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

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

OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

Double Down, Inc. ("DDI") respectfully requests that the Board deny IGT's Motion for Summary Judgment ("MSJ").

I. INTRODUCTION

Through its MSJ, IGT asks the Board to prematurely grant it uncommon and exceptional dispositive relief on an affirmative defense that is not even available to it in this proceeding. The Board should not be so inclined. Instead, the factual record and governing law on laches dictate that IGT's MSJ should be denied for three independent reasons. First, IGT cannot show, as a matter of law, that DDI's alleged delay in filing this proceeding was unreasonable. On the contrary, the factual record shows that any alleged delay was reasonable under the circumstances. Second, IGT did not point to any facts in the record (because there are none) that would even tend to support a claim that the prejudice it alleges it suffers as a result of DDI's alleged delay was caused by such delay. And third, even to the extent to which IGT has carried its legal burden on either of the first two categories, which it has not, laches is not

an available affirmative defense in this proceeding because, inevitable confusion exists between DDI's and IGT's marks or at a minimum a factual dispute exists on this issue.

For laches to prevent DDI from cancelling IGT's registration, IGT first must show that there are no facts in dispute such that, as a matter of law, DDI's alleged delay in initiating these proceedings was not reasonable. IGT cannot overcome this hurdle because the facts in the record show that DDI was patient and reasoned in its decision when and whether to initiate these proceedings. Indeed, the record demonstrates (1) that DDI closely considered and evaluated IGT's and its predecessors' advancement of the products and services offered under its DOUBLE DOWN CASINO mark based on those entities' public pronouncements, (2) that DDI acted promptly after it became apparent that IGT's services exceeded those disclosed in the application and encroached upon those offered by DDI under its marks, and (3) that confusion was inevitable. Indeed, IGT does not and cannot argue that DDI's subjective position in that regard was unreasonable. Instead, IGT proffers only "facts" exclusively in its control during the relevant time period (when DDI was contemplating acting) that have no bearing on the inquiry at this stage because they were not known to DDI until after this proceeding began.

To merit the unusual relief IGT requests, IGT must also show, as a matter of law, that it suffered prejudice based on DDI's alleged delay that was caused by that delay. What IGT has attempted to show, is an outlandish expenditure of resources generally. But IGT fails entirely to demonstrate that such outpouring of resources had anything to do with a decision by DDI not to initiate an action sooner. This is not surprising, however, because such a showing is not possible—both because there was no reasonable delay, and because the expenditure by IGT had nothing to do with DDI.

Finally, controlling law mandates that laches is not an available affirmative defense where there is inevitable confusion between two marks. In this case, IGT recognizes that inevitable confusion likely exists by its filing of a separate opposition to a further registration of a DDI mark on the basis of confusion with its mark involved in this proceeding. IGT thus cannot use laches as a shield in this matter when it is, at the same time, arguing confusion between the same basic marks in another proceeding. Furthermore, the facts in this record show, beyond IGT's admission, that actual confusion has and does exist thus supporting the notion that confusion was inevitable. Accordingly, laches has no application to this

dispute, or at a minimum the factual record is insufficiently developed for a determination on summary judgment.

A summary determination of laches is almost never proper. This proceeding, which is at its infant stage, is no exception. The MSJ should be denied.

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 authorizing 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 resources 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.) DDI's significant investment in DDI's Marks over the course of more than two decades, has resulted in the DDI's acquiring 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 The DOUBLE DOWN CASINO Brand

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

DDI first learned of "Double Down Casino,"¹ in 2010 and/or 2011 which, at that time, was a Facebook application providing social computer games. (Moss Decl., ¶ 5.) During that time, the Double Down Casino application and resulting federal trademark registration for DOUBLE DOWN CASINO in Class 41 for "[e]ntertainment services, namely, providing an on-line computer game" ("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."), ¶¶ 2-3, Exh. A, trademark assignment records for the CASINO Mark.) The services listed in the application and registration for the CASINO Mark were and are "entertainment services, namely, providing an on-line computer game." At that time, as far as DDI was aware based on publically available information, the product or services covered by the Double Down Casino application was strictly a social, online computer gaming endeavor which was consistent with the above-described services in the application. The application itself provided no indication that the owners had any connection to the United States regulated gaming industry and publically available information on the social online computer game itself demonstrated that the game was an online "App" users could download and play on mobile devices. (Moss Decl., ¶ 5.) Thus, in 2010-2011, DDI had no information that the CASINO Mark would be or was being used in any manner beyond an online computer game or "App." *Id.*

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

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 a local newspaper announcing IGT's purchase of Double Down Interactive and its assets. (Moss Decl., ¶ 6.) At that time, DDI was aware that IGT was a gaming machine manufacturer. (Moss Decl., ¶ 6.) However, DDI had no

¹ Throughout this Opposition, 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, as 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.)

information or indication that IGT had any plans to use the CASINO Mark in connection with services beyond those disclosed in the application and those historically offered by the predecessor companies. (Moss Decl., ¶ 6.) At this time, in January 2012, DDI had no reason to believe that its rights in DOUBLE DOWN were impinged in any manner or that IGT had designs to move use of the CASINO Mark towards regulated 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

Between January 2012 and approximately September 2013, DDI did not learn any further information about IGT's use of the CASINO mark or business plans by IGT in that regard. (Moss Decl., ¶ 7.) Then, in approximately September 2013, DDI discovered an interview offered by Double Down Interactive's CEO, Greg Enell, stating that the former company (Double Down Interactive) "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." (Moss Decl., ¶ 7.) This was the very first time DDI had any indication that IGT may be moving use of the CASINO Mark (and associated online computer game or "App") into the actual regulated gaming industry. (Moss Decl., ¶ 7.)

That same month, IGT issued numerous press releases that DDI became aware of wherein IGT announced revenue-sharing partnerships with numerous brick and mortar 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(a)-(d).) This was DDI's first knowledge that IGT now apparently would be using the CASINO Mark with regulated and licensed brick and mortar casinos—a move that brought it directly in competition with the DDI Marks. (Moss Decl., ¶ 9.)

C. The Facts In The Record Support DDI's Reasonable Belief That IGT Has and Is Progressively Encroaching On DDI's Rights In DOUBLE DOWN For Casino Services

DDI initiated this cancellation proceeding on September 18, 2014, approximately one year after it first learned that IGT intended to expand its use of the CASINO Mark in partnership with regulated brick-and-mortar casino companies. Discovery obtained so far in this proceeding has only heightened DDI's concerns about IGT's expansion of use of the CASINO Mark. For example, IGT has produced "Affiliate Agreements" with regulated brick and mortar casinos, [REDACTED]



D. IGT's Encroachment Has Caused, And Continues To Cause, Consumer Confusion

IGT's public pronouncements of the expanded use of the CASINO Mark has also resulted in multiple instances of actual confusion with DDI's rights. In fact, recently, a number of consumers have approached DDI and its owner, falsely believing that there is a relationship or affiliation between the parties. (Moss Decl., ¶ 11.) P. Moss, one of DDI's owners, recalls at least fifty (50) separate occasions since the end of 2013 (with most occurring over the past year) where customers and/or friends asked him if he owns "Double Down Casino," the social computer game or "App" and, beyond that, congratulated him on his expansion into the online gaming world. (Moss Decl. at ¶ 11.)

