

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
Acres-Fiore Patents, formerly known as Acres-Fiore, Inc.	03/26/2009

RECEIVING PARTY DATA

Name:	Bally Gaming Inc.
Street Address:	6601 South Bermuda Road
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119

PROPERTY NUMBERS Total: 50

Property Type	Number
Application Number:	61156767
Application Number:	12389309
Application Number:	12353083
Application Number:	12332614
Application Number:	12331276
Application Number:	12273421
Application Number:	12272646
Application Number:	61115482
Application Number:	61115437
Application Number:	12272630
Application Number:	12268614
Application Number:	12265639
Application Number:	12210885
Application Number:	12204633
Application Number:	12160560

PATENT

500819542

REEL: 022462 FRAME: 0367

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Application Number:	12167525
Application Number:	12167535
Application Number:	12167549
Application Number:	12167584
Application Number:	12166255
Application Number:	12166049
Application Number:	12166150
Application Number:	12166156
Application Number:	12144866
Application Number:	12144999
Application Number:	29318752
Application Number:	12112324
Application Number:	12112802
Application Number:	12111462
Application Number:	12104249
Application Number:	12061516
Application Number:	12061520
Application Number:	61038548
Application Number:	61038314
Application Number:	29305340
Application Number:	29305342
Application Number:	29305343
Application Number:	29305344
Application Number:	12037295
Application Number:	12037206
Application Number:	12034808
Application Number:	60987293
Application Number:	60926870
Application Number:	60903959
Application Number:	11331716
PCT Number:	US0862060
PCT Number:	US0861985
PCT Number:	US0861881
PCT Number:	US0854977
PCT Number:	US0800417

PATENT

REEL: 022462 FRAME: 0368

CORRESPONDENCE DATA

Fax Number: (949)475-4754

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Email: smcfarland@gibsondunn.com

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Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

04477-00041

NAME OF SUBMITTER:

Stuart McFarland

Total Attachments: 7

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ACKNOWLEDGEMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

WHEREAS, Acres-Fiore Patents, a Nevada corporation formerly known as Acres-Fiore, Inc. (the "Grantor"), with an office located at 851 S. Rampart, Suite 115, Las Vegas, Nevada 89145, and Bally Gaming Inc., a Nevada corporation (the "Secured Party"), with an office located at 6601 South Bermuda Road, Las Vegas, Nevada 89119, have entered into a Development, License and Sales Agreement, effective as of June 23, 2008 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all United States and foreign patents, including any divisions, enhancements, continuations and continuations in parts, and all issuances or re-issuances and reexamined patents; copyrights; designs; mask work rights; trademarks (including any trade name, service mark, trade dress, logo or other designation of source, origin, sponsorship, endorsement or certification) and any confusingly similar designation or mark; trade secrets and other proprietary rights, any applications for any of the foregoing, any registrations of any of the foregoing, and any applications for any such registration, in each case owned or controlled by the Grantor or any affiliate of the Grantor at any time during the term of the Security Agreement, including, but not limited to, (a) the patents and applications for patents listed in Schedule A hereto, (b) the registered trademarks and service marks and applications for registration of trademarks and service marks listed in Schedule B hereto, together with the goodwill of the business symbolized thereby, and (c) the registered copyrights and applications for registration of copyrights listed in Schedule C hereto, (collectively, the "Collateral") to secure the performance by the Grantor of its obligations under Section 4(c)(2) of the Security Agreement (the "Secured Obligations").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Security Agreement and the covenants and agreements in this Acknowledgement of Security Interest in Intellectual Property, the Grantor hereby acknowledges and agrees as follows:

1. The Grantor acknowledges and agrees that the Grantor, pursuant to the Security Agreement, granted to the Secured Party a security interest in the Collateral to secure the performance by the Grantor of the Secured Obligations.

2. The Grantor represents and warrants to the Secured Party that, as of the date hereof, the Schedules to this Acknowledgement of Security Interest in Intellectual Property list all Registered IP and Applications (as defined below) that are included in the Collateral.

3. The Grantor acknowledges and agrees that the Secured Party may file or record this Acknowledgement of Security Interest in Intellectual Property with any appropriate agency or department, including, without limitation, the United States Patent & Trademark Office, the United States Copyright Office, and any foreign counterpart thereto.

4. Within ten (10) days after each calendar quarter during the term of the Security Agreement, the Grantor shall notify the Secured Party in writing of any Registered IP and

Applications that were created or otherwise became part of the Collateral during such calendar quarter, including, without limitation, by the filing of any applications for patent or for registration of trademark, service mark or copyright or by the issuance of any patent or any such registration. The Grantor acknowledges and agrees that the Secured Party may amend the Schedules to this Acknowledgement of Security Interest in Intellectual Property and file or record such amended Schedules with any appropriate agency or department, including, without limitation, the United States Patent & Trademark Office, the United States Copyright Office, and any foreign counterpart thereto.

5. The Grantor shall execute or file such documents and otherwise reasonably cooperate with the Secured Party to the extent reasonably requested by the Secured Party in connection with the Secured Party's exercise of its rights under this Acknowledgement of Security Interest in Intellectual Property.

