

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
ELINK, L.L.C.	06/28/2006

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	300 Sout Fourth Street
Internal Address:	Second Floor
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89101

**PROPERTY NUMBERS Total: 8**

Property Type	Number
Application Number:	10892692
Application Number:	10901014
Application Number:	10924731
Application Number:	10924756
Application Number:	11081107
Application Number:	11089340
Application Number:	11139998
Application Number:	11328395

**CORRESPONDENCE DATA**

Fax Number: (612)340-8856  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6123407862  
 Email: avery.barb@dorsey.com  
 Correspondent Name: Dorsey & Whitney LLP  
 Address Line 1: 50 South Sixth Street

**CH \$320.00 10892692**

Address Line 2: Suite 1500  
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 440771-173

NAME OF SUBMITTER: Barb Avery

**Total Attachments: 19**

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**COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS**

THIS COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS (this "Assignment"), dated as of June 28, 2006, is by ELINK, L.L.C., an Oklahoma limited liability company (the "Assignor"), in favor of BANK OF AMERICA, N.A., a national banking association (the "Assignee").

**RECITALS**

A. The Assignor, Double Eagle Financial Services, L.L.C., an Oklahoma limited liability company, eSupport, L.L.C., an Oklahoma limited liability company, Rocket Gaming Systems, LLC, a Nevada limited liability company, Red Hawk Holdings, L.L.C., an Oklahoma limited liability company, eLink Holdings, L.L.C., an Oklahoma limited liability company, BCB Gaming, LLC, a Nevada limited liability company, eLink Corporation, a Nova Scotia unlimited liability corporation, Red Hawk Technologies Corporation, a Nova Scotia unlimited liability corporation, and each other Subsidiary (as such term is defined in the Loan Agreement) party thereto (collectively the "Borrowers") and the Assignee have entered into a Loan Agreement dated concurrently herewith (as the same may hereafter be amended, restated or otherwise modified from time to time, the "Loan Agreement").

B. The Assignor has pledged and granted to the Assignee a security interest in the property described in a Security Agreement dated concurrently herewith (as the same may hereafter be amended, restated or otherwise modified from time to time, the "Security Agreement") by the Borrowers in favor of the Assignee, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, domain names, copyrights, patents, inventions and trade secrets.

C. The Assignor owns the U.S. patents and patent applications set forth in Exhibit A attached hereto, and the patents and applications so listed have been issued or application has been made for such issuance as noted in Exhibit A in the United States Patent and Trademark Office ("Patents and Patent Applications").

D. The Assignor owns and has adopted and used the trademarks, domain names, and trade names set forth in Exhibit B attached hereto, and the trademarks so listed are registered or application has been made for such registration as noted in Exhibit B in the United States Patent and Trademark Office.

E. The Assignor expects to derive benefits from the extension of credit accommodations to the Borrowers by the Assignee and finds it advantageous, desirable and in its best interest to execute this Assignment to the Assignee in order to secure the payment and performance of (a) all indebtedness, liabilities and obligations of the Borrowers to the Assignee of every kind, nature or description under the Loan Agreement, including the Borrowers' obligation on any promissory note or notes under the Loan Agreement and any note or notes hereafter issued in substitution or replacement thereof and each Loan Document (as such term is

defined in the Loan Agreement, hereinafter "Loan Document"), (b) all liabilities of the Assignor under this Agreement, and (c) in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred (the "Liabilities").

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce the Assignee to extend credit accommodations under the Loan Agreement, the Assignor agrees as follows:

1. The Assignor hereby assigns all of its right, title and interest in and to the following:

(a) all of the present United States patents and patent applications owned by the Assignor together with inventions disclosed therein (the "Patents and Patent Applications"), including but not limited to those patents and patent applications set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all continuations, continuations-in-part, divisionals, renewals and extensions thereof and all patents issuing therefrom, said Patents and Patent Applications to be held and enjoyed by the Assignee, for its own use and behalf, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence of an Event of Default under the Loan Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the occurrence of such an Event of Default, such assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Loan Agreement, the Assignee shall be entitled to transfer the Patents and Patent Applications pursuant to the Assignment of Patents and Patent Applications attached hereto as Exhibit C. The Assignor hereby irrevocably authorizes the Assignee to complete the undated Assignment of Patents and Patent Applications at the time of transfer.