In fact, since 2013, both the general manager and the manager for the Double Down LV Property have been asked by customers on at least thirty to forty separate occasions if DDI owns, operates or has

² Likewise, IGT's discovery responses highlight IGT's intent to further expand use of the CASINO Mark. 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.) In other words, DDI's September 2013 concerns, about IGT's expanded use of the CASINO mark beyond that disclosed in the application have been confirmed in even the little discovery IGT has permitted.



an affiliation with the Double Down Casino. (See Declarations of Chris Andrasfay and Ian Roach, at ¶¶ 4.) Additionally, four different bartenders/doormen at the Double Down LV Property have also been approached by numerous customers regarding whether DDI has any ownership interest in or affiliation with Double Down Casino. (See Declarations of Sean LaBelle, Nate Hanson, Melo Reola, Christy Larson, Derek James Martin, at ¶¶ 4.) For example, since 2013, DDI's employee Sean LaBelle has been asked by customers on "at least 10 to 15 occasions" if DDI "owns, operates or has an affiliation with a social online gaming website called Double Down Casino." (See Declaration of Sean LaBelle, at ¶¶ 4.)

E. IGT's Alleged Undisputed Facts In its MSJ About What Was Actually Occurring Behind Its Closed Door Are Both Irrelevant To DDI's Reasonable Belief Based on Public Information, And Show That The Services Offered Under The DOUBLE DOWN CASINO Brand Changed And Grew Rapidly Beyond The Services Disclosed In the CASINO Mark

As an initial matter, IGT's proffered "undisputed" facts about what its internal, non-public plans or expenditures on the CASINO mark have no bearing on whether DDI perceived, from public information, an encroachment on its rights. Regardless, IGT's MSJ does contain numerous facts that actually support and bolster DDI's prior fears about the expansion of services offered under the CASINO mark and highlight a fact dispute that DDI should not be foreclosed from further pursuing. For example, IGT's MSJ explains the differences between Double Down Casino as currently operated by IGT against the Double Down Casino application created by its predecessor in 2010, which, for example, 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.)

Certainly it is possible that the entirety of this growth is limited to the online social gaming arena, but IGT's public statements regarding growth into other areas (e.g., regulated brick and mortar casinos) combined with IGT's refusal to produce further discovery to date, creates, at a minimum a factual dispute about whether or not that growth and expenditure can be attributed to products or services beyond "online computer games" as disclosed in the application.

Thus, instead of IGT's position that the facts and figures (all internal to IGT) are the reason why the Board should dismiss DDI's cancellation petition, those same facts and figures—combined with IGT's public statements—actually represent the very reason DDI asked the Board for relief in 2014, not in 2010. Of course, IGT's broad assertions, supported only by untested affidavits, do not tell the full story. They do not tell all the details about the use of the CASINO mark, they do not explain where the money was invested, and they do not provide any information on whether the growth is directly tied to IGT's partnerships with land-based regulated 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 likely 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 far beyond that disclosed in the application.

III. ANALYSIS

Summary judgment is never proper when the moving party fails to meet its burden on every element of an affirmative defense. In this case, IGT moves for summary judgment on a single issue—the affirmative defense of laches—which among other elements required that IGT demonstrate that there is no factual dispute about whether DDI's alleged delay was reasonable and whether any alleged prejudice suffered by IGT was caused by DDI's delay. IGT failed on both accords. Instead, the facts in the record support the conclusion that DDI's reasonable determination to initiate this proceeding when it did was rationally based on information available to it regarding IGT's progressive encroachment on its rights. Moreover, IGT did not put forth any facts to support a claim that its alleged prejudice was caused by DDI. Indeed, the few disputed facts in the record show that IGT's expenditures on its CASINO mark had nothing to do with DDI's rights.

Next, it is well settled law that a laches affirmative defense is unavailable to party where confusion between two marks is inevitable. This is the case here. The undisputed facts in the record overwhelmingly support the finding that confusion is inevitable, or at a minimum, the factual record is sufficiently unclear and disputed to prevent a summary determination of laches.

A. Legal Standards

1. Summary Judgment

The party moving for summary judgment bears the burden of demonstrating the absence of any genuine issue of material fact, and that it is entitled to judgement as a matter of law. Federal Rule of Civil Procedure 56(c); see *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). To prevail, the movant must demonstrate that no reasonable fact finder could resolve a factual dispute in favor of the nonmoving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). In deciding a motion for summary judgement, the Board must give the nonmoving party the benefit of all reasonable doubt as to whether genuine issues of material fact exist, and view the evidentiary record on summary judgment, and all inferences to be drawn from the undisputed facts, in a light most favorable to the nonmoving party. See, e.g., *Olde Tyme Foods Inc. v. Roundy's Inc.*, 961 F.2d 200, 22 USPQ2d 1542 (Fed. Cir. 1992). In light of this, the moving party's burden on summary judgment is greater than the evidentiary burden at trial. See TBMP § 528.01.

Furthermore, summary judgment is appropriate only to avoid an unnecessary trial where additional evidence would not reasonably be expected to change the outcome. See *Pure Gold, Inc. v. Syntex (U.S.A.) Inc.*, 730 F.2d 624, 222 USPQ 741 (Fed. Cir. 1984); see also TBMP §528.01. Thus, when deciding whether summary judgment is appropriate, the Board must avoid *resolving* an issue of fact; it may only determine whether a genuine issue of material fact actually exists. See *Meyers v. Brooks Shoe Inc.*, 912 F.2d 1459, 16 USPQ2d 1055 (Fed. Cir. 1990).

2. Summary Judgment On Laches Is Only Warranted In Limited Circumstances

To prevail on summary judgment based on the affirmative defense of laches, the moving party must establish, based on the record as viewed in a light most favorable to the nonmoving party, that there was: (1) "undue or unreasonable delay [by petitioner] in asserting its rights," (2) "prejudice to [respondent] resulting from the delay," **and** (3) absence of inevitable confusion between the parties marks.

