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TO:T. JAMES REID COMPANY:1 PLACE VILLE MARIE

## PATENT ASSIGNMENT

Electronic Version v1.1

08/24/2010

Stylesheet Version v1.1

501270803

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Labtronix Concept inc.	07/29/2010
RECEIVING PARTY DATA	
Name:	Third Eye Capital Corporation
Street Address:	161 Bay Street
Internal Address:	Brookfield Place, TD Canada Trust Tour Suite 3820
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2S1
PROPERTY NUMBERS Total: 28	
Property Type	Number
Application Number:	09742305
Application Number:	10722132
Application Number:	10811498
Application Number:	10859454
Application Number:	11103834
Application Number:	11191905
Application Number:	11192242
Application Number:	11425743
Application Number:	11467768
Application Number:	11505283
Application Number:	11602986
Application Number:	11689746
Application Number:	11846336
Application Number:	11908168

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Application Number:	12135820
Application Number:	12208036
Patent Number:	6416406
Patent Number:	6722975
Patent Number:	6746329
Patent Number:	6769984
Patent Number:	6932707
Patent Number:	7198272
Patent Number:	7255644
Patent Number:	7270603
Patent Number:	7367883
Patent Number:	<del>7857951</del> 7587051
Application Number:	11602996
Patent Number:	7686683

## CORRESPONDENCE DATA

Fax Number: (514)286-5474  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 514 847-4311  
 Email: jreid@ogilvyrenault.com  
 Correspondent Name: T. James Reid  
 Address Line 1: 1 Place Ville Marie  
 Address Line 2: Suite 2500  
 Address Line 4: Montreal, CANADA H3B 1R1

ATTORNEY DOCKET NUMBER:	01016116-0006
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NAME OF SUBMITTER:	T. James Reid
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## Total Attachments: 13

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Execution Version

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, supplements, restatements and other modifications, if any, from time to time, the "Agreement"), dated as of July 29, 2010, between Labtronix Concept inc., a Quebec company (the "Grantor") and Third Eye Capital Corporation, as administrative, collateral agent and as *fondé de pouvoir* (together with its successors and assigns, in such capacities, (the "Agent");

WITNESSETH:

WHEREAS Bluberi Jeux et Technologies inc. / Bluberi Gaming Technologies inc. ("Bluberi") entered into, or is about to enter into, a loan agreement on or about the date hereof (said loan agreement as may be amended, restated, supplemented, replaced or otherwise modified from time to time, herein referred to as the "Loan Agreement"), among, *inter alia*, Bluberi, as Borrower, the Agent, as administrative agent, collateral agent and as *fondé de pouvoir*, the Grantor and other parties named therein from time to time as Guarantors, and certain financial institutions party thereto from time to time as Lenders, pursuant to which the Lenders have agreed, or will agree, to make certain credit facilities available to the Bluberi.

AND WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a deed of hypothec on the universality of its movable property, dated as of July 29, 2010 (as amended, restated, replaced, supplemented or otherwise modified, the "Deed"), together with all amendments, supplements, restatements and other modifications, if any, from time to time made thereto, collectively the "Security Agreement").

AND WHEREAS, as a condition precedent to the making of the loans on the closing date under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent for its own benefit and for the benefit of the Lenders a continuing security interest in all of the Collateral (as hereinafter defined) to secure all Secured Obligations (as defined in the Security Agreement);

AND WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Secured Obligations of the Grantor pursuant to the Deed, the Grantor does hereby pledge

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and hypothecate (for an amount of Cdn\$12,000,000) to the Agent for its own benefit and for the benefit of the Lenders, and grant to the Agent for its own benefit and for the benefit of the Lenders, a security interest in all of the following property (the "Collateral"), now owned and existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and patents (all of the foregoing items in this clause (a) being collectively called the "Intellectual Property"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the Mexican Trademark Office or in any office or agent of Canada or any foreign country, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;

(b) all Intellectual Property licenses and other agreements providing the Grantor with the right to use any of the items described in clause (a), including each Intellectual Property license referred to in Schedule "A" hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Collateral described in clause (a) and to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Intellectual Property, Intellectual Property registration or Intellectual Property license, including any Intellectual Property, Intellectual Property registration, or Intellectual Property license referred to in Schedule "A" hereto, or for any injury to the goodwill associated with the use of any such Intellectual Property or for breach or enforcement of any Intellectual Property license and all rights corresponding thereto throughout the world.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Collateral relating to the Intellectual Property referred to in Part 1 of Schedule "A" with the Canadian Intellectual Property Office, recording a security interest of the Agent in the Collateral relating to the Intellectual Property referred to in Part 2 of Schedule "A" with the United States Patent and Trademark Office and recording a security interest of the Agent in the Collateral relating to the Intellectual Property referred to in Part 3 of Schedule "A" with any other similar foreign intellectual property office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and the Lenders) shall remain in full force and effect in accordance with their terms.