(b) all of the present trademarks, domain names, and trade names and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those set forth on Exhibit B, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee or its designee for its use and behalf, and for the legal representatives, successors and assigns of the Assignee or its designee, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuance of an Event of Default under the Loan Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment; unless and until such acceptance, this Assignment shall have no effect. After the occurrence and continuation of an Event of

Default under the Loan Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to an Assignment of Trademarks substantially in the form of Exhibit D. The Assignor hereby irrevocably authorizes the Assignee to date the undated Assignment of Trademarks and otherwise complete such Assignment at the time of transfer and agree to sign whatever documents are necessary to transfer ownership of any of the Assignor's domain names from the Assignor to the new owner. Notwithstanding the foregoing provisions of this Section 1(b), the Assignee acquires no security interest or other rights in the United States for any Trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark Office until such time as a verified amendment to allege use or statement of use is filed for such application or the Assignee arranges for an assignment of such Trademarks from the Assignee to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. Section 1060. At the time that the Assignee seeks to transfer all other Trademarks pursuant to Exhibit D, it may also complete Exhibit E with respect to any U.S. intent-to-use applications and, provided that Exhibit E satisfies the conditions of the preceding sentence, the Assignor agrees that it will promptly execute and return the same to the Assignee.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending, the Patents listed on Exhibit A have been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) each of the Patents listed on Exhibit A is valid and enforceable;

(c) except for applications pending, the Trademarks listed on Exhibit B have been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(d) each of the Trademarks listed on Exhibit B is valid and enforceable;

(e) no written claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that (i) any of the Patents and Patent Applications or use of the inventions described therein or (ii) use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Patents and Patent Applications or the Trademarks;

(f) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(g) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in compliance with statutory notice requirements relating to the Patents and Patent Applications or Trademarks;

(h) except as set forth in Exhibit F, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Patent Applications listed on Exhibit A, free and clear of any liens, charges

and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons but excluding Permitted Licenses (as such term is defined below);

(i) the Patents and Patent Applications listed on Exhibit A are all of the United States Patents and applications therefor now owned by the Assignor;

(j) except as set forth in Exhibit F, the Assignor is the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit B, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons but excluding Permitted Licenses (as such term is defined below);

(k) the Trademarks listed on Exhibit B are all of the trademark registrations and applications therefor now owned by the Assignor;

(l) the Assignor has marked with an asterisk each U.S. intent-to-use trademark application listed on Exhibit B for which a verified amendment to allege use or statement of use has not been filed; and

(m) such Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any facts relating to the Patents and Patent Applications and/or Trademarks or the history thereof as may be known to such Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Patents and Patent Applications and the Trademarks are terminated pursuant to Section 6, the Assignor will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain (a) rights to any new patent, or become entitled to the benefit of any patent application, registration or any renewal or extension of any patent registration, such shall be included in the definition of "Patents and Patent Applications" (except for purposes of Section 2 hereof) as used in this Assignment or (b) rights to any new trademark, domain name, or trade name, or become entitled to the benefit of any trademark application, registration, trademark, domain name, or trade name or any renewal or extension of any trademark registration or domain name, such shall be included in the definition of "Trademarks" as used in this Assignment (except for purposes of Section 2 hereof), Section 1 hereof shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future patent and Exhibit B to include any future trademark.

5. The Assignor agrees not to sell, assign or encumber its interests in, or grant any license with respect to, any of the Patents and Patent Applications or Trademarks, except for the licenses listed on Exhibit F attached hereto and except for licenses created after the

date hereof in the ordinary course of the Assignor's business (collectively, the "Permitted Licenses").

6. The Assignor agrees that it will authorize, execute and deliver to the Assignee all documents reasonable prescribed by the Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record the Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. Upon and after the Termination Date (as defined below) the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be reasonably prescribed by the Assignor to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Patents and Patent Applications and Trademarks.