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); *Ultra-White Co., Inc. v. Johnson Chemical Industries, Inc.*, 465 F.2d 891, 175 USPQ 166, 167 (CCPA 1972). The two foundational inquiries of laches, namely, undue or

unreasonable delay and prejudice, are questions of fact, and the party raising the defense bears the burden of proof for each element. *SCA Hygiene Prods. Aktiebolag v. First Quality Baby Prods., LLC*, 112 U.S.P.Q.2d 1198, 1202 (Fed. Cir. 2014); *see also Ava Ruha Corp. v. Mother's Nutritional Center, Inc.*, 113 U.S.P.Q.2d 1575 (T.T.A.B. 2015) (citing *Bridgestone*, 245 F.3d at 1362-63). Thus, summary judgment is improper unless the movant establishes that there is no genuine factual dispute or issue as to either element. *Fishing 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 addition to these two elements, the Board has clarified that laches "will not serve as a bar against a petition for cancellation on a likelihood of confusion ground when confusion is inevitable." *Ava Ruha Corp.*, 113 U.S.P.Q.2d 1575, *10. In other words, for laches to even apply, the movant must also establish that there is a reasonable doubt that likelihood of confusion exists. *Ultra-White Co., Inc. v. Johnson Chemical Industries, Inc.*, 465 F.2d 891, 175 USPQ 166, 167 (CCPA 1972); *Turner v. Hops Grill & Bar, Inc.*, 52 UPSQ2d 1310, 1313 (TTAB 1999) (reasoning that any injury to respondent caused by plaintiff's delay is outweighed by the public's interest in preventing confusion).

Finally, the doctrine of laches places a steep evidentiary burden on the party raising the defense. Therefore, "in PTO administrative proceedings, as in court litigation, ***the issue of laches is hardly ever so clear that it can be disposed of on summary judgment.***" 6 McCarthy on Trademarks and Unfair Competition § 31:37 (4th ed.) (citing *Whopper-Burger, Inc. v. Burger King Corp.*, 171 U.S.P.Q. 805 (T.T.A.B. 1971)) (emphasis added). As a result, the Board has declared that "the availability of laches . . . is ***severely limited*** in opposition and cancellation proceedings." TMBP 311.02(b) (emphasis added).

B. Summary Judgment is Improper Because IGT Did not Meet Its Burden To: (1) Show Any Delay By DDI In Initiating This Proceeding Was Unreasonable or (2) Show That Prejudice It Allegedly Suffered By Such Alleged Delay Was Caused By DDI

As the moving party, IGT must meet its burden that there are no factual disputes regarding the unreasonableness of DDI's alleged delay in initiating the proceeding, and that DDI's alleged delay caused IGT prejudice. Not only did IGT fail to meet this burden, but the facts in the record show otherwise—that any delay by DDI was reasonable and that any prejudice suffered by IGT was its own doing.

1. **Any Delay By DDI In Filing This Opposition Was Reasonable**

a. IGT Has Failed To Meet Its Burden Of Showing That DDI's Delay Was Unreasonable

IGT has not met its burden on summary judgment to prove DDI's delay was unreasonable. *SCA Hygiene Prods. Aktiebolag, LLC*, 112 U.S.P.Q.2d at 1202. Specifically, IGT's MSJ fails to address the basic fact that the point of inquiry on reasonable in regard to the doctrine of progressive encroachment was whether DDI's subjective reliance on public statement by Double Down Interactive and IGT was reasonable. IGT does not address this because the undisputed facts show that DDI's reliance on Double Down Interactive and IGT's public statements about offering real-money wagering and entering the casino services was reasonable. IGT, on the other hand, focuses only on the delay alone rather than what was reasonable for DDI to believe as a result of Double Down Interactive and IGT's public statements (MSJ at 7-9). Of course, "[m]ere delay in asserting a trademark-related right does not necessarily result in changed conditions sufficient to support the defense of laches." *Bridgestone*, 245 F.3d 1359.

Moreover, contrary to IGT's assertions, the three years and nine months that passed between the CASINO Mark's registration⁴ and the filing of this cancellation is not unreasonable "as a matter of law" (MSJ at 9). Rather, several courts have held that delays of three to four years or longer are insufficient to support dismissal based upon laches. *Frito-Lay, Inc. v. Bachman Co.*, 3 U.S.P.Q.2d 1472 (S.D.N.Y. 1987) (holding four-year delay not unreasonable); *Roto-Rooter Corp. v. O'Neal*, 513 F.2d 44 (5th Cir. 1975) (finding five-year delay not unreasonable); *Electronic Communications, Inc. v. Electronic Components for Industry Co.*, 308 F. Supp. 267, 163 U.S.P.Q. 461 (E.D. Mo. 1969), aff'd, 443 F.2d 487, 170 U.S.P.Q. 118 (8th Cir. 1971) (finding five-year delay not unreasonable); *San Francisco Ass'n for Blind v. Indus. Aid for Blind, Inc.*, 152 F.2d 532 (8th Cir. 1946) (finding eight-year delay no bar to injunctive relief); *Friend v. H.A. Friend & Co.*, 416 F.2d 526 (9th Cir. 1969) (finding six-year delay not

⁴ As IGT concedes (MSJ at 8), the Board measures any delay in filing these proceedings from the date the CASINO Mark registered—namely, three years and nine months. *Teledyne Techs., Inc., v. Western Skyways, Inc.*, 78 U.S.P.Q.2D 1203 (T.T.A.B. Feb. 2, 2006) (holding that "in the absence of actual knowledge prior to the close of the opposition period, the date of registration is the operative date for calculating laches").

unreasonable); *Menendez v. Holt*, 128 U.S. 514 (1888) (finding thirteen-year delay not a bar to injunctive relief). Indeed, while the length of any alleged delay is one factor in the laches analysis, it is the totality of circumstances and not delay alone that determines whether any delay was unreasonable. See, e.g., *Bridgestone*, 245 F.3d 1359.

b. DDI's Delay, Based On Publicly Available Information, Was Reasonable

In determining whether petitioner's delay was undue or unreasonable, the Board considers whether a respondent has progressively encroached on a 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.

There is no dispute that IGT redirected its public-facing use and marketing of the CASINO Mark such that IGT is more squarely in competition with DDI. When DDI first learned about Double Down Interactive in 2011 or 2012, DDI had no reason to believe the company had any connection with the United States regulated gaming industry, and Double Down Interactive's services were not being marketed in partnership with any land-based casinos. (Moss Decl., ¶ 5.) In fact, the services listed in the application and registration for the CASINO Mark are "entertainment services, namely, providing an on-line computer game." To DDI and the public, at the time IGT purchased Double Down Interactive and for many months thereafter, IGT did not make a material shift in the way it marketed the DOUBLE DOWN CASINO application. (Moss Decl., ¶ 6.) Thus, DDI reasonably believed that the CASINO Mark was strictly limited to use in connection with online computer social gaming as disclosed in the application.

It was not until September 2013—approximately one year before DDI filed this cancellation—that DDI first learned of IGT's "affiliate" program with third-party casinos, under which the partner casinos

market the DOUBLE DOWN CASINO games through their websites and share in revenue with IGT. (Moss Decl., ¶ 8.) One of these casinos is located on the same street as DDI's DOUBLE DOWN-branded casino, just .3 miles away. (Moss Decl., ¶ 8 (b).)

