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10 Attorneys for Plaintiff,
11 GAME-TEC LABS, INC.

12 UNITED STATES DISTRICT COURT
13 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

14 BRUNN CONSULTING GROUP, INC., a
15 California corporation, d/b/a GAME-TEC
16 LABS, INC.,

17 Plaintiff,

18 v.

19 JOHN FEOLA, an individual, and NEW
20 VISION GAMING, INC., a Massachusetts
21 corporation,

22 Defendants.

FILED
2009 SEP 18 PM 3:09
CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY KAV DEPUTY

09 CV 2046 BEN RBB

Civil Case No.

PLAINTIFF'S ORIGINAL COMPLAINT
& REQUEST FOR DECLARATORY
JUDGMENT OF: BY FAX

- (1) PATENT INVALIDITY;
- (2) PATENT NON-INFRINGEMENT;
- (3) UNENFORCEABILITY;
- (4) BREACH OF CONTRACT;
- (5) UNFAIR COMPETITION; AND
- (6) INTENTIONAL INTERFERENCE
WITH A PROSPECTIVE
ADVANTAGE

DEMAND FOR JURY TRIAL

23 COMES NOW Plaintiff Brunn Consulting Group, Inc., d/b/a Game-Tec Labs, Inc., by and
24 through its undersigned counsel, and alleges for its Complaint against Defendants John Feola and New
25 Vision Gaming, Inc. as follows:

26 NATURE OF THE ACTION

27 This is an action for declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202 that United
28 States Patent No. 7,451,987 ("the '987 patent") is (a) invalid for failure to comply with the patent laws of

1 the United States, (b) unenforceable as against Game-Tec for inequitable conduct, and (c) not infringed
2 upon by Game-Tec's goods or services. This action also contains pendent state causes of action for (a)
3 unfair competition, (b) wrongful interference with a prospective advantage, and (c) breach of contract.

4 **PARTIES**

5 1. Plaintiff Brunn Consulting Group, Inc., d/b/a Game-Tec Labs, Inc. ("Game-Tec"), is a
6 corporation that is organized and existing under the laws of the State of California.

7 2. Defendant John Feola ("Feola") is believed to be an individual and a citizen of the
8 Commonwealth of Massachusetts, and may be served with process at 5 Samuel Phelps Way, North
9 Reading, Massachusetts 01864, or wherever else he may be located.

10 3. Defendant New Vision Gaming, Inc. ("New Vision") is believed to be a corporation
11 organized and existing under the laws of the Commonwealth of Massachusetts. Defendant New Vision
12 is believed to have its principal place of business in the Commonwealth of Massachusetts. Defendant
13 New Vision is not believed to have a registered agent for service of process in the State of California.
14 Service of process on New Vision may be made according to the laws of the Commonwealth of
15 Massachusetts by serving John Feola, its registered agent for service of process, at 5 Samuel Phelps
16 Way, North Reading, Massachusetts 01864.

17 **JURISDICTION & VENUE**

18 4. By asserting infringement of the '987 Patent, Defendants have created an actual and
19 justiciable case and controversy between themselves and plaintiffs, namely concerning whether the '987
20 patent is valid and/or enforceable, and whether plaintiff has infringed or is currently infringing any valid
21 and/or enforceable right in the '987 patent.

22 5. This is, in part, an action for declaratory judgment under the Federal Declaratory
23 Judgment Act, 28 U.S.C. §§ 2201 and 2202. Among other things, plaintiff Game-Tec seeks a
24 declaratory judgment that the '987 patent is not infringed by Game-Tec and/or that the '987 patent is
25 invalid under one or more provisions of the patent laws of the United States, including but not limited to
26 35 U.S.C. §§ 101, 102, 103, 112, or any other section or provision.

27 6. This Court has jurisdiction over the subject matter of these counterclaims under 28
28 U.S.C. §§ 1331, 1367 and 1338.

1 7. This Court has personal jurisdiction over defendants Feola and New Vision, since each of
2 said defendants purposefully availed themselves of such jurisdiction by entering into an agreement
3 wherein this Court is designated as the proper forum for legal proceedings between the parties, as well as
4 serving a cease-and-desist letter on plaintiff in this district.

5 8. Upon information and belief, this Court also has personal jurisdiction over Feola and
6 New Vision since each defendant has minimum contacts with the State of California and/or has
7 otherwise availed itself of the jurisdiction of this Court.

8 9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) in that a substantial part
9 of the events giving rise to the instant claims for declaratory relief (and the subject matter thereof)
10 occurred within this District. Venue is also proper under 28 U.S.C. § 1391(c), since defendant New
11 Vision is a corporation which is subject to personal jurisdiction at the time the action is commenced and
12 whose contacts suffice to subject it to personal jurisdiction in this district.