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SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and the termination of the Loan Agreement, the Agent shall promptly, at the Grantor's expense, execute and deliver to the Grantor all instruments and other document as may be necessary or proper to release the lien on any security interest in the Collateral which has been granted hereunder.

SECTION 5. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by references herein as if fully set forth herein.

SECTION 6. Loan Document, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall take precedence over those contained herein and, in particular, if any act of the Grantor is expressly permitted under the Loan Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Loan Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by the Agent in accordance with the term of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Language. The parties acknowledge that they have required that this agreement and all related documents be prepared in English. *Les parties aux présentes reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

**LABTRONIX CONCEPT INC.**Per: 

Name:

Title: *President***THIRD EYE CAPITAL CORPORATION,  
as Agent**

Per: \_\_\_\_\_

Name:

Title:

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

**LABTRONIX CONCEPT INC.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THIRD EYE CAPITAL CORPORATION,**  
as Agent

Per: \_\_\_\_\_  
Name: **ARIF N. BHALWANI** **DAVID G. ALEXANDER**  
Title: **MANAGING DIRECTOR** **MANAGING DIRECTOR**

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**SCHEDULE "A"**

**Part 1 - Canada**

See attached.

**Part 2 - U.S.**

See attached.

**Part 3 - Other foreign intellectual property office**

See attached.



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**Part 1 - Canada**

<b>Patent</b>	<b>Application / Registration Number</b>	<b>Country</b>	<b>Date</b>
Method of Choosing and Distributing Enhanced Odds	2 399 393 B	CA	2007-04-17
Apparatus and Method for Playing an Auxiliary Game with a Prize Awarding System	2399050	CA	2001-01-31
Reverse Order Game Play Apparatus	2520903	CA	2003-04-01
Method and System for Providing a Tournament Handicap Feature	2527367	CA	2005-11-21
Method and System for Providing Asynchronous Tournament Participations	2527416	CA	2005-11-21
Method of Providing Gaming Addition Control Solutions in a Gaming Establishment	2633791	CA	2008-06-09

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## Part 2 - US

Patent	Application / Registration Number	Country	Date
Method of Playing an Auxiliary Game with Prize Rewarding System	6,416,406	US	2002-07-09
Method of Awarding an Auxiliary Game Prize along with a Poker Game	6,722,975	US	2004-04-20
Game Apparatus and Method for Playing a Plurality of Game Segments Displayed using a Three-Dimensional Representation	6,746,329	US	2004-06-08
Method of Playing an Auxiliary Game within a Primary Game with a Prize Rewarding System	6,769,984	US	2004-08-03
Method of Choosing and Distributing Enhanced Odds	6,932,707	US	2005-08-23
Method of Offering Insurance in a Gambling Game	7,198,272	US	2007-04-03
Jackpot Awarding System	7,255,644	US	2007-08-14
Reverse Order Game Play Apparatus	7,270,603	US	2007-09-18
Method of Operating a Selection Game	7,367,883	US	2008-05-06
System and Method for Securing Information, including a System and Method for Setting up a Correspondent Pairing	7,587,051	US	2009-09-08
Method of Playing a Game with Multi-Access Selection Feature	7,686,683	US	2010-03-30
MICS Management Systems 1.0	TXu 980-588	US	2000-09-06
Ticket Manufacturing Device for Distribution of Virtual Tickets into a Gaming Environment	09/742,305	US	2000-12-22
Participation-Game System including an End-of-Game Evaluation Means	10/722,132	US	2003-11-26

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Patent	Application / Registration Number	Country	Date
Method of Operating and Displaying a Meter Feature using Evolving Symbol in a Line Game	10/811,498	US	2004-03-29
Method of Operating a Group Selection Bonus	10/859,454	US	2004-05-27
Wagering Game Method and Apparatus Involving Skill	11/103,634	US	2003-10-29
Method and System for Providing Asynchronous Tournament Participations	11/191,905	US	2005-07-29
Method and System for Providing a Tournament Handicap Feature	11/192,242	US	2005-11-21
Method and System for Providing a Feature Game Using a Comparison Parameter	11/425,743	US	2006-06-22
Method and System for Displaying Information Related to an Evolving Game Process	11/467,768	US	2006-08-28
Method and System for Playing a Networked Bingo Game	11/505,283	US	2006-08-17
Game Feature Associated with an Enhancement of a Progressive Prize	11/602,986	US	2006-11-22
Evaluation-Structure Base Game Feature Persisting Over a Number of Outcomes	11/602,996	US	2006-11-22
Method and System for Providing a Feature Game Divided in Multiple Instances	11/689,746	US	2007-03-22
Method and System for Providing a Feature Game Using Spatial Relationship Between Objects	11/846,336	US	2007-08-28
Sound Filtering System for Gaming Environments	11/908,168	US	2006-03-09
Method of Providing Gaming Addiction Control Solutions in a Gaming Establishment	12/135,820	US	2008-06-09
Method and Apparatus to Play a Roulette Game	12/208,036	US	2008-09-10

