

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
Innovative Concepts in Entertainment, Inc.	06/09/2008

RECEIVING PARTY DATA

Name:	FNB Capital Corporation, LLC
Street Address:	5004 McKnight Road
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15237

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	5330175
Patent Number:	5752699
Patent Number:	6588760
Patent Number:	6899337
Patent Number:	D466177
Application Number:	11074854

CORRESPONDENCE DATA

Fax Number: (412)209-1855

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Correspondent Name: Cohen & Grigsby, P.C.

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ATTORNEY DOCKET NUMBER:

FNB/ICE (16740.0002)

PATENT

REEL: 022380 FRAME: 0369

500804344

CH \$240.00 5330175

NAME OF SUBMITTER:

Jennifer L. Magill

Total Attachments: 4

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THIS ASSIGNMENT FOR SECURITY IS SUBJECT TO THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF JUNE 9 2008 (THE "INTERCREDITOR AGREEMENT"), BY F.N.B. CAPITAL CORPORATION, LLC, IN FAVOR OF RBS CITIZENS, NATIONAL ASSOCIATION UNDER WHICH THIS ASSIGNMENT OF SECURITY AND THE ASSIGNOR'S GRANT OF A SECURITY INTEREST HEREUNDER ARE SUBORDINATED IN THE MANNER SET FORTH THEREIN TO THE PRIOR PAYMENT OF CERTAIN OBLIGATIONS TO THE HOLDERS OF SENIOR INDEBTEDNESS AS DEFINED THEREIN.

## ASSIGNMENT FOR SECURITY

### PATENTS

WHEREAS, INNOVATIVE CONCEPTS IN ENTERTAINMENT, INC., a Delaware corporation (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into a Security Agreement, dated June 9, 2008 (the "Security Agreement"), in favor of F.N.B. Capital Corporation, LLC (the "Assignee");


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June<sup>9</sup>, 2008.

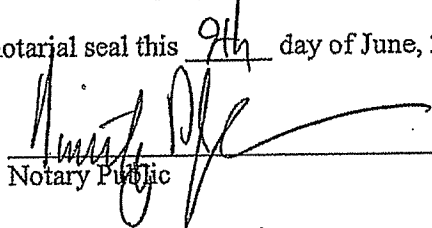
INNOVATIVE CONCEPTS IN ENTERTAINMENT,  
INC.

By   
Title CEO & President

STATE OF New York)  
 )SS.  
COUNTY OF ERIE)

On this 9th day of June, 2008, before me personally came Ralph A. Coppola to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO & President of INNOVATIVE CONCEPTS IN ENTERTAINMENT, INC., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of INNOVATIVE CONCEPTS IN ENTERTAINMENT, INC., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

GIVEN under my hand and notarial seal this 9th day of June, 2008.

  
Notary Public

My Commission Expires:

April 30, 2011

TIMOTHY P. JOHNSON  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 04/30/2011

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**

**Patent and Patent Applications**

Owned by Innovative Concepts in Entertainment, Inc.

**Patent Numbers and Pending Patent Application Numbers**

<u>US Patent No.</u>	<u>Date issued</u>	<u>Invention</u>
5330175	07/19/1994	Basketball Assembly with Rotable and Linearly Displaceable Hoop
5752699	05/19/1998	Coin Operated Amusement Machine (Closed Loop)
6588760	07/8/2003	Cylindrical Crane Game (Note 1)
6899337	05/31/2005	Crane amusement game (Tip the Scales)
D466177	11/26/2002	Cylindrical Crane Game
EP1233824B1	08/28/2002	A Prize Vending Machine – repeat grab (expires 10/08)

**Applications**

11/074,854	03/08/2005	Roll-down game with moving target and Interactive assembly and method for playing a roll-down game
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Note 1: Company owns a 50% interest in this patent