7. The Assignor shall have the duty, through counsel selected by the Assignor and reasonably acceptable to the Assignee, (a) to prosecute diligently any pending Patent or Trademark applications as of the date of this Assignment or thereafter until the Loan Agreement and the Loan Documents shall have been terminated in accordance with their terms; provided, that the Assignor may abandon any such application upon thirty days' written notice to the Assignee, (b) to make application on (i) those patentable inventions, products and processes which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (ii) those trademarks and trade names which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (c) to preserve and maintain all rights in all Patents and Patent Applications and Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Patents or Trademarks shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes a Patent without the written consent of the Assignee.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Patents and the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the reasonable request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to further evidence the security interest in the Patents and Patent Applications and the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Patents and Patent Applications and Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the Assignor and the Assignee, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Assignor and the Assignee.

14. Upon payment in full of all Liabilities (other than the unmatured indemnity obligations under the Loan Agreement or any Loan Document) and the expiration of any obligation of the Assignee to extend credit accommodations to the Borrowers (the "Termination Date"), this Assignment shall terminate and all rights to the Patents and Patent Applications and the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (II) THE STATE OF OKLAHOMA IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

16. Arbitration and Waiver of Jury Trial. SECTION 10.4 OF THE CREDIT AGREEMENT IS INCORPORATED IN ITS ENTIRETY INTO THIS GUARANTY AS IF SUCH SECTION 10.4 WERE SET FORTH HEREIN. IN ADDITION, EACH OF THE ASSIGNOR AND THE ASSIGNEE IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.



IN WITNESS WHEREOF, the Assignor has executed this instrument as of the date first set forth above.

ELINK, L.L.C.

By: Ronnie W. Harris  
Name: Ronnie W. Harris  
Its: Manager

Accepted by:

BANK OF AMERICA, N.A.

By: Peter J. Vitale  
Name: PETER J. VITALE  
Its: SVP

[Signature Page to Collateral Assignment of Patents and Trademarks]

**PATENT**  
**REEL: 018348 FRAME: 0424**

EXHIBIT A TO  
COLLATERAL ASSIGNMENT OF  
PATENTS AND TRADEMARKS

**UNITED STATES PATENTS  
AND PATENT APPLICATIONS**

<b>Application Number</b>	<b>Publication Number</b>	<b>Title</b>	<b>Filing Date</b>	<b>Assignee Name (As Listed in Recordation Docs)</b>
10/892,692	2006/0014582	Method and Apparatus for Awarding Wins for Game Play	7/16/04	eLink, L.L.C.
10/901,014	2006/0014583	Method and Apparatus for Awarding Wins for Game Play	07/28/04	eLink, L.L.C.
10/924,731	2006/0040722	System and Method for Presenting a Game Win as an Independent Event	8/23/04	eLink, L.L.C.
10/924,756	2006/0040729	Gaming Machine with Secondary Event Displaying Main Game Win	8/23/04	eLink, L.L.C.
11/081,107	NA	Player Actuated Input for a Gaming Machine	3/15/05	NA
11/089,340	2006/0063581	Gaming System and Game with Player Reward Display	3/25/05	eLink, L.L.C.
11/139,998	NA	Progressive Gaming System	5/27/05	NA
11/328,395	NA	Player Actuated Input for a Gaming Machine	1/6/06	NA
NA	NA	Method and Apparatus for Selecting Representative Display for Winning Game Outcome	Not yet filed	NA

EXHIBIT B TO  
COLLATERAL ASSIGNMENT OF  
PATENTS AND TRADEMARKS

**UNITED STATES TRADEMARK REGISTRATIONS**

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Owner</u>
777 & Design	78/572,981	eLink, L.L.C.
BIG MOUTH BOSS	78/811,251	eLink, L.L.C.
BIG RIG	78/814,926	eLink, L.L.C.
BIRDS OF PARADISE	78/678,833	eLink, L.L.C.
BLAZING & Diamond Design	78/680,245	eLink, L.L.C.
BOOTLEGGER	78/657,437	eLink, L.L.C.
BURSTING BALLOONS	78/814,928	eLink, L.L.C.
CONGRATULATIONS! & Design	78/603,991	eLink, L.L.C.
COOL CASH	78/659,623	eLink, L.L.C.
DIAMONDS AND DOLLARS	78/637,822	eLink, L.L.C.
DR. DOUGH	78/659,616	eLink, L.L.C.
FORBIDDEN TREASURE	78/657,435	eLink, L.L.C.
GATOR GOLD	78/849,465	eLink, L.L.C.
GOLD DIGGER	78/659,640	eLink, L.L.C.
GOLD DIGGIN' DIXIE	78/678,862	eLink, L.L.C.
IN THE CARDS	78/659,633	eLink, L.L.C.
JACKPOT JUBILEE	78/626,213	eLink, L.L.C.
JUST SAY DOUGH	78/659,638	eLink, L.L.C.