13 **FACTS**

14 10. Plaintiff Game-Tec brings this suit for a declaratory judgment under both Federal Rule of
15 Civil Procedure 57 and 28 U.S.C. §§2201 and 2202.

16 11. On or about March 4, 2009, Game-Tec and New Vision entered into an agreement
17 entitled "License Agreement," a copy of which is attached herewith as Exhibit A (hereinafter, "the
18 License Agreement").

19 12. Under the terms of the License Agreement, Game-Tec would develop software for a
20 "live, non-electronic progressive bonus side bet baccarat table game system." Id. at p. 1.

21 13. In exchange for developing the software, New Vision agreed to grant an exclusive license
22 to Game-Tec for the "Bonus Baccarat Game" claimed by U.S. Patent No. 7,451,987 (issued Nov. 18,
23 2008) (hereinafter, "the '987 patent"), and which would be the subject of the software developed by
24 Game-Tec.

25 14. The License Agreement granted Game-Tec the right to exclusively "use, develop,
26 implement, market, lease, and maintain the Bonus Baccarat Game in traditional land-based casinos, and
27 river boat and barge gaming venues in the in the (sic) states of California, Connecticut, and New Jersey
28 and in Canada." (hereinafter, the "Licensed Area") Id.

1 15. As part of the License Agreement, Game-Tec paid New Vision a one-time license fee
2 and agreed to pay continuing royalties based on the gross monthly income Game-Tec produced under
3 the Agreement.

4 16. Around the same time, Game-Tec also entered into a consulting agreement with Feola,
5 whereby Feola agreed to provide sales and marketing of, among other things, the Game-Tec software
6 developed relating to its exclusive rights in the Bonus Baccarat game (“the Consulting Agreement”).

7 17. In exchange for his sales and marketing efforts, Game-Tec agreed to pay Feola a salary of
8 \$8,000.00 per month. Game-Tec paid the first month’s salary at the time of executing the agreement.

9 18. On or about June 4, 2009, Game-Tec received a letter from counsel for Feola and New
10 Vision indicating that the “License is void *ab initio* and is unenforceable.” See Exhibit B, attached
11 herewith (italics in original).

12 19. Counsel for New Vision premised its alleged unilateral termination and/or declaration of
13 voidability of the License Agreement on Game-Tec’s supposed prior arrangement with a foreign
14 company called LT Game Ltd. (“LT Game”).

15 20. In the same June 4 letter, counsel for New Vision also declared that Game-Tec was now
16 “prohibited from making, selling, distributing, or claiming that it has a license to the Bonus Baccarat
17 Game or any game that is covered by U.S. Patent No. 7,451,987.” See Ex. B, at para. 4.

18 **FIRST CLAIM FOR RELIEF**

19 *(Declaratory Judgment of Noninfringement of the ‘987 Patent)*

20 21. Game-Tec repeats and realleges each and every allegation in the foregoing paragraphs as
21 though fully set forth herein.

22 22. New Vision has alleged that it is the owner of all right, title and interest to the ‘987 patent
23 and that Game-Tec is prohibited from conducting business which New Vision asserts infringes one or
24 more claims of that patent.

25 23. Game-Tec has not infringed and is not now infringing, either directly, contributorily, or
26 through inducement, any of the claims of the ‘987 patent.

27 24. As a result of New Visions actions and statements, including the sending of a cease-and-
28 desist letter, an actual controversy now exists between the parties regarding the alleged infringement by

1 Game-Tec of the '987 patent.

2 25. Game-Tec is entitled to a declaration that it does not infringe any of the claims of the
3 '987 patent.

4 **SECOND CLAIM FOR RELIEF**

5 *(Declaratory Judgment of Invalidity of the '987 Patent)*

6 26. Game-Tec repeats and realleges each and every allegation in the foregoing paragraphs as
7 though fully set forth herein.

8 27. Game-Tec is informed and believes and thereon alleges that any and all allegedly
9 infringed claims of the '987 patent are invalid for failure to satisfy the conditions for patentability set
10 forth in 35 U.S.C. §§ 101, 102, 103, 112, and/or 282, or any other applicable section.

11 28. As a result of New Visions actions and statements, including purportedly terminating
12 Game-Tec's exclusive license and sending a cease-and-desist letter to Game-Tec, an actual controversy
13 now exists between the parties regarding the validity of the '987 patent.

14 29. Game-Tec is entitled to a declaration that the allegedly infringed claims of the '987
15 patent are invalid.

16 **THIRD CLAIM FOR RELIEF**

17 *(Declaratory Judgment of Unenforceability of '987 Patent)*

18 30. Game-Tec repeats and realleges each and every allegation in the foregoing paragraphs as
19 though fully set forth herein.

20 31. As a result of defendants' actions and statements, including purportedly terminating
21 Game-Tec's exclusive license and sending a cease-and-desist letter to Game-Tec, an actual controversy
22 now exists between the parties regarding the enforceability of the '987 patent.

