

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scientific Games SA, Inc.		08/10/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Association:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3127294	DREAM TEAM
Registration Number:	2612712	FAILSAFE
Registration Number:	2659019	FOUREAL
Registration Number:	2725718	GO TO
Registration Number:	2799859	LUCKY DICE
Registration Number:	2553503	ROCK PAPER SCISSORS
Registration Number:	2730048	ULTIMATE CASH CIRCUIT
Registration Number:	2685389	WINNING CONCEPTS
Registration Number:	2603175	WORD SEARCH

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 301-638-0511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.

OP \$240.00 3127294

Address Line 1: attn: Penelope J.A. Agodoa
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	31898
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/17/2007

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August [10], 2007 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Scientific Games SA, Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") party to the Credit Agreement referred to below.

Reference is made to the Amended and Restated Credit Agreement dated as of December 23, 2004, as amended and restated as of January 24, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Scientific Games Corporation, a Delaware corporation (the "Borrower"), the Lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement as in effect on the date hereof.

WHEREAS, as required by the Credit Agreement, the Grantor has become a party to the Guarantee and Collateral Agreement dated as of December 23, 2004 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") made by the Borrower and certain of its subsidiaries in favor of the Administrative Agent.

WHEREAS, in connection with the Credit Agreement, the under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a first priority security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Agents and the Lenders, and has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Agents and the Lenders, a security interest in all of its right, title and interest in and to the following (the "Intellectual Property Collateral"), whether now owned or at any time hereafter acquired by such Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for

any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) *all income, royalties, damages and other payments now and hereafter due and/or payable* with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) *all income, royalties, damages and other payments now and hereafter due and/or payable* with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) *all income, royalties, damages and other payments now and hereafter due and/or payable* with respect thereto (including, without limitation, payments under all licenses entered

into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing;

provided that the Intellectual Property Collateral shall not include (i) any application to register Trademarks in the U.S. Patent and Trademark Office based upon the Grantor's "intent to use" such Trademark (but only if the grant of security interest to such intent-to-use Trademark violates 15 U.S.C. § 1060(a)) unless and until a "Statement of Use" or "Amendment to Allege Use" is filed in the U.S. Patent and Trademark Office with respect thereto, at which point the Intellectual Property Collateral shall include, and the security interest granted hereunder shall attach to, such application or (ii) any lease, license, contract, property right or agreement to which the Grantor is a party or any of its rights or interests thereunder if and only for so long as the grant of a security interest hereunder shall constitute or result in a breach, termination or default under any such lease, license, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law or principles of equity) (an "Excluded Asset"); provided, however, that any portion of any such lease, license, contract, property right or agreement shall cease to constitute an Excluded Asset pursuant to this clause at the time and to the extent that the grant of a security interest therein does not result in any of the consequences specified above.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. *This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.*


SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. *The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or Credit Agreement, as applicable, shall govern.*

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

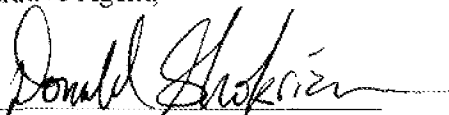
SCIENTIFIC GAMES SA, INC.,

By:



Name: Ira Raphaelson
Title: General Counsel & Secretary

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

By: 
Name: **DONALD S. SHOKRIAN**
Title: **Managing Director**

TRADEMARKS:

Mark	Ctry	Serial No	Filed	Reg No	Issued	Status	Assignee
DREAM TEAM	US	76/514,655	5/16/2003	3,127,294	8/8/2006	Registered	Oberthur Gaming Technologies Corp
FAILSAFE	US	76/348,127	12/13/2001	2,612,712	8/27/2002	Registered	Oberthur Gaming Technologies Corp
FOUREAL	US	76/349,135	12/17/2001	2,659,019	12/8/2002	Registered	Oberthur Gaming Technologies Corp
GO TO	US	76/359,955	1/18/2002	2,725,718	6/10/2003	Registered	Oberthur Gaming Technologies Corp
ICASH	AU			1086337	11/17/2005	Registered	Oberthur Gaming Technologies Corp
ICASH	CTM			4754479	10/17/2006	Registered	Oberthur Gaming Technologies Corp
LUCKY DICE	US	76/437,118	8/2/2002	2,799,659	12/30/2003	Registered	Oberthur Gaming Technologies Corp
MEGA PLAY	CTM			4704151	12/4/2006	Registered	Oberthur Gaming Technologies Corp
MEGA PLAY	AU			1081622	10/19/2005	Registered	Oberthur Gaming Technologies Corp
ROCK PAPER SCISSORS	AU			890912	2/10/2001	Registered	Oberthur Gaming Technologies Corp
ROCK PAPER SCISSORS	US	75/846,832	11/10/1999	2,553,503	3/26/2002	Registered	Oberthur Gaming Technologies Corp
ROCK PAPER SCISSORS	NZ			646766	10/9/2001	Registered	Oberthur Gaming Technologies Corp
ROCK PAPER SCISSORS	HU			176461		Registered	Oberthur Gaming Technologies Corp
ROCK PAPER SCISSORS	CTM			7687077	8/25/2003	Registered	Oberthur Gaming Technologies Corp
ULTIMATE CASH CIRCUIT	US	76/243,345	4/20/2001	2,730,048	6/24/2003	Registered	Oberthur Gaming Technologies Corp
WINNING CONCEPTS	US	76/187,405	12/29/2000	2,685,389	2/11/2003	Registered	Oberthur Gaming Technologies Corp
WINNING CONCEPTS	CA			1,092,339	1/30/2003	Registered	Oberthur Gaming Technologies Corp
WORD SEARCH	US	76/257,083	5/16/2001	2,603,175	7/30/2002	Registered	Oberthur Gaming Technologies Corp