<u>Mark</u>	<u>Serial No.</u>	<u>Owner</u>
LADY BUG	78/659,656	eLink, L.L.C.
LUCKY LOOT	78/657,436	eLink, L.L.C.
MAK'N CENTS	78/667,675	eLink, L.L.C.
MONEY TRAIN	78/659,619	eLink, L.L.C.
MOOLAH MAKER	78/659,627	eLink, L.L.C.
NACHOS GRANDE	78/865,242	eLink, L.L.C.
ONE BAD APPLE	78/568,006	eLink, L.L.C.
ORIGINAL SIN	78/678,851	eLink, L.L.C.
ROCKET REWARDS	78/840,761	eLink, L.L.C.
SAFE CRACKER	78/814,933	eLink, L.L.C.
SNEAKY PETE	78/814,930	eLink, L.L.C.
TIME TRAVELER	78/659,646	eLink, L.L.C.

Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Owner</u>
BANANAS BINGO	2,789,065	eLink, L.L.C.
BUFFALO BUCKS	2,765,289	eLink, L.L.C.
CALIFORNIA GOLD	2,616,217	eLink, L.L.C.
CASH COW	2,881,944	eLink, L.L.C.
CENT-SATIONAL	2,933,774	eLink, L.L.C.
CLAIM JUMPER	2,970,763	eLink, L.L.C.
COSMIC SEVENS	2,769,834	eLink, L.L.C.
FREEDOM RINGS	2,991,678	eLink, L.L.C.

<u>Mark</u>	<u>Registration No.</u>	<u>Owner</u>
<b>FRESH FRUIT</b>	2,848,287	eLink, L.L.C.
<b>INDIAN NATIONS NETWORK</b>	2,576,788	eLink, L.L.C.
<b>LIGHTNING \$</b>	2,944,555	eLink, L.L.C.
<b>LIGHTNING DOLLARS</b>	2,952,666	eLink, L.L.C.
<b>LUCKY LEI</b>	2,958,184	eLink, L.L.C.
<b>MAK'N BAC'N</b>	3,090,642	eLink, L.L.C. (assigned by Miami Tribe of Oklahoma Business Development Authority)
<b>NATIONSNETWORK.NET</b>	2,894,572	eLink, L.L.C.
<b>PENNY ANNIE</b>	3,090,580	eLink, L.L.C. (assigned by Miami Tribe of Oklahoma Business Development Authority)
<b>PICK A MILLION</b>	2,935,440	eLink, L.L.C.
<b>RED &amp; WHITE</b>	2,923,931	eLink, L.L.C.
<b>REDBEARD'S RICHES</b>	2,935,439	eLink, L.L.C.
<b>REEL MAGIC</b>	2,848,288	eLink, L.L.C.
<b>ROCKET BINGO</b>	2,356,883	eLink, L.L.C. (assigned by Miami Tribe of Oklahoma Business Development Authority)
<b>ROCKET DEALS</b>	2,773,934	eLink, L.L.C.
<b>ROCKET GAMES</b>	2,845,613	eLink, L.L.C.
<b>ROCKET GAMING SYSTEMS</b>	3,003,729	eLink, L.L.C.
<b>ROYAL JOKER</b>	2,907,094	eLink, L.L.C.

<u>Mark</u>	<u>Registration No.</u>	<u>Owner</u>
<b>WILD HARE</b>	2,906,931	eLink, L.L.C.
<b>WORLDBLINK GAMING</b>	2,315,359	eLink, L.L.C.
<b>WORLDBLINK GAMING</b>	2,305,288	eLink, L.L.C.

Common Law Trademarks

**LIGHTNING DOLLARS DOUBLE STRIKE**

**NATIVE TREASURES**

**ROCKET CLASSICS**

**WILD TURKEY**

EXHIBIT C TO  
COLLATERAL ASSIGNMENT OF  
PATENTS AND TRADEMARKS

**ASSIGNMENT OF PATENTS  
AND PATENT APPLICATIONS**

This Assignment having an effective date of \_\_\_\_\_, \_\_\_\_ is made is by eLink, L.L.C., an Oklahoma limited liability company (the "Assignor"), in favor of Bank of America, N.A., a national banking association (the "Assignee").