23 32. Game-Tec is informed and believes and thereon alleges that any and all allegedly
24 infringed claims of the '987 patent are unenforceable due to defendants' failure to properly disclose all
25 known relevant and material prior art to the United States Patent and Trademark office during the
26 prosecution of the '987 patent.

27 33. Game-Tec is informed and believes and thereon alleges that these failures to disclose
28 known relevant and material prior art were material to the patentability of the claims of the '987 patent.

1 34. Game-Tec is informed and believes and thereon alleges that in failing to make such
2 disclosures, applicant Feola, through his attorney, made knowing, material, misrepresentations of fact,
3 thereby intending to deceive the Patent Office and failing to comply with the duty of candor, including
4 the requirements of 37 C.F.R. § 1.56.

5 35. For these reasons, Game-Tec is informed and believes and thereon alleges that the '987
6 patent is unenforceable due to inequitable conduct before the United States Patent and Trademark Office.

7 36. Game-Tec is entitled to a declaratory judgment that the '987 patent is unenforceable.

8 **FOURTH CLAIM FOR RELIEF**

9 *(Breach of Contract)*

10 37. Game-Tec repeats and realleges each and every allegation in the foregoing paragraphs as
11 though fully set forth herein.

12 38. New Vision breached the License Agreement it made with Game-Tec by purporting to
13 unilaterally terminate the parties' arrangement in violation of the terms of the agreement.

14 39. Moreover, to the extent that New Vision failed to properly terminate Game-Tec's
15 exclusive license and continues to market, sell, or otherwise distribute the game and/or software
16 developed by Game-Tec in the Licensed Area, New Vision is in breach of the terms of the License
17 Agreement and Game-Tec's exclusive license.

18 40. Game-Tec also asserts Feola breached the Consulting Agreement by failing to perform
19 his duties and obligations owing under the agreement in good faith, despite receiving monthly salaries.

20 41. As a result of New Vision's and Feola's breaches, Game-Tec has lost sales, profits,
21 revenues, prospective business, and was also required to and did incur commercially reasonable charges,
22 expenses, and/or costs, including attorney fees, relating to New Vision's breach. The sum of these
23 expenses and costs will be according to proof at trial.

24 **FIFTH CLAIM FOR RELIEF**

25 *(Statutory Unfair Competition - Cal. Bus. & Prof. C. § 17200, et seq.)*

26 42. Game-Tec repeats and realleges each and every allegation in the foregoing paragraphs as
27 though fully set forth herein.

28 43. Game-Tec is informed and believes and based thereon alleges that at the time it entered

1 into its agreement with New Vision, Defendants were well aware of Game-Tec's business dealings with
2 LT Game.

3 44. Game-Tec is informed and believes and based thereon alleges that Defendants
4 orchestrated a ruse and employed purposefully deceptive tactics to avoid the duties and obligations
5 owing under the Agreement and delay or otherwise prevent Game-Tec from seeking to enforce the terms
6 of the Agreement, which Game-Tec was prepared to perform.

7 45. Game-Tec is informed and believes and based thereon alleges that Defendants knowingly
8 sought to grant patent licenses for rights which were secured by inequitable conduct and critical
9 omissions of facts to the PTO.

10 46. Game-Tec is informed and believes and based thereon alleges that Defendants acts were
11 deceptive and calculated to unfairly compete in the relevant marketplace.

12 47. Game-Tec is informed and believes and based thereon alleges that Defendants sought to
13 avoid the duties and obligations owing under the contract by attempting to improperly disrupt Game-
14 Tec's relationships and economic advantages.

15 48. Defendants' acts, as described herein, constitute unlawful, unfair or fraudulent business
16 acts or practices in violation of the statutory laws of the State of California, namely, the Unfair Practices
17 Act, California Business and Professions Code, Section 17200, *et seq.*

18 49. Game-Tec is informed and believes and based thereon alleges that these acts were
19 malicious, fraudulent and oppressive, justifying an award of punitive damages in an amount according to
20 proof such that Defendants will not engage in such conduct in the future and make an example of them.

21 **SIXTH CLAIM FOR RELIEF**

22 *(Common Law Unfair Competition)*

23 50. Game-Tec repeats and realleges each and every allegation in the foregoing paragraphs as
24 though fully set forth herein.

25 51. Defendants', and each of their, acts, as described above, constitute unlawful, unfair or
26 fraudulent business acts or practices in violation of the common law of the State of California.

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1 **SEVENTH CLAIM FOR RELIEF**

2 *(Intentional Interference with a Prospective Advantage)*

3 52. Game-Tec repeats and realleges each and every allegation in the foregoing paragraphs as
4 though fully set forth herein.

5 53. Game-Tec maintained relationships that provided Game-Tec with an economic
6 advantage, or prospective advantage, and with probable future economic benefits.