6. "Registered IP and Applications" means United States and foreign (a) patents, (b) applications for patent, (c) registered trademarks or service marks, (d) applications for registration of trademark or service mark, (e) registered copyrights, and (f) applications for registration of copyright.

Dated: March 26, 2009

Acres-Fiore Patents

By: 

Name: Andrew Costa

Title: CFO & COO

SCHEDULE A
TO
ACKNOWLEDGEMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

1. Patents.

Application Number / Publication Number	Filing Date
Provisional 61/156,767	Mar. 2, 2009
Not yet assigned	Feb. 25, 2009
I/924	Feb. 25, 2009
12/389,309	Feb. 19, 2009
I/914	Feb. 11, 2009
2009200457	Feb. 6, 2009
2009200405	Feb. 6, 2009
I/905	Feb. 4, 2009
I/907	Feb. 4, 2009
I/903	Feb. 3, 2009
12/353,083	Jan. 13, 2009
2009200142	Jan. 9, 2009
2009200124	Jan. 9, 2009
I/906	Jan. 9, 2009
12/332,614	Dec. 11, 2008
12/331,276	Dec. 9, 2008
12/273,421	Nov. 18, 2008
12/272,646	Nov. 17, 2008
Provisional 61/115,482	Nov. 17, 2008
Provisional 61/115,437	Nov. 17, 2008
12/272,630	Nov. 17, 2008
I/883	Nov. 12, 2008
2008246287	Nov. 12, 2008
12/268,614	Nov. 11, 2008
12/265,639	Nov. 5, 2008
12/210,885	Sep. 15, 2008
12/204,633	Sep. 4, 2008
2007208521	Aug. 8, 2008
12/160,560 / 2009/0011826	Jul. 10, 2008
12/167,525	Jul. 3, 2008
12/167,535	Jul. 3, 2008

Application Number / Publication Number	Filing Date
12/167,549	Jul. 3, 2008
12/167,584	Jul. 3, 2008
12/166,255	Jul. 1, 2008
12/166,049	Jul. 1, 2008
12/166,150	Jul. 1, 2008
12/166,156	Jul. 1, 2008
12/144,866	Jun. 24, 2008
12/144,999	Jun. 24, 2008
29/318,752	May 27, 2008
12/112,324 / 2008/0268935	Apr. 30, 2008
PCT/US2008/062060 / WO 2008/134711	Apr. 30, 2008
12/112,802	Apr. 30, 2008
PCT/US2008/061985	Apr. 30, 2008
12/111,462 / 2008/0268953	Apr. 29, 2008
PCT/US2008/061881 / WO 2008/134676	Apr. 29, 2008
12/104,249	Apr. 16, 2008
12/061,516	Apr. 2, 2008
12/061,520	Apr. 2, 2008
Provisional 61/038,548	Mar. 21, 2008
Provisional 61/038,314	Mar. 20, 2008
29/305,340	Mar. 18, 2008
29/305,342	Mar. 18, 2008
29/305,343	Mar. 18, 2008
29/305,344	Mar. 18, 2008
12/037,295 / 2008/0176647	Feb. 26, 2008
12/037,206 / 2008/0207313	Feb. 26, 2008
PCT/US2008/054977 / WO 2008/086540	Feb. 26, 2008
12/034,808 / 2008/0207304	Feb. 21, 2008
Provisional 60/987,293	Nov. 12, 2007
Provisional 60/926,870	Apr. 30, 2007
Provisional 60/903,959	Feb. 27, 2007
PCT/US2008/000417 / WO 2007/087156	Jan. 4, 2007

Application Number / Publication Number

11/331,716 /
2007/0167208

Not yet assigned

Not yet assigned

Filing Date

Jan. 13, 2006

Mar 19, 2009

Mar 19, 2009



SCHEDULE B
TO
ACKNOWLEDGEMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

1. **Federal Trademark and Service Mark Registrations.**

Trademark / Service Mark	Serial Number / Registration Number	Filing Date / Registration Date
INSIGHTS (MO)	N/41748	Mar. 9, 2009
FAST FORWARD (MO)	N/41749	Mar. 9, 2009
INSIGHTS (AU)	1281204	Jan. 15, 2009
FAST FORWARD (AU)	1281205	Jan. 15, 2009
INSIGHTS	77/593,559	Oct. 15, 2008
FAST FORWARD	77/586,619	Oct. 6, 2008
FF	77/586,628	Oct. 6, 2008
FFWD	77/586,640	Oct. 6, 2008
F FWD	77/586,645	Oct. 6, 2008
PAY CHASER	77/463,772	May 1, 2008
WPI	77/463,773	May 1, 2008
WIN PROXIMITY INDICATOR	77/463,778	May 1, 2008
¹ SPINSATION	77/307,666 / 3,449,037	Oct. 18, 2007 / Jun. 17, 2008

¹ Originally filed in the name of Acres Bonusing, Inc.

SCHEDULE C
TO
ACKNOWLEDGEMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

1. Copyrights.

Copyright

Registration No.

Registration Date

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