When it suddenly associated itself and the CASINO mark with land-based casinos, IGT made the type of sudden shift in branding—by not only entering DDI's Las Vegas market but also partnering with DDI's competitors and positioning itself to offer real-money casino games, as opposed to social online computer games—that exemplifies progressive encroachment. *Oriental Fin. Grp., Inc. v. Cooperativa de Ahorro y Credito Oriental*, 698 F.3d 9, 22 (1st Cir. 2012) (finding progressive encroachment where defendant "materially altered the reach of both its operations and its allegedly infringing advertising" when it entered plaintiff's market); *Am. Eagle Outfitters, Inc. v. Am. Eagle Furniture, Inc.*, No. 11 C 02242, 2013 WL 6839815, at *11 (N.D. Ill. Dec. 27, 2013) ("This sudden shift from operating a warehouse under a different name to opening three retail stores under the name American Eagle Furniture in malls where AE Outfitters was already operating its own retail stores is a prime example of progressive encroachment."); *see also Newport News Holdings Corp. v. Virtual City Vision, Inc.*, 650 F.3d 423, 438 (4th Cir. 2011) (finding no laches for ACPA claim where case was filed one year after defendant changed website from non-infringing to infringing content).

To be clear, DDI's reasonable apprehension of IGT's progressive encroachment is not and was not tied to the general growth of IGT's business with respect to the CASINO Mark, or natural growth in response to shifting technology. Rather, it is based upon IGT's change in use and marketing of the CASINO Mark beyond the disclosure in the application such that IGT is redirecting its marketing efforts and expanding its services into the brick-and-mortar casino space—a space in which DDI owns exclusive rights. That is, it is IGT's partnerships with land-based casinos, which may allow it to offer real-money casino betting games as opposed to strictly social media games, and not the mere fact that IGT now uses particular platforms or media, that evidence progressive encroachment here.⁵

⁵ IGT's explosive growth of the CASINO mark does have bearing on this inquiry. Because when that fact is combined with the public statements above and IGT's refusal to provide more discovery on this issue, the circumstances are such that a finding that there is an irreconcilable factual dispute about whether the explosive growth is a result of expanded use which prevents an entry of summary judgment is the only proper one.

Importantly, DDI reasonably relied on the information that Double Down Interactive and IGT made public about IGT's acquisition of Double Down Interactive and partnerships with land-based casinos in considering and weighing its options to protect its trademark rights. The totality of these statements demonstrated IGT's intent to expand the scope of its services for the CASINO Mark to casino and related services beyond the scope of the registration and posed a new threat to DDI. The services identified in the CASINO Mark's registration are "entertainment services, namely, providing an on-line computer game[.]" However, according to the information Double Down Interactive and IGT publicly disseminated, which is all DDI could have reasonably relied on prior to filing this cancellation, IGT was expanding its business under the CASINO Mark beyond on-line computer games into the realm of real-money casino services and regulated brick and mortar casinos, which are entirely different arenas of services. Particularly alarming to DDI was the public statement by Double Down Interactive's CEO Greg Enell, who stated 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

(Moss Decl., ¶ 7) (emphasis added). This statement and the others by IGT announcing casino partnerships demonstrated to DDI that Double Down Interactive and IGT had decided to enter the DOUBLE DOWN CASINO brand into the real-money wagering space, where DDI owns long-standing exclusive rights in DOUBLE DOWN. (Moss Decl., ¶ 9.) DDI relied on both Double Down Interactive and IGT's public statements in its infringement assessment.⁶ (Moss Decl., ¶ 9.)

As Double Down Interactive acknowledges, online casino gambling involves real money, and requires state-by-state licensing. The same is not true for the services registered and originally offered by Double Down Interactive under the CASINO Mark, which were merely online computer games. This is precisely why IGT's ties to brick-and-mortar casinos were so alarming to DDI when first discovered in September, 2013. Suddenly, IGT went from a purely online business entity offering play-for-fun games

⁶ Indeed, the purpose of DDI's motion for additional discovery was to show that IGT's "facts" about the expansion of its services belied the very information IGT had placed in the public domain—and this information changed DDI's perception of IGT's use of the CASINO Mark such that DDI was then obligated to file this cancellation and enforce its rights.

and "Apps," to a casino-backed entity who could offer real-money gaming services. Then, when DDI received the office action on its pending DOUBLE DOWN application stating that the services were overlapping, DDI had no choice but to protect its rights in casino services and file this cancellation.

In that regard, while IGT makes much of the fact that the CASINO Mark's registration is blocking DDI's pending application (*e.g.*, MSJ at 2), IGT misconstrues its significance. DDI did not suddenly become concerned over IGT's use of the CASINO Mark and decide to file its cancellation when it received the office action. (Moss Decl., ¶ 10.) Rather, at the time of the refusal, DDI was aware of IGT's recent casino affiliate program and was already seriously concerned about IGT's encroachment on its rights. (Moss Decl., ¶ 10.) For DDI, the refusal was confirmation by an expert in trademark law that consumers could be or are likely to be confused by DDI and IGT's concurrent use of a DOUBLE DOWN-formative mark, which encouraged DDI to seek a remedy for IGT's encroachment. (Moss Decl., ¶ 10.)

In any event, at the very least, questions of fact remain as to whether IGT has progressively encroached on DDI's rights. *Profitness Physical Therapy Center v. Pro-Fit Orthopedic and Sports Physical Therapy, P.C.*, 314 F.3d 62, 69-70 (2nd Cir. 2002) (reversing summary judgment on laches where plaintiff asserted progressive encroachment, finding district court "must compare the likelihood of confusion" from pre-encroachment activity and post-encroachment activity); *Univ. Healthsystem Consortium v. UnitedHealth Group*, 68 F. Supp. 3d 917, 928-29 (N.D. Ill. 2014) (finding issues of fact as to progressive encroachment precluded summary judgment on laches defense, where, among other things, defendant had recently increased spending and plaintiff brought suit in the wake of increased confusion); *Pandora Jewelers 1996, Inc. v. Pandora Jewelry, LLC*, 2011 WL 2174012, *5-6 (S.D. Fla. 2011) (finding, where defendant alleged its growth constituted "normal growth," that issues of fact remained on progressive encroachment, where the geographic scope of defendant's use was in dispute).

While, facts regarding DDI's subjective reliance on IGT's public pronouncement are already in the record and support a finding of progressive encroachment, other issues of fact remain in dispute. For example, DDI should be entitled to learn:

- how far IGT's use of the CASINO Mark extends to services beyond the registration;
- the point at which DDI could demonstrate likelihood of confusion in its market;

- what changes in IGT's advertising occurred after it partnered with its casino affiliates; and
- the extent to which IGT's advertising with the casino affiliates is reaching DDI's customers in Las Vegas and beyond, and resulting in confusion.

Thus, in the event that the Board decides that the evidence to date does not conclusively prove IGT's progressive encroachment, the Board still cannot grant dispositive relief before DDI be allowed the opportunity to further explore at least these issues.