7 54. Game-Tec is informed and believes, and based thereon alleges, that New Vision and/or
8 Feola had knowledge and notice of such relationships or prospective advantages which Game-Tec
9 maintained.

10 55. Game-Tec is informed and believes, and based thereon alleges, New Vision and/or Feola,
11 and each of them, nonetheless willfully, deliberately, and maliciously sought to interfere with such
12 relationships or prospective advantages which rightfully belonged to Game-Tec.

13 56. Game-Tec is informed and believes, and based thereon alleges, that New Vision's and/or
14 Feola's acts were designed to wrongfully interfere with Game-Tec's relationships or prospective
15 advantages, arrangements, applications, agreements, duties, obligations, and to frustrate Game-Tec and
16 deny it the benefits of such relationships and advantages to which it was and is entitled.

17 57. Game-Tec is informed and believes, and based thereon alleges, that New Vision's and/or
18 Feola's acts were wrongful beyond the fact of interference.

19 58. Game-Tec is informed and believes, and based thereon alleges, that its relationships and
20 prospective advantages have been actually disrupted, and become more expensive, difficult, or
21 burdensome as a direct and proximate cause of New Vision's and/or Feola's acts.

22 59. Game-Tec is informed and believes, and based thereon alleges, that as a direct and
23 proximate result of New Vision's and/or Feola's, and each of their, conduct, as alleged above, Game-Tec
24 has been damaged in an amount in excess of the jurisdictional minimum of this Court, the exact amount
25 of which will be proven at trial.

26 60. Game-Tec is informed and believes, and based thereon alleges, that New Vision and/or
27 Feola harbors actual ill will and malice toward Game-Tec, and sought to wrongfully interfere with
28 Game-Tec's enjoyment of the benefits to which it was and is entitled due to the relationships or

1 prospective advantages, as alleged above, as part of New Vision's and/or Feola's scheme to wrongfully
2 interfere with Game-Tec's right to use the software it developed and compete lawfully. Such conduct is
3 willful, malicious, and despicable, and justifies an award of punitive damages in an amount according to
4 proof.

5 **PRAYER**

6 61. For the foregoing reasons, plaintiff Game-Tec asks for judgment in its favor and against
7 defendants Feola and New Vision that:

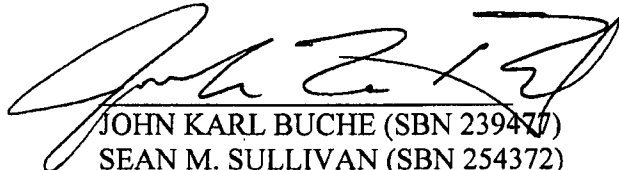
- 8 a. Plaintiff Game-Tec's acts do not amount to an infringement of any of the claims of
9 U.S. Patent No. 7,451,987;
- 10 b. U.S Patent No. 7,451,987 is invalid for failing to meet the statutory requirements of
11 patentability, whether under 35 U.S.C. §§ 101, 102, 103, or 112, or any other section
12 or provision;
- 13 c. U.S Patent No. 7,451,987 is unenforceable for failing to comply with one or more
14 duties under the patent laws or otherwise inequitable conduct;
- 15 d. Defendants', and each of their, acts amount to a breach of the Licensing Agreement it
16 entered into with Game-Tec, resulting in harm to Game-Tec;
- 17 e. Defendants', and each of their, acts amount to unfair competition, whether under the
18 statutory or common laws of the United States and the State of California;
- 19 f. Defendants', and each of their, acts amount to intentional and/or negligent
20 interference with Game-Tec's prospective advantage, resulting in harm to Game-Tec;
- 21 g. This case is exceptional under 35 U.S.C. § 285 and that Game-Tec be awarded its
22 attorneys' fees, costs and expenses incurred in this action as provided by that statute;
- 23 h. Defendants', and each of their, acts otherwise amount to behavior justifying an award
24 of reasonable attorney fees in Game-Tec's favor;
- 25 i. Defendants', and each of their, acts amount to behavior justifying an award of
26 punitive/exemplary damages;
- 27 j. Game-Tec be awarded costs of court;
- 28 k. Game-Tec be awarded all pre- and post-judgment interest at the highest rates

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allowable by law;

1. Game-Tec be awarded all other relief the court deems just and proper.

Respectfully Submitted,



Dated: September 18, 2009

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Attorneys for Plaintiff
GAME-TEC LABS, INC.

