenue-sharing program was introduced, and claimed that "casino properties are lining up to take advantage of the DoubleDown solution which addresses how casino properties can expand their reach into social gaming."

Double Down became aware of the Pending Stud Mark in July 2014 while it was preparing to file a Petition to Cancel the Casino Mark.

As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 11:

Describe any facts that would support a contention that Double Down has any ownership rights in the Double Down Marks, including but not limited to rights in the Double Down Marks for use in connection with on-line computer games or money-operated game machines.

ANSWER TO INTERROGATORY NO. 11:

Double Down objects to this Interrogatory to the extent that the word "supports" improperly requests the mental impressions and/or attorney work product of its counsel. Notwithstanding and without waiving said objection, Double Down answers as follows: Double Down opened the Double Down LV in December 1992. Since that time, Double Down has continuously offered bar and restaurant services under the DOUBLE DOWN SALOON Mark. In February 1993, Double Down secured a restricted gaming license,

which authorized Double Down to offer casino services at Double Down LV, including, but not limited to, video poker, blackjack, keno and slots. Since that time, Double Down has continuously offered casino services and entertainment services under the Double Down Marks. Double Down's services have garnered national media attention and have been featured on The Travel Channel, NBC's The Today Show, Comedy Central, CMT and A&E, and in The New York Times, Playboy, and Esquire, among others.

Double Down owns federal registrations for the DOUBLE DOWN SALOON trademark for "[r]estaurant and tavern services" in International Class 43 and "[e]ntertainment in the nature of casino services and live performances by musicians and musical groups" in International Class 41 (Registration Nos. 3,085,525 and 3754434). Double Down also owns a federal registration for the DOUBLE DOWN trademark for "[b]ar services; [c]ocktail lounge services; [t]avern services" in International Class 43 (Reg. No. 4,613,372). The foregoing registrations are valid and subsisting and constitute prima facie evidence of the validity of the marks and registrations, and of Double Down's ownership of and exclusive right to use these marks in connection with the services set forth in these registrations. In addition, Double Down owns a pending trademark application for the DOUBLE DOWN trademark for "[e]ntertainment in the nature of casino services and live performances by musicians and musical groups" in International Class 41 (Serial No. 86/205,273). The USPTO has refused registration of this mark based on a perceived likelihood of confusion with IGT's Casino Mark.

Double Down does not assert rights in the Double Down Marks for use in connection with money-operated game machines. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 12:

Describe all classes and/or types of customers (for example, age, gender, socioeconomic group) that comprise the existing or intended market for goods or services offered for sale, sold, or intended to be offered for sale or sold under or in connection with the Double Down Marks.

ANSWER TO INTERROGATORY NO. 12:

Double Down's customer base is comprised of adult males and females, at least 21 years of age, ranging in financial status from lower/middle class to upper class. Because Las Vegas, Nevada and New York, New York are travel destinations, Double Down's customers reside through the United States and in foreign countries. During the weekends, the significant majority of customers patronizing Double Down LV are tourists (*i.e.*, reside outside Nevada). As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 13:

Describe all past, present, or future market research or marketing plans concerning the Double Down Marks or any goods or services marketed or proposed to be marketed under those Mark, including plans for sales and/or marketing of any additional goods under those Marks or expansion of sales of existing goods into new markets, or for sale to additional classes of consumers and identify the persons with the most familiarity with such plans.

ANSWER TO INTERROGATORY NO. 13:

Double Down is continuously discussing and considering plans for future expansion of the Double Down brand, including, but not limited to, operating a Double Down Saloon in Japan and England, offering on-line gaming to its customers via its existing website, opening a larger Double Down establishment providing gaming, and opening a Double Down Hotel in downtown Las Vegas. See also documents produced in response to IGT's Requests for Production of Documents. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 14:

Identify each negotiation and resulting agreement, if any agreement resulted, including without limitation, each negotiation for or resulting written assignment, license, authorization, permission, consent, and/or settlement entered into by Double Down regarding the Double Down Marks.

ANSWER TO INTERROGATORY NO. 14:

See documents produced in response to Request for Production Nos. 19, 20, 23, and 24. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 15:

Identify each demand letter, objection, challenge, petition, opposition, allegation of trademark infringement or allegation of unfair competition made by Double Down against any person in connection with the Double Down Marks and state the outcome of each such demand letter, objection, challenge, opposition, allegation of trademark infringement or allegation of unfair competition.

ANSWER TO INTERROGATORY NO. 15:

Double Down objects to this Interrogatory on the grounds that it is unduly burdensome to identify the items listed therein. Notwithstanding and without waiving said objection, Double Down answers as follows: See documents produced in response to Request for Production Nos. 19, 20, 23, and 24. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 16:

Identify all third parties of whom you are aware that are using, have used, have registered, or have applied to register any mark that includes the term DOUBLE DOWN.

ANSWER TO INTERROGATORY NO. 16:

Double Down objects to this Interrogatory to the extent it seeks information regarding third-party uses of DOUBLE DOWN in connection with goods and services that are unrelated to Double Down's Services on the grounds that it seeks nondiscoverable/irrelevant information. Notwithstanding and without waiving said objection, Double Down answers as follows:

See documents produced in response to Request for Production Nos. 19, 20, 23, and 24.

In addition, Double Down recently became aware of the following third-party uses of DOUBLE DOWN, which Double Down is evaluating to determine whether enforcement action is warranted:

- **Double Down Saloon, 1635 Nobles Lane, Pittsburgh, Pennsylvania**
- **Boo's Double Down Saloon, 26th & Indiana Ave., Philadelphia, Pennsylvania**

As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 17:

Set forth in detail all facts, legal conclusions, and legal theories that support each of Double Down's assertions in Section III of its Petition for Cancellation (No. 92059996) regarding its claim that there is a likelihood of confusion between the Double Down Marks and IGT's mark DOUBLEDOWN CASINO.