2. IGT Has Not Shown That It Suffered Prejudice Specifically Caused By Any Alleged Delay By DDI, Precluding Summary Judgment

Finally, IGT fails to carry its burden to demonstrate that, as a matter of law, it was prejudiced by any alleged delay by DDI. *Bridgestone*, 245 F.3d at 1462-63. A change in position on the part of the defendant which cannot be attributed specifically to the plaintiff's delay will not justify the invocation of the laches defenses, even if the defendant succeeded in building goodwill in an infringing mark. 4 Callmann on Unfair Comp., Tr. & Mono. § 23:27 (4th Ed.) (citing cases). In other words, the defendant must show that the alleged delay by plaintiff caused the defendant to take the actions it now claims result in prejudice. See, e.g., *Blue Cross & Blue Shield Ass'n v. Am. Express Co.*, 467 F.3d 634, 641, 80 U.S.P.Q.2d 1681 (7th Cir. 2006) (evidence did not establish that defendant devoted resources to promoting mark specifically because of plaintiff's delay); *Plasticolor Molded Products v. Ford Motor Co.*, 698 F. Supp. 199, 7 U.S.P.Q.2d 1885, 1889 (C.D. Cal. 1988) (defendant's business grew generally, and would likely have expanded its capacity in any event; no evidence that it took any specific steps that it would not have otherwise taken); *AmBrit, Inc. v. Kraft, Inc.*, 812 F.2d 1531, 1 U.S.P.Q.2d 1161, 1174 (11th Cir. 1986) (defendant would have spent the money even without plaintiff's delay).

Likewise, a party may not demonstrate prejudice simply by asserting that it spent money promoting its infringing name. *Internet Specialties W., Inc. v. Milon-DiGiorgio Enterprises, Inc.*, 559 F.3d 985, 991 (9th Cir. 2009). "If this prejudice could consist merely of expenditures in promoting the infringed name, then relief would have to be denied in practically every case of delay." *Tisch Hotels, Inc. v. Americana Inn, Inc.*, 350 F.2d 609, 615 (7th Cir. 1965). Instead, laches protects an infringer whose "efforts have been aimed at 'build[ing] a valuable business around its trademark'" and "an important reliance on the publicity of [its] mark." *Internet Specialties W., Inc.*, 559 F.3d at 991 (citing 6 McCarthy on Trademarks and Unfair Competition § 31:12).

Here, IGT argues that it was prejudiced because it invested in and grew its business, but fails entirely to show a casual link. IGT does not, for example, identify how any of its actions regarding business growth or expenditures were specifically made in reliance on or caused by any acquiescence by DDI to its use of the CASINO mark, instead providing only evidence of expenditures in general. Nor does IGT assert that its expenditures were not mere promotions of its mark, but rather were the result of building a business around that mark. For example, IGT asserts that it has "spent over \$60 million to develop the [CASINO Mark] and the corresponding social gaming services provided under that Mark." MSJ, Seigrest Dec. ¶ 11. Again, IGT does not contend that IGT spent that money in reliance on the fact that DDI did not contest IGT's rights in the CASINO Mark. Indeed, the phrase is cleverly drafted to conceal what, if anything, of that amount actually was spent on the CASINO Mark, versus expanding the business generally. The only facts in the record are IGT's self-serving and conclusory assertions, which are insufficient to show undue prejudice as a result of DDI's alleged delay in bringing suit as a matter of law. This failure by itself is sufficient to defeat IGT's laches defense at summary judgment. See, e.g., *Roederer v. J. Garcia Carrion, S.A.*, 569 F.3d 855, 861 (8th Cir. 2009) (no prejudice as required for laches because "[t]here is no evidence, other than the appellees' self-serving assertions, that [the mark] was so important to [defendant] that it would have not made investments in the [business] had [plaintiff] objected earlier"); *Univ. of Pittsburgh v. Champion Prods., Inc.*, 686 F.2d 1040, 1048–49 (3d Cir. 1982) (laches defense held unavailable where the defendant's investment was in an entire industry, not the plaintiff's particular mark).

C. Laches is Not An Available Affirmative Defense To IGT Because The Facts Support A Finding That Confusion Resulting From IGT's Use Of The CASINO Mark Is Inevitable

Finally, even if IGT could demonstrate that laches applies as a matter of law, which it cannot, laches nonetheless does not defeat DDI's claims because the record demonstrates that inevitable confusion exists. Critically, "laches will not prevent cancellation where the marks and goods or services of the parties are substantially similar and it is determined that confusion is inevitable." *Turner v. Hops Grill & Bar Inc.*, 52 U.S.P.Q.2d 1310, *3 (T.T.A.B. 1990). "This is so because any injury to respondent caused by petitioner's delay is outweighed by the public's interest in preventing confusion in the marketplace. Consequently, if there is an inevitability of confusion, laches is not applicable and thus does

not bar the claim." *Id.*; see also *SunAmerica Corp. v. Sun Life Assurance Co. of Can.*, 77 F.3d 1325, 38 U.S.P.Q.2d 1065 (11th Cir. 1996) ("Someone must suffer the remedy, and the law demands it not be the public."). Because protection of the public from confusion is the dominant consideration, the Board should determine whether inevitable confusion trumps the affirmative defense of laches even in cases where neither party raises the issue. See *Ava Ruha Corp.*, 113 U.S.P.Q.2d 1575 (raising the issue of inevitable confusion *sua sponte*).

1. The Facts In The Record Support A Finding of Inevitable Confusion

IGT moved for summary judgment only with respect to DDI's cancellation petition, conveniently reserving all rights in its own cancellation petition. (MSJ at p.1, n.1). In excluding this piece of the consolidated proceedings, IGT would have the Board ignore the fact that IGT argues that there is a likelihood of confusion when it filed a Petition for Cancellation of DDI's registration for DOUBLE DOWN SALOON (Reg. No. 3,754,434) ("IGT's Petition"), alleging that the parties' marks are confusingly similar. Specifically, IGT alleges that DDI's mark "so closely resembles" IGT's CASINO Mark "as to be likely, when used in connection with the casino services set forth in [DDI's] Respondent's Registration, to cause confusion, or to cause mistake, or to deceive under Section 2(d) of the Lanham Act, 15 U.S.C. § 1052(d), such that continued registration of Respondent's Mark for casino services in Respondent's Registration is resulting in damage to Petitioner." (IGT Petition, at ¶ 15). Having already alleged in these consolidated proceeding that the parties' marks are confusingly similar, IGT should be precluded from taking a contrary position for the sole purpose of persuading this Board to grant its MSJ.

Furthermore, the record is now replete with evidence showing that a significant number of instances of consumer confusion have already occurred in the marketplace. At least seven employees working at the Double Down Las Vegas Property have been asked numerous times each whether DDI owns, operates or is affiliated with the Double Down Casino games. (See Declarations of Chris Andrasfay, Ian Roach, Sean LaBelle, Nate Hanson, Melo Reola, Christy Larson, and Derek James Martin, at ¶ 4). These employees and DDI owner P Moss have been approached by at least 148 customers who were confused as to an affiliation between the Double Down LV Property and Double Down Casino. (*Id.*; Moss Decl., ¶ 11). In fact, consumers are confused to such a great extent that they

have even congratulated one of DDI's owners on its new endeavor, mistakenly believing that DDI owns the Double Down Casino games. (Moss Decl., ¶ 11.) Under these circumstances, the factual record demonstrates that confusion is not only inevitable—it is a current reality. Accordingly, laches is unavailable as a defense to IGT as a matter of law.