EXHIBIT A

LICENSE AGREEMENT

This License Agreement (the "Agreement"), dated as of 4th March, 2009 (the "Effective Date"), is by and between Brunn Consulting Group, Inc., dba Game-Tec Labs, a corporation organized under the laws of the State of California, with its principal business address at 380 S. Melrose Drive, Suite 101, Vista, California, 92081 ("Licensee"), and New Vision Gaming & Development, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with its principal business address at 5 Samuel Phelps Way, North Reading, Massachusetts, 01864 ("NVG"). Licensee and NVG are sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. WHEREAS, NVG owns right, title, and interest in the invention for a casino table card game side-bet (the "Game"), as described and claimed in U.S. Patent No. 7451987 B1; and
- B. WHEREAS, NVG desires Licensee to develop a live, non-electronic progressive bonus side bet baccarat table game system implementing the Game (the "Bonus Baccarat Game") for marketing, distribution, and maintenance to traditional land-based casinos including tribal casinos, and river boat and barge gaming establishments in the states of California, Connecticut, and New Jersey and in Canada; and
- ~~C. WHEREAS, Licensee desires to be a licensee of the Bonus Baccarat Game for~~ marketing, distribution, and maintenance to traditional land-based casinos including tribal casinos, and river boat and barge gaming establishments in the states of California, Connecticut, and New Jersey and in Canada.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the Parties to this Agreement hereby agree as follows:

1. TERM

- 1.1 Subject to Section 5, the term of this Agreement shall be five (5) years from the Effective Date.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 2.1 NVG shall grant a license to Licensee in and to the Bonus Baccarat Game, as set forth in Section 3.
- 2.2 This Agreement applies only to the Bonus Baccarat Game described in Recital B above and as claimed in U.S. Patent No. 7451987 B1.
- 2.3 Licensee shall observe the reasonable requirements of NVG with respect to the patent marking of the Bonus Baccarat Game, where applicable, with the phrase.

"New Vision Gaming, U.S. Patent(s)," followed by the number or numbers of the patent or patents applicable thereto. Patent marking shall be visible on the table felt.


- 2.4 Licensee agrees that Bonus Baccarat Game will be leased, not sold, where permitted by state and/or federal law. Licensee agrees that Bonus Baccarat Game will be provided such that Licensee will receive a continuous revenue stream, rather than a one-time payment, where permitted by state and/or federal law.
- 2.5 Licensee shall pay all fees and obtain any approvals and/or licenses from governmental or other agencies needed to install and operate the Bonus Baccarat Game.
- 2.6 Licensee agrees that the Bonus Baccarat Game will be installed and operational in a venue within 45 days of the execution date of a contract with the venue.

3. LICENSE

- 3.1 NVG hereby grants to Licensee an exclusive license to use, develop, implement, market, lease and maintain the Bonus Baccarat Game in traditional land-based casinos and tribal casinos, and river boat and barge gaming venues in the in the states of California, Connecticut, and New Jersey and in Canada (the "Licensed Territory").
- 3.2 NVG agrees to grant an exclusive license to Licensee in those states outside the Licensed Territory in which both Parties agree in writing to place a Bonus Baccarat Game. Any such states become part of the Licensed Territory.
- 3.3 Should either both Parties agree or a tribunal of competent jurisdiction determine that a third party other than NVG owns rights in Canada to the bonus side bet as implemented in the Baccarat Bonus Game, Canada shall be removed from the Licensed Territory. In such event, royalties pursuant to Section 4.2 for Baccarat Bonus Games in Canada will no longer be payable by Licensee to NVG and any royalties already paid to NVG pursuant to Section 4.2 shall be retained by NVG.

4. PAYMENT

- 4.1 Licensee shall pay NVG a one-time license fee of Eight Thousand Dollars (US\$8,000.00) upon execution of this Agreement.
- 4.2 Licensee shall pay NVG a royalty for all Bonus Baccarat Games installed into revenue generating operation. The Company shall pay NVG a monthly fee equal to twenty percent (20%) of Company's gross monthly income of revenue generating operation for the first year after each Baccarat Bonus Game is installed and operational, and twenty-five percent (25%) of said gross thereafter. Payments will continue for as long as the Bonus Baccarat Game remains in revenue

generating operation.

- 4.3 All payments due under sections 4.2 shall be paid by Licensee in United States Dollars within thirty (30) days of the end of the month for which the revenues are received.
 - 4.4 Licensee shall accompany each payment under Section 4.3 with a report detailing the source of the payment. The report shall, at a minimum, include a breakdown of the source of the funds and amounts by contract and venue and such other information as reasonably requested by NVG.
 - 4.5 Licensee shall timely notify NVG of potential new contracts for the Bonus Baccarat Game and of the terms of such potential contracts. NVG shall have a right of approval for any new contracts. Licensee shall timely notify NVG of any changes to relevant terms of any existing contracts.
 - 4.6 Licensee shall maintain books and records in connection with its payment obligations under this Agreement, during and for a period of one (1) year after termination of this Agreement. Licensee shall permit a third party auditor selected by NVG and reasonably acceptable to Licensee to inspect all books, records and other documentation directly relating to amounts owed by Licensee to NVG under this Agreement and to audit up to once yearly the relevant books of Licensee to ensure compliance with the payment terms of this Agreement upon reasonable-prior-notice.
-