**RECITALS**

A. The Assignor is the owner by assignment of the entire right, title and interest in and to certain United States patents and/or patent applications ("Patents and Patent Applications"), together with the invention(s) disclosed therein.

B. The Assignee is desirous of acquiring the entire right, title, and interest in and to the aforesaid Patents and Patent Applications, together with the invention(s) disclosed therein, any and all causes of action and rights of recovery for past infringements of said Patents, and all of the rights vested in the Assignor herein by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which the Assignor became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration received by the Assignor from the Assignee, the receipt of which is hereby acknowledged:

1. The Assignor hereby sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to said Patents and Patent Applications of the United States together with the invention(s) disclosed therein, including each and every Patent which is granted on any application which is a division, substitution, continuation, or continuation-in-part of said Patents and Patent Applications, and in and to each and every reissue or extension of said Patents and Patent Applications.

2. The Assignor further sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Patent herein assigned.

3. The terms, covenants and provisions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon the Assignor, its successors, assigns and/or other legal representatives.

4. The Assignor hereby irrevocably authorizes the Assignee or any successor thereof to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the parties have executed this assignment as of the date first set forth above.

ELINK, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted by:

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



EXHIBIT D TO  
COLLATERAL ASSIGNMENT OF  
PATENTS AND TRADEMARKS

ASSIGNMENT OF TRADEMARKS

**(Registered and Pending Use-Based Applications)**

This Assignment having an effective date of \_\_\_\_\_, \_\_\_ is made by eLink, L.L.C., an Oklahoma limited liability company (the "Assignor"), in favor of Bank of America, N.A., a national banking association (the "Assignee").

**RECITALS**

A. The Assignor has adopted and owns certain trademarks which are registered in the U.S. Patent and Trademark Office which are the subject of pending use-based applications in the U.S. Patent and Trademark Office (the "Trademarks").

B. The Assignee is desirous of acquiring the Trademarks and registration therefor.

**AGREEMENT**

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto the Assignee, and its successors and assigns, all of its right, title and interest in and to the Trademarks, and the registrations and applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Trademarks, and including the Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks. The Assignor hereby covenants that it has the full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreements inconsistent herewith. The Assignor hereby irrevocably authorizes the Assignee or any successor thereof to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this assignment as of the date first set forth above.

ELINK, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted by:

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT E TO  
COLLATERAL ASSIGNMENT OF  
PATENTS AND TRADEMARKS

ASSIGNMENT OF TRADEMARKS

(Intent-To-Use Applications)

This Assignment having an effective date of \_\_\_\_\_, \_\_\_ is made by eLink, L.L.C., an Oklahoma limited liability company (the "Assignor"), in favor of Bank of America, N.A., a national banking association (the "Assignee").

RECITALS

- A. The Assignor has adopted and owns certain trademarks which are the subject of pending intent-to-use applications in the U.S. Patent and Trademark Office (the "Trademarks").
- B. The Assignee is desirous of acquiring the Trademarks and applications therefor.

AGREEMENT

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto the Assignee, and its successors and assigns, all of its right, title and interest in and to the Trademarks, and the applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Trademarks, and including the Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks. The Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. As indicated below, each Trademark is the subject of a verified allegation of use under §§ 1(c) or 1(d) of the Lanham Act that has been filed with the U.S. Patent and Trademark Office, or it is being assigned as part of a transfer of the entire business or portion thereof to which the Trademarks pertain as required by § 10 of the Lanham Act.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this assignment as of the date first set forth above.

ELINK, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted by:

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT F TO  
COLLATERAL ASSIGNMENT OF  
PATENTS AND TRADEMARKS

**EXISTING LICENSES**

<u>Licensee</u>	<u>Date License Expires</u>
Miami Tribe of Oklahoma Business Development Authority ("MBDA")	Expires as set forth in that certain License Agreement dated as of September 8, 1999 between eLink and MBDA, as amended by the First Amendment dated October 3, 2004