

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCIENTIFIC GAMES INTERNATIONAL, INC.	05/04/2011
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12189318
Application Number:	12356591
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	301-638-0511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	37296
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Total Attachments: 6 source=37296#page1.tif source=37296#page2.tif source=37296#page3.tif source=37296#page4.tif source=37296#page5.tif source=37296#page6.tif	

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PATENT SECURITY AGREEMENT, dated as of May 4, 2011, by and among SCIENTIFIC GAMES INTERNATIONAL, INC., a Delaware corporation (the "Borrower") in favor of JPMORGAN CHASE BANK, as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the Guarantee and Collateral Agreement dated as of June 9, 2008 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Scientific Games Corporation, a Delaware corporation ("Holdings"), the subsidiaries of Holdings party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of June 9, 2008 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement") by and among the Borrower, Holdings, the subsidiaries of Holdings party thereto, the several Lenders from time to time party thereto and the Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Lenders, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

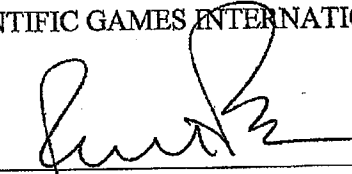
- (i) all letters patent of the United States, any other country or any political subdivision thereof of a Grantor, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule I, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule I, and (iii) all rights to obtain any reissues or extensions of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

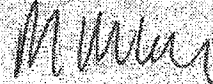
SCIENTIFIC GAMES INTERNATIONAL,  
INC.,

by



Name: ROBERT C. BECKER  
Title: TREASURER

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by 

Name: Brendan M. Poe  
Title: Vice President

[3280698]

# Schedule I

COUNTRY	TITLE	FORMATTED SERIAL NUMBER	ASSIGNEE
US	<u>System and Method for a Terminal-Based Lottery Game with Subsequent Interactive Component</u>	12/189,318	Scientific Games International, Inc.
US	<u>Poker Slots</u>	12/356,591	Scientific Games International, Inc.

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