5. TERMINATION

- 5.1 Either Party may terminate this Agreement in the event the other Party breaches any of the obligations set forth in this Agreement and such breach remains uncured for a period of thirty (30) days from notice of such breach.
- 5.2 If the Independent Contractor Agreement between Brunn Consulting Group, Inc. dba Game-Tec Labs (GTL) and John Feola executed on 9th March, 2009 is terminated for any reason, then GTL is responsible for obtaining at least one LOI and/or contract every two months from a venue in the Licensed Territory for the Bonus Baccarat Game. If GTL fails to meet this milestone, NVG has the right to terminate this License Agreement immediately.
- 5.3 Notwithstanding the foregoing, upon termination, Licensee shall continue to have a license as provided herein for installed Bonus Baccarat Games and Bonus Baccarat Games for which an agreement has been executed prior to termination.
- 5.4 NVG shall have the right to terminate this Agreement immediately by written notice if Licensee is declared insolvent or is subject to proceedings in bankruptcy. In such an event, NVG shall have the option of requiring Licensee to assign contracts with venues for Bonus Baccarat Games to NVG or an entity or entities

specified by NVG and, in such case, NVG will pay to Licensee 50% of gross income from the Bonus Baccarat Games affected by said assignments.

6. INTELLECTUAL PROPERTY

- 6.1 All intellectual property made available by one party (the "Disclosing Party") to the other Party (the "Receiving Party") at any time shall remain vested in the Disclosing Party.
- 6.2 The Parties acknowledge and agree that NVG shall be the sole and exclusive owner of any derivatives of the Game created by either Party during the term of this Agreement so long as such derivatives are covered under U.S. Patent No. 7451987 B1.
- 6.3 The Parties acknowledge and agree that Licensee shall be the sole and exclusive owner of any software and hardware produced for the Bonus Baccarat Game during the term of this Agreement and thereafter.
- 6.4 In order to maintain a uniform look for the Bonus Baccarat Game in all jurisdictions, Licensee shall provide a sublicensable license, at no cost, to NVG to all copyrights associated with the look and feel of the Bonus Baccarat Game

7. REPRESENTATIONS AND WARRANTIES

- 7.1 NVG represents and warrants to Licensee as follows:
 - 7.1.1 It is a corporation duly organized under the laws of the Commonwealth of Massachusetts and is and shall remain in good standing during the Term.
 - 7.1.2 It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
 - 7.1.3 It is the sole owner of all rights in and to the Game, and it has the full right and legal authority to grant the rights contained herein.
 - 7.1.4 To the best of its knowledge, the patent(s) are valid.
 - 7.1.5 NVG will pay maintenance fees, annuities, and the like due on any existing patents and patents issuing for the Game during the term of this Agreement.
 - 7.1.6 NVG acknowledges each of the representations and warranties given above are continuous in nature, are deemed to be material, and have been relied upon by Licensee.
- 7.2 Licensee represents and warrants to NVG as follows:

[Handwritten initials]

- 7.2.1 It is a corporation duly organized under the laws of the State of California and is and shall remain in good standing during the Term.
- 7.2.2 It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
- 7.2.3 Licensee is or will be approved by the appropriate governmental agency to supply the Bonus Baccarat Game and will maintain such approval during the Term.
- 7.2.4 The acceptance of the rights herein will not breach or violate the terms of any other undertaking or obligation of Licensee.
- 7.2.5 Licensee acknowledges each of the representations and warranties given above are continuous in nature, are deemed to be material, and have been relied upon by NVG.

8. ASSIGNMENT

- 8.1 Neither Party may, nor shall have the power to, assign or transfer this Agreement or any rights or obligations hereunder, without the prior written consent of the other Party.

9. INDEMNIFICATION

- 9.1 NVG hereby assumes all responsibility for and agrees to fully indemnify Licensee against any and all damages, losses, claims, suits or other expenses of any kind, including reasonable attorney fees, arising out of (i) a breach of its representations and warranties given herein; (ii) any third-party allegation that any product provided or service performed by NVG that is not within the scope of the Game infringes such party's patent, copyright, trademark or trade secrets rights; (iii) any noncompliance by NVG with any applicable laws and/or regulations; and (iv) any alleged defect in products and/or negligence and/or deficiency in services provided by NVG.
- 9.2 Licensee hereby assumes all responsibility for and agrees to fully indemnify NVG against any and all damages, losses, claims, suits or other expenses of any kind, including reasonable attorney fees, arising out of (i) a breach of its representations and warranties given herein; (ii) any third-party allegation that any product provided or service performed by Licensee that is not within the scope of the Game infringes such party's patent, copyright, trademark or trade secret rights; (iii) any noncompliance by Licensee with any applicable laws and/or regulations; and (iv) any alleged defect in products and/or negligence and/or deficiency in services provided by Licensee.