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**Part 3 - Other foreign intellectual property office**

<b>Patent</b>	<b>Application / Registration Number</b>	<b>Country</b>	<b>Date</b>
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	AT	2003-09-10
Apparatus and Method for playing an Auxiliary Game with Prize Awarding System	2001229932 B	AU	2007-08-23
Method of Choosing and Distributing Enhanced Odds	2001235293 B	AU	2006-03-03
Jackpot Awarding System	2001235294 B	AU	2006-08-17
Casino-Style Game Apparatus Involving Player-Guessing	2001258074 B	AU	2005-02-18
Method of Offering Insurance in a Gambling Game	2003254756	AU	2003-10-16
Method of Operating and Displaying a Meter Feature Using Evolving Symbol in a Line Game	2004201319	AU	2004-03-29
Method of Operating a Grouped Selection Game	2004202340	AU	2004-05-27
Method of Playing a Game with a Multi-Access Selection Feature	2005200773	AU	2005-01-17
Method and System for Providing Asynchronous Tournament Participations	2005203403	AU	2005-08-02
Method and System for Providing a Tournament Handicap Feature	2005203404	AU	2005-08-02
Method and System for Providing a Feature Game using a Comparison Parameter	2006202685	AU	2006-06-23
Game Feature Associated with an Enhancement of a Progressive Prize	2006252113	AU	2006-11-22
Method and System for Providing a Feature Game Divided in Multiple Instances	2007201269	AU	2007-03-22

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Patent	Application / Registration Number	Country	Date
Apparatus and Method for playing an Auxiliary Game with Prize Awarding System	1 254 440 B	BE	2008-12-17
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	BE	2003-09-10
Aparelho e Processo Par Jogar Auxiliar Com Sistema de Premiacao	PI 0108044-0	BR	2001-01-31
Apparatus and Method for Playing an Auxiliary Game with Prize Awarding System	1 254 440 B	DE	2008-12-17
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	DE	2003-09-10
Apparatus and Method for playing an Auxiliary Game with Prize Awarding System	1 254 440 B	EP	2008-12-17
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	EP	2003-09-10
Sound Filtering System for Gaming Environments	EP 06 705294.4	EP	2006-03-09
Apparatus and Method for Playing an Auxiliary Game with Prize Awarding System	1 254 440 B	ES	2008-12-17
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	ES	2003-09-10
Apparatus and Method for Playing an Auxiliary Game with Prize Awarding System	1 254 440 B	FR	2008-12-17
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	FR	2003-09-10
Apparatus and Method for Playing an Auxiliary Game with Prize Awarding System	1 254 440 B	GB	2008-12-17
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	GB	2003-09-10

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Patent	Application / Registration Number	Country	Date
Apparatus and Method for Playing an Auxiliary Game with Prize Awarding System	1 254 440 B	GR	2008-12-17
Apparatus and Method for Playing an Auxiliary Game with Prize Awarding System	1 254 440 B	IE	2008-12-17
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	IE	2003-09-10
Apparatus and Method for Playing an Auxiliary Game with Prize Awarding System	1 254 440 B	IT	2008-12-17
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	IT	2003-09-10
Apparatus and Method for Playing an Auxiliary Game with Prize Awarding System	1 254 440 B	LU	2008-12-17
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	LU	2003-09-10
Apparatus and Method for Playing an Auxiliary Game with Prize Awarding System	1 254 440 B	MC	2008-12-17
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	MC	2003-09-10
Method and System for Playing a Networked Bingo Game	MX/a/2007/002618	MX	2007-03-02
Apparatus and Method for Playing an Auxiliary Game with Prize Awarding System	1 254 440 B	NL	2008-12-17
Automated Gaming Assembly Providing a Game Visual Enhancement	549985 B	NZ	2008-07-10
Apparatus and Method for Playing an Auxiliary Game with Prize Awarding System	1 254 440 B	PT	2008-12-17

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Patent	Application / Registration Number	Country	Date
Method of Choosing and Distributing Enhanced Odds	1 257 980 B	PT	2003-09-10
Automated Gaming Assembly Providing a Game Visual Enhancement	2006 / 07592 B	ZA	2008-06-25