2. A Determination On Inevitable Confusion Is A Fact-Intensive Inquiry That Is Not Easily Susceptible To Summary Disposition

Even if the Board determines that the facts put forth by DDI do not support a finding of inevitable confusion at this time, at a minimum, genuine issues of material fact exist regarding whether there is inevitable confusion between the parties' marks. In fact, should the Board wish to fully analyze the issue, to decide the issue of inevitable confusion at this stage, the Board must undertake a likelihood of confusion analysis, considering all relevant factors set forth by the Board in *In re E. I. du Pont de Nemours & Co.*, 476 F.2d 1357, 177 U.S.P.Q. 563 (C.C.P.A. 1973). See *Turner*, 52 U.S.P.Q.2d 1310, *3 (“[T]o determine whether confusion is inevitable, we must use the multifactor analysis required by [du Pont].”); 6 McCarthy on Trademarks and Unfair Competition § 31:10 (4th ed.) (“[I]t seems clear that there is a direct relationship between the strength of plaintiff's infringement case and the elements of estoppel by laches. A court will tolerate delay if plaintiff proves a strong case that customers are likely to be confused.”). Because the likelihood of confusion analysis is highly fact-intensive, the issue is not readily susceptible to disposition on summary judgment, particularly where—as in this case—discovery has not yet closed. See *Franz Volkl Ohg v. Volkl & Co. Kg*, 173 U.S.P.Q. 765, *5 (T.T.A.B. 1972) (cautioning that the issue of likelihood of confusion “is not one usually susceptible to disposal by way of the summary judgment route”).

Significantly, as noted above, the argument by IGT that confusion is not inevitable and a summary determination as such can be made now is at odds with IGT's own assertions—in this consolidated case—that a likelihood of confusion exists as to the parties' DOUBLE DOWN marks. In its petition for cancellation of DDI's mark, IGT alleges that DDI's mark “is confusingly similar to [IGT's]... DOUBLE DOWN Marks when used in connection with casino services.” (IGT Petition, at ¶ 11). Yet, now, when this position no longer suites IGT, it reverses its position, alleging that there are no facts in the record *at all* that are disputed such that as a matter of law, the Board can dismiss any claim of inevitable

confusion. At the very least, these inconsistent positions militate in favor of the Board denying the MSJ and allow the parties to develop a complete record on the issue.

At the time IGT filed its MSJ, the parties were in the meet and confer process, after IGT responded to DDI's written discovery primarily with objections. (Bielinski Decl. ¶ 10.) In fact, IGT only disclosed the universe of affiliate agreements after DDI filed its motion for additional discovery highlighting the deficiencies in IGT's discovery responses—in other words, only when disclosure suited IGT's need in opposing DDI's motion. (Bielinski Decl. ¶ 11.)

Under these circumstances, where IGT is simultaneously taking inconsistent positions, the parties are far from completing discovery, and where the discovery that has occurred is under dispute, a determination on inevitable confusion should wait until all the evidence is in the record. *Ava Ruha Corp.*, 113 U.S.P.Q.2d 1575, *11 (declining to decide the issue of inevitable confusion on summary judgment, explaining that "Respondent moved for summary judgment on its laches defense prior to trial" and that a determination of whether inevitable confusion trumped Respondent's laches defense "should wait until all the evidence on confusion was put in").

IV. CONCLUSION

For the foregoing reasons, IGT's MSJ should be denied.

Respectfully submitted,

By: /Laura Bielinski/
Laura Bielinski
Nikki L. Baker
Erin E. Lewis
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 City Parkway, Suite 1600
Las Vegas, Nevada 89106-4614
(702) 382-2101

Date: March 30, 2016

Attorneys for Double Down, Inc.

PROOF OF SERVICE

Julie Obermeyer, an employee of Brownstein Hyatt Farber Schreck, LLP, says that on March 30, 2016, she served a copy of **OPPOSITION TO MOTION FOR SUMMARY JUDGMENT** upon Hope Hamilton at the law firm of Holland and Hart via email to the following addresses:

hihamilton@hollandhart.com
ddegan@hollandhart.com
iguy@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/ Julie Obermeyer

EXHIBIT A

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

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

**DECLARATION OF CHRIS ANDRASFAY IN SUPPORT OF OPPOSITION TO MOTION FOR
SUMMARY JUDGMENT**

I, **CHRIS ANDRASFAY**, hereby declare as follows:

1. I am an employee 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 employee of **DDI**.

2. I have worked as a bartender and general manager at **DDI's Double Down Saloon**, located at 4640 Paradise Road, Las Vegas, Nevada 89169 ("**Double Down**"), since December 12, 2002.

3. In my capacity as a bartender and general manager I regularly interact with **Double Down's** customers.

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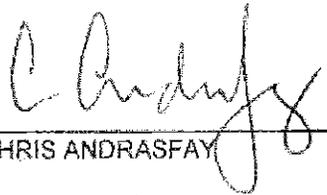
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4. Since 2013, I have been asked, queried, or questioned by customers of Double Down on at least 30 or 40 occasions if Double Down owns, operates or has an affiliation with a social online gaming website called Double Down Casino.

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

Executed on March 28, 2016, in Las Vegas, Nevada.


CHRIS ANDRASFAY

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 IAN ROACH IN SUPPORT OF OPPOSITION TO MOTION FOR SUMMARY

JUDGMENT

I, IAN ROACH, hereby declare as follows:

1. I am an employee 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 employee of DDI.

2. I have worked as a bartender and manager at DDI's Double Down Saloon, located at 4640 Paradise Road, Las Vegas, Nevada 89169 ("Double Down"), since April 15, 1997.

3. In my capacity as a bartender and manager I regularly interact with Double Down's customers.

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4. Since 2013, I have been asked, queried, or questioned by customers of Double Down on at least 30 occasions if Double Down owns, operates or has an affiliation with a social online gaming website called Double Down Casino.

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

Executed on March 28, 2016, in Las Vegas, Nevada.



IAN ROACH

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

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

DECLARATION OF SEAN LaBELLE IN SUPPORT OF OPPOSITION TO MOTION FOR SUMMARY

JUDGMENT

I, **SEAN LaBELLE**, hereby declare as follows:

1. I am an employee 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 employee of DDI.

2. I have worked as a bartender and doorman at DDI's Double Down Saloon, located at 4640 Paradise Road, Las Vegas, Nevada 89169 ("Double Down"), since July 1, 2009.

3. In my capacity as a bartender and doorman I regularly interact with Double Down's customers.

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4. Since 2013, I have been asked, queried, or questioned by customers of Double Down on at least 10 or 15 occasions if Double Down owns, operates or has an affiliation with a social online gaming website called Double Down Casino.

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

Executed on March 28, 2016, in Las Vegas, Nevada.