10. LEGAL RELATIONSHIP

10.1 The relationship of the Parties under this Agreement is that of licensor and licensee, and neither Party is an employee, agent, partner, or joint venturer of the other.

11. NOTICE

11.1 Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be delivered by U.S. mail, overnight courier service or verifiable email to the last known address of the intended recipient.

12. CONFIDENTIALITY

12.1 Both Parties agree to hold details pertaining to this Agreement in the strictest confidence and to not disclose any such information to any third party, except as may be required by law.

13. GOVERNING LAW AND VENUE

13.1 Any action brought by Licensee to enforce the terms of this Agreement or any rights or obligations arising from or in any way related to this Agreement shall be governed by and construed in accordance with the laws of the State of California ~~and shall be filed in the United States District Court for the Southern District of~~ California in San Diego, California.

13.2 Any action brought by NVG to enforce the terms of this Agreement or any rights or obligations arising from or in any way related to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and shall be filed in the United States District Court for the District of Massachusetts.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter discussed herein, and supersedes all other agreements and understandings, oral and written, that may have been reached with respect to that subject matter. This Agreement shall be binding upon each Party and its successors and assigns.

14.2 This Agreement shall not be changed or modified except with the consent of the Parties in writing.

15. WAIVER

15.1 The waiver by either Party of a breach of any provision contained herein shall be

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in writing and shall in no way be construed as a waiver of any subsequent breach thereof.

16. SEVERABILITY

16.1 If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both Parties shall be relieved of all obligations arising under such provision, but if the remainder of this Agreement shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

17. BINDING EFFECT

17.1 The terms and conditions of this Agreement shall be binding upon the successors and assigns of both NVG and Licensee.

18. COUNTERPARTS

18.1 This Agreement may be executed in two original or facsimile counterparts, both of which together shall constitute one and the same instrument.

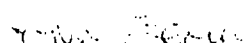
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

Brunn Consulting Group, Inc.

By: 

Andy Brunn, President

New Vision Gaming & Development, Inc.

By: 

John Feola, President

EXHIBIT B

ALTMAN & MARTIN

Intellectual Property Law

Steven K. Martin
Tel: 617-523-3515
Fax: 617-523-1872
smartin@altmartlaw.com

June 4, 2009

Mr. Andy Brunn
Brunn Consulting Group, Inc.
380 S. Melrose Drive, Suite 101
Vista, CA 92081

Re: License Agreement for Baccarat Bonus

*** VIA EMAIL AND POST ***

Dear Andy:

According to Paragraph 7.2.4 of the License Agreement of March 9, 2009 between New Vision Gaming & Development, Inc. (NVG) and Brunn Consulting Group, Inc. dba Game-Tec Labs (GTL) for the Bonus Baccarat Game (the "NVG License"), GTL warranted that entering into the NVG License would not breach or violate the terms of any other undertaking or obligation of GTL. We have information that GTL was under a previous obligation to another company in contravention of this warranty. We believe the other company to be either Paradise Group or LT Game Limited ("LT Game").

As we understand it, GTL and LT Game have an agreement (the "GTL/LT Game Agreement") wherein GTL distributes LT Game's games, including a baccarat bonus game, in California. In paragraph 6C of the GTL/LT Game Agreement, GTL "agrees not to engage in the distribution, promotion, marketing or sale of any goods or products that compete or conflict with [LT Game's] products."

Because GTL was obligated under the GTL/LT Game Agreement to refrain from entering into any other agreement to distribute, promote, market, or sell a product that competes or conflicts with LT Game's products, GTL could not enter into the NVG License without breaching or violating the GTL/LT Game Agreement. Consequently, the NVG License is void *ab initio* and is unenforceable.

Because the NVG License was never a valid agreement, GTL is prohibited from making, selling, distributing, or claiming that it has a license to the Bonus Baccarat Game or any game that is covered by U.S. Patent No. 7,451,987.

Any communications regarding this letter or the Bonus Baccarat Game License are to be directed to me.

Sincerely,
ALTMAN & MARTIN



Steven K. Martin

SKM/s
cc: John Feola, New Vision Gaming

www.altmartlaw.com
6 Beacon Street, Suite 600, Boston, Massachusetts 02108

EXHIBIT B

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

FILED

2009 SEP 18 PM 6:03
NEW VISION GAMING

I. (a) PLAINTIFFS

BRUNN CONSULTING GROUP, INC., a California corporation,
d/b/a GAME TEC LABS, INC.