ANSWER TO INTERROGATORY NO. 17:

Double Down objects to this Interrogatory on the grounds that IGT seeks legal conclusions. Double Down further objects to this Interrogatory to the extent that it requires counsel for Double Down to identify what "supports" a particular allegation or claim because it calls for counsel's mental impressions and/or information protected by the attorney work product privilege. Notwithstanding and without waiving said objections, Double Down answers as follows: See Answers to Interrogatory Nos. 2, 9, 10, 11, 13. As discovery is on-

going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 18:

Set forth in detail all facts, circumstances, legal conclusions and legal theories that support each of Double Down's assertions in Section III of its Notice of Opposition (No. 91218431) regarding its claim that there is a likelihood of confusion between the Double Down Marks and IGT's mark DOUBLE DOWN STUD.

ANSWER TO INTERROGATORY NO. 18:

Double Down objects to this Interrogatory on the grounds that IGT seeks legal conclusions. Double Down further objects to this Interrogatory to the extent that it requires counsel for Double Down to identify what "supports" a particular allegation or claim because it calls for counsel's mental impressions and/or information protected by the attorney work product privilege. Notwithstanding and without waiving said objections, Double Down answers as follows: See Answers to Interrogatory No. 17. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 19:

Set forth in detail all facts, circumstances, legal conclusions and legal theories that support each of Double Down's affirmative defenses asserted in its Answer to IGT's Petition for Cancellation (No. 92060105).

ANSWER TO INTERROGATORY NO. 19:

Double Down objects to this Interrogatory on the grounds that IGT seeks legal conclusions. Double Down further objects to this Interrogatory to the extent that it requires counsel for Double Down to identify what "supports" a particular allegation or claim because it calls for counsel's mental impressions and/or information protected by the attorney work

product privilege. Notwithstanding and without waiving said objections, Double Down answers as follows: See Answers to Interrogatory No. 17. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

INTERROGATORY NO. 20:

Identify each person who provided information in connection with your Responses to any of IGT's Interrogatories, Requests, or other written discovery served by IGT on Double Down in this proceeding, and identify the Interrogatories for which each person provided information.

ANSWER TO INTERROGATORY NO. 20:

P Moss and Chris Andrasfay.

INTERROGATORY NO. 21:

Identify each person having the most knowledge concerning each and every response to these or any other Interrogatories served by IGT on Double Down in this proceeding.

ANSWER TO INTERROGATORY NO. 21:

P Moss and Chris Andrasfay are the persons most knowledge regarding each response provided above, with the exception of Interrogatories Nos. 1 and 22, for which P Moss is the most knowledgeable.

INTERROGATORY NO. 22:

Describe in detail all steps taken by Double Down to receive authorization to provide casino or related services, including any communications with gaming control boards and/or gaming commissions and the substance thereof, and state with specificity the scope of services that Double Down has been authorized to provide.

ANSWER TO INTERROGATORY NO. 22:

Double Down objects to this Interrogatory on the grounds that it seeks non-discoverable/irrelevant information and is unduly burdensome; the "steps taken" are irrelevant to the issues in this dispute. Notwithstanding and without waiving said objections, Double Down answers as follows: Double Down received a restricted gaming license in 1993 from the Nevada Gaming Commission, permitting it to operate up to fifteen video poker machines at the Double Down LV. At that time, P Moss was licensed as a "key employee" and the owner of Double Down LV was Scot Siegel. P Moss later became a part owner of Double Down LV in 1997 and then later sole owner of Double Down LV when Mr. Siegel passed away in 1999. The process for obtaining the restricted gaming license consisted of submitting an application to the Nevada Gaming Control Board, being investigated by the Nevada Gaming Control Board investigators, appearing before the Nevada Gaming Control Board for a hearing on the application (at which time the board members inquired about certain issues, considered the application, and voted on the same), and the Nevada Gaming Commission affirming the granting of the restricted license. As discovery is on-going, Double Down reserves the right to supplement its answer to this interrogatory as required by Fed. R. Civ. P. 33.

Respectfully submitted,

By: /s/ Nikki L. Baker
Nikki L. Baker
Erin E. Lewis
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 City Parkway, Suite 1600
Las Vegas, Nevada 89106-4614
(702) 382-8135

Date: May 19, 2015

Attorneys for Double Down, Inc.

PROOF OF SERVICE

Emily A. Ellis, Esq., an employee of Brownstein Hyatt Farber Schreck, LLP, says that on May 19, 2015, she served a copy of **DOUBLE DOWN, INC.'S ANSWERS TO IGT'S FIRST SET OF INTERROGATORIES** upon Hope Hamilton at the law firm of Holland and Hart via email to the following addresses:

hihamilton@hollandhart.com
ddegnan@hollandhart.com
jguy@hollandhart.com
docket@hollandhart.com
trademarks@igt.com

I declare that the statement above is true to the best of my information, knowledge and belief.

/s/ Emily A. Ellis

VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

CHRIS ANDRASFAY, being first duly sworn deposes and says:

That he is an authorized representative of Double Down, Inc., a Petitioner/Opposer/Registrant in the action herein; he has read the foregoing ANSWERS TO IGT'S FIRST SET OF INTERROGATORIES and knows the contents thereof, and that the same is true of his own knowledge except for those matters therein stated on information and belief, and as to those matters he believes to be true.

C. Andrasfay

CHRIS ANDRASFAY

SUBSCRIBED and SWORN to before me
this 20th day of May, 2015.

Paula M. Kay

Notary Public in and for said County and State

PAULA M. KAY
Notary Public-State of Nevada
APPT. NO. 05-94038-1
My App. Expires January 14, 2017