SEAN LaBELLE

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

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

DECLARATION OF NATE HANSON IN SUPPORT OF OPPOSITION TO MOTION FOR SUMMARY

JUDGMENT

I, **NATE HANSON**, hereby declare as follows:

1. I am an employee 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 employee of **DDI**.

2. I have worked as a bartender and doorman at **DDI**'s Double Down Saloon, located at 4640 Paradise Road, Las Vegas, Nevada 89169 ("**Double Down**"), since January 2, 2012.

3. In my capacity as a bartender and doorman I regularly interact with Double Down's customers.

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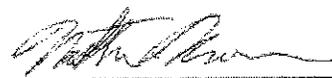
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4. Since 2013, I have been asked, queried, or questioned by customers of Double Down on at least 10 occasions if Double Down owns, operates or has an affiliation with a social online gaming website called Double Down Casino.

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

Executed on March 28, 2016, in Las Vegas, Nevada.



NATE HANSON

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

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

DECLARATION OF MELO REOLA IN SUPPORT OF OPPOSITION TO MOTION FOR SUMMARY

JUDGMENT

I, **MELO REOLA**, hereby declare as follows:

1. I am an employee 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 employee of **DDI**.

2. I have worked as a bartender at **DDI**'s Double Down Saloon, located at 4640 Paradise Road, Las Vegas, Nevada 89169 ("**Double Down**"), since July 1, 1995.

3. In my capacity as a bartender I regularly interact with Double Down's customers.

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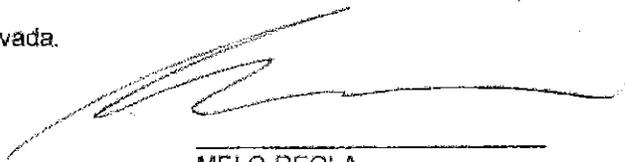
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4. Since 2013, I have been asked, queried, or questioned by customers of Double Down on at least 10 occasions if Double Down owns, operates or has an affiliation with a social online gaming website called Double Down Casino.

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

Executed on March 28, 2016, in Las Vegas, Nevada.



MELO REOLA

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

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

DECLARATION OF CHRISTY LARSON IN SUPPORT OF OPPOSITION TO MOTION FOR SUMMARY

JUDGMENT

I, **CHRISTY LARSON**, hereby declare as follows:

1. I am an employee 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 employee of **DDI**.
2. I have worked as a bartender at **DDI's Double Down Saloon**, located at 4640 Paradise Road, Las Vegas, Nevada 89169 ("**Double Down**"), since May 22, 2013.
3. In my capacity as a bartender I regularly interact with Double Down's customers.

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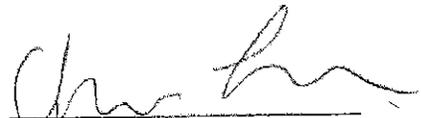
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4. Since 2013, I have been asked, queried, or questioned by customers of Double Down on at least 5 or 6 occasions if Double Down owns, operates or has an affiliation with a social online gaming website called Double Down Casino.

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

Executed on March 28, 2016, in Las Vegas, Nevada.



CHRISTY LARSON

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

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

**DECLARATION OF DEREK JAMES MARTIN IN SUPPORT OF OPPOSITION TO MOTION FOR
SUMMARY JUDGMENT**

I, **DEREK JAMES MARTIN**, hereby declare as follows:

1. I am an employee 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 employee of DDI.

2. I have worked as a bartender and doorman at DDI's Double Down Saloon, located at 4640 Paradise Road, Las Vegas, Nevada 89169 ("**Double Down**"), since July 26, 2013.

3. In my capacity as a bartender and doorman I regularly interact with Double Down's customers.

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4. Since 2013, I have been asked, queried, or questioned by customers of Double Down on at least 3 or 4 occasions if Double Down owns, operates or has an affiliation with a social online gaming website called Double Down Casino.

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

Executed on March 28, 2016, in Las Vegas, Nevada.



DEREK JAMES MARTIN

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 OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT

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 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.doubledownsaloons.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 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.

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. I am informed and believe, and thereon allege, that 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"). 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 apparent connection to the United States regulated gaming industry and application was not being marketed in partnership with any land-based casinos.

6. Then, in January 2012, DDI learned that IGT had acquired Double Down Interactive and the Double Down Casino 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. Further, IGT did not make a material shift in the way it

marketed the CASINO Mark. Consequently, DDI had no information or indication that IGT had any plans to use the CASINO Mark in connection services beyond those disclosed in the application and those historically offered by the predecessor companies. At this time, in January 2012, DDI had no reason to believe that its rights in DOUBLE DOWN were impinged in any manner or that IGT had designs to move use of the CASINO Mark towards regulated casino services or brick-and-mortar casinos.

7. Between January 2012 and approximately September 2013, DDI did not learn any further information about IGT's use of the CASINO mark or business plans by IGT in that regard. 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 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. This statement was particularly alarming to DDI, and demonstrated to DDI Double Down Interactive and IGT's intent to enter the real-money wagering space, where DDI owns exclusive rights for casino services. This was the very first time DDI had any indication that IGT may be moving use of the CASINO Mark (and associated online computer game or "App") into the actual regulated gaming industry.

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 (located .3 miles away from the Double Down LV Property) 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."

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

9. This was DDI's first knowledge that IGT now apparently would be using the CASINO Mark with regulated and licensed brick and mortar casinos—a move that brought it directly in competition with the DDI Marks. 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. Double Down Interactive and IGT's public statements demonstrated to DDI that Double Down Interactive and IGT had decided to enter the DOUBLE DOWN CASINO brand into the real-money wagering space, where DDI owns long-standing exclusive rights in DOUBLE DOWN, and DDI relied on both Double Down Interactive and IGT's public statements in its infringement assessment.

10. With regard to this action, DDI did not suddenly become concerned over IGT's use of the CASINO Mark and decide to file its cancellation when it received the office action. Rather, at the time of the refusal, DDI was aware of IGT's casino affiliate program and was already seriously concerned about IGT's encroachment on its rights. For DDI, the refusal was confirmation by an expert in trademark law that consumers are likely to be confused by DDI and IGT's concurrent use of a DOUBLE DOWN-formative mark, which encouraged DDI to seek a remedy for IGT's encroachment.

11. On at least fifty (50) different occasions, customers and/or friends have inquired, in person, via email, or at the Double Down LV Property, regarding whether I own the "Double Down Casino", and have congratulated me on the expansion.

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

Executed on March 30, 2015, in Las Vegas, Nevada.