(b) County of Residence of First Listed Plaintiff San Diego County (CA)
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

John K. Buche & Sean M. Sullivan, Buche & Associates, P.C.,
875 Prospect, Suite 305, La Jolla, CA 92037

DEFENDANTS

JOHN FEOLA, an individual, and NEW VISION GAMING,
INC., a Massachusetts corporation

County of Residence of First Listed Defendant Middlesex County (MA)
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED. YUKA DEPUTY

Attorneys (If Known)

09 CV 2046 BEN - RBB BY FAX

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| | | | | | |
|---|--|---|--|--|--|
| <input type="checkbox"/> 110 Insurance | <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 362 Personal Injury - Med. Malpractice | <input type="checkbox"/> 610 Agriculture | <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 400 State Reapportionment |
| <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 365 Personal Injury - Product Liability | <input type="checkbox"/> 620 Other Food & Drug | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | <input type="checkbox"/> 410 Antitrust |
| <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 320 Assault, Libel & Slander | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input checked="" type="checkbox"/> 820 Copyrights | <input type="checkbox"/> 430 Banks and Banking |
| <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 330 Federal Employers' Liability | <input type="checkbox"/> 370 Other Fraud | <input type="checkbox"/> 630 Liquor Laws | <input type="checkbox"/> 830 Patent | <input type="checkbox"/> 450 Commerce |
| <input type="checkbox"/> 140 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 340 Marine | <input type="checkbox"/> 371 Truth in Lending | <input type="checkbox"/> 640 R.R. & Truck | <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 460 Deportation |
| <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 345 Marine Product Liability | <input type="checkbox"/> 380 Other Personal Property Damage | <input type="checkbox"/> 650 Airline Regs. | <input type="checkbox"/> 861 HIA (1395ff) | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 350 Motor Vehicle | <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 660 Occupational Safety/Health | <input type="checkbox"/> 862 Black Lung (923) | <input type="checkbox"/> 480 Consumer Credit |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 355 Motor Vehicle Product Liability | | <input type="checkbox"/> 690 Other | <input type="checkbox"/> 863 DIWC/DIWW (405(g)) | <input type="checkbox"/> 490 Cable/Sat TV |
| <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 360 Other Personal Injury | | <input type="checkbox"/> 710 Fair Labor Standards Act | <input type="checkbox"/> 864 SSID Title XVI | <input type="checkbox"/> 810 Selective Service |
| <input type="checkbox"/> 190 Other Contract | | | <input type="checkbox"/> 720 Labor/Mgmt. Relations | <input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 850 Securities/Commodities/Exchange |
| <input type="checkbox"/> 195 Contract Product Liability | | | <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 |
| <input type="checkbox"/> 196 Franchise | | | <input type="checkbox"/> 740 Railway Labor Act | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 890 Other Statutory Actions |
| <input type="checkbox"/> 210 Land Condemnation | <input type="checkbox"/> 441 Voting | <input type="checkbox"/> 510 Motions to Vacate Sentence | <input type="checkbox"/> 790 Other Labor Litigation | | <input type="checkbox"/> 891 Agricultural Acts |
| <input type="checkbox"/> 220 Foreclosure | <input type="checkbox"/> 442 Employment | <input type="checkbox"/> 530 General Habeas Corpus: | <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | | <input type="checkbox"/> 892 Economic Stabilization Act |
| <input type="checkbox"/> 230 Rent Lease & Ejectment | <input type="checkbox"/> 443 Housing/Accommodations | <input type="checkbox"/> 535 Death Penalty | | | <input type="checkbox"/> 893 Environmental Matters |
| <input type="checkbox"/> 240 Torts to Land | <input type="checkbox"/> 444 Welfare | <input type="checkbox"/> 540 Mandamus & Other | | | <input type="checkbox"/> 894 Energy Allocation Act |
| <input type="checkbox"/> 245 Tort Product Liability | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 550 Civil Rights | | | <input type="checkbox"/> 895 Freedom of Information Act |
| <input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 446 Amer. w/Disabilities - Other | <input type="checkbox"/> 555 Prison Condition | | | <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice |
| | <input type="checkbox"/> 440 Other Civil Rights | | | | <input type="checkbox"/> 950 Constitutionality of State Statutes |

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Sections 2201 and 2202; 35 U.S.C. Sections 101, et seq.

Brief description of cause:
Request for declaratory judgment of patent invalidity, noninfringement, and/or unenforceability

VII. REQUESTED IN COMPLAINT:

- CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
- DEMAND \$ _____
- CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 9/18/09 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # 5377 AMOUNT \$350.00 APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

MS 9/18/09

CR

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS005377
Cashier ID: msweeney
Transaction Date: 09/18/2009
Payer Name: JANNEY AND JANNEY ATTY SVCS

CIVIL FILING FEE

For: BRUNN CONSULTING V J. FEOLA
Case/Party: D-CAS-3-09-CV-002046-001
Amount: \$350.00

CHECK

Check/Money Order Num: 249650
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$45.00
charged for any returned check.