P. MOSS

EXHIBIT A



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!](#) ([http://www.geekwire.com/2012/real-gambling-facebook-double-clear/#disqus_thread](#))

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Tweet 25 (<https://twitter.com/intent/tweet?url=http%3A%2F%2Fwww.geekwire.com%2F2012%2Freal-gambling-facebook-double-clear%2F&via=GeekW>)

Share 7 ([http://www.linkedin.com/shareArticle?mini=true&url=http%3A%2F%2Fwww.geekwire.com%2F2012%2Freal-gambling-facebook-double-clear%](http://www.linkedin.com/shareArticle?mini=true&url=http%3A%2F%2Fwww.geekwire.com%2F2012%2Freal-gambling-facebook-double-clear%2F))

Reddit (<http://www.reddit.com/submit?url=http%3A%2F%2Fwww.geekwire.com%2F2012%2Freal-gambling-facebook-double-clear%2F>)

Pin (<http://www.pinterest.com/pin/create/button/?url=http%3A%2F%2Fwww.geekwire.com%2F2012%2Freal-gambling-facebook-double-clear%2F&media=h>)

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>)

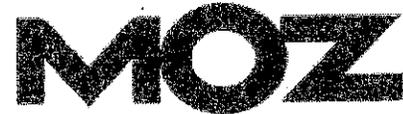
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(<http://www.geekwire.com/author/todd/>)

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>).

8 Comments (http://www.geekwire.com/2012/real-gambling-facebook-double-clear/#disqus_thread)

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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/>)



Tech Moves: Ex-Zynga GM Jim Veevaert joins DoubleDown as co-founders leave; Jon Gelsey joins EBIL Auth0; and more
(<http://www.geekwire.com/2014/double-downs-acquires-big-fish/>)

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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](https://twitter.com/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](https://twitter.com/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](https://twitter.com/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

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

DECLARATION OF LAURA BIELINSKI, ESQ., IN SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT

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. I am informed and believe that during 2010 and 2011, 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**").

3. 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.

4. 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, alleging that DDI's request for cancellation is barred by the doctrine of laches.

5. 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").

6. 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 B. A true and correct copy of IGT's Responses to Double Down, Inc.'s First Set of Document Requests is attached hereto as Exhibit C.

7. In response to the Requests, IGT produced information related to certain "affiliate agreements" with brick-and-mortar casinos [REDACTED]

[REDACTED]

[REDACTED] A true and correct copy of the list of IGT affiliates produced by IGT is attached hereto as Exhibit D. True and correct copies of some of IGT's "affiliate agreements" produced by IGT are attached hereto as Exhibit E.

8. While the information IGT has provided through discovery is limited, the "affiliate agreements" indicate that IGT is positioning itself to offer real-money online gaming services. [REDACTED]

[REDACTED]

9. [REDACTED]

10. At the time IGT filed its MSJ, the parties were in the meet and confer process, after IGT responded to DDI's written discovery primarily with objections.

11. In fact, IGT only disclosed the universe of affiliate agreements after DDI filed its motion for additional discovery highlighting the deficiencies in IGT's discovery responses.

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

Executed on March 30, 2016, in Los Angeles, 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

900204380

TRADEMARK
 REEL: 004639 FRAME: 0960

| | |
|-------------------|---------------------------|
| 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: | /s/mm/ |
| 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 | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Gregory Enell</td> <td></td> <td>10/01/2010</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> <tr> <td>Cooper Dubois</td> <td></td> <td>10/01/2010</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> <tr> <td>Scott Wilburn</td> <td></td> <td>10/01/2010</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> <tr> <td>Ron Erickson</td> <td></td> <td>10/01/2010</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> </tbody> </table> | | 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 |
| 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 | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Double Down Interactive LLC</td> </tr> <tr> <td>Street Address:</td> <td>1101 N. Northlake Way</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 200</td> </tr> <tr> <td>City:</td> <td>Seattle</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>98103</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: WASHINGTON</td> </tr> </table> | | 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 | | | | | | |
| 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 | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:15%;">Number</th> <th style="width:65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77967593</td> <td>DOUBLEDOWN CASINO</td> </tr> </tbody> </table> | | Property Type | Number | Word Mark | Serial Number: | 77967593 | DOUBLEDOWN CASINO | | | | | | | | | | | | | | |
| Property Type | Number | Word Mark | | | | | | | | | | | | | | | | | | | |
| Serial Number: | 77967593 | DOUBLEDOWN CASINO | | | | | | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | | | | | | | |
| <p>Fax Number: (206)299-0477 Phone: 2066173040 Email: sean@focallaw.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Sean M. McChesney Address Line 1: 800 Fifth Avenue Address Line 2: Suite 4100 Address Line 4: Seattle, WASHINGTON 98104</p> | | | | | | | | | | | | | | | | | | | | | |
| NAME OF SUBMITTER: | Sean M. McChesney | | | | | | | | | | | | | | | | | | | | |

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900204381

TRADEMARK
 REEL: 004639 FRAME: 0965

| | |
|---|------------|
| Signature: | /smm/ |
| Date: | 10/11/2011 |
| Total Attachments: 3 source=DOUBLEDOWN CASINO Assignment - 4 Individuals to DoubleDown LLC#page1.tif source=DOUBLEDOWN CASINO Assignment - 4 Individuals to DoubleDown LLC#page2.tif source=DOUBLEDOWN CASINO Assignment - 4 Individuals to DoubleDown LLC#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 Greg Enell, Cooper Dubois, Scott Wilburn and Ron Erickson (each an "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 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 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 | | |
| ATTORNEY DOCKET NUMBER: | DOUBLEDOWN ASSIGNMENT | | |
| NAME OF SUBMITTER: | David L. Berdan | | |
| SIGNATURE: | /David L. Berdan/ | | |
| DATE SIGNED: | 08/19/2014 | | |
| Total Attachments: 2 | | | |
| source=DoubleDownAssignment#page1.tif | | | |
| source=DoubleDownAssignment#page2.tif | | | |

CH \$40.00 3885409

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**

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

**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/
Donald A. Degnan
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: _____

Its: _____


Joe A. Sigrist
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: Jim Coleman

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

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) |

**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,

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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:

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/s/ Barbara Adams

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EXHIBIT D

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EXHIBIT E
(PART 1)

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("Agreement")**

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**DoubleDown Casino
AFFILIATE AGREEMENT
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**DOUBLE DOWN
INTERACTIVE**

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INTERACTIVE

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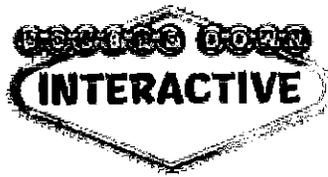
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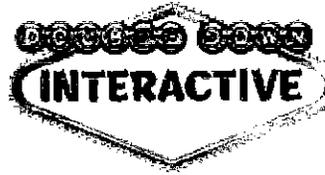
DoubleDown Casino
DISTRIBUTION AGREEMENT
("Agreement")

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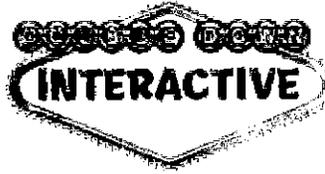
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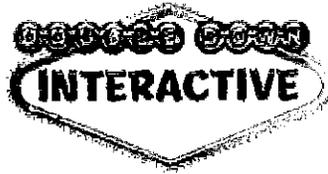
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**DoubleDown Casino
AFFILIATE AGREEMENT
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**DoubleDown Casino
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