

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 International, Inc.		12/04/2007	CORPORATION: DELAWARE
Scientific Games Corporation		12/04/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
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:	3299250	BETJET
Registration Number:	3277110	CLEARBET
Registration Number:	3013517	MAUI MONEY
Registration Number:	2643402	RACING ACTION
Registration Number:	2855707	RADDS
Registration Number:	2888490	REAL PEOPLE LOTTERY DRAWS
Registration Number:	2904259	TELECOM GAME FACTORY
Registration Number:	3042117	TRUCKS & BUCKS
Serial Number:	78464004	FANTASY FOOTBALL CASH

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511

OP \$240.00 3299250

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:

32451

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

01/09/2008

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 4, 2007 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Scientific Games Corporation, a Delaware corporation (the "Borrower"), and Scientific Games International, Inc., a Delaware corporation (together with the Borrower, the "Grantors"), 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 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, each Grantor is 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, and under the terms of the Guarantee and Collateral Agreement, each Grantor has granted a first priority security interest in certain property, including, without limitation, certain Intellectual Property of such 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each 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 such 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 such 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 such Grantor accruing thereunder or pertaining thereto (“Copyrights”);

(d) (i) all licenses or agreements, whether written or oral, providing for the grant by or to such 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 such 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 applicable Grantor's "intent to use" such Trademark (but only if the grant of security interest in 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 any 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. Each 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 electronic transmission), 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.

[Remainder of page intentionally left blank.]

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 CORPORATION,

By:


Name: ROBERT C. BECKER
Title: VP & TREASURER

SCIENTIFIC GAMES INTERNATIONAL, INC.,

By:


Name: ROBERT C. BECKER
Title: TREASURER

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

By:

Name:
Title:

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.

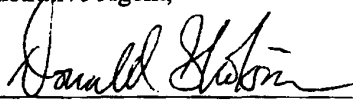
SCIENTIFIC GAMES CORPORATION,

By: _____
Name:
Title:

SCIENTIFIC GAMES INTERNATIONAL, INC.,

By: _____
Name:
Title:

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

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

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Scientific Games International, Inc.	BETJET	3,299,250	9/25/2007
Scientific Games International, Inc.	CLEARBET	3,277,110	8/7/2007
Scientific Games International, Inc.	MAUI MONEY	3,013,517	11/8/2005
Scientific Games International, Inc.	RACING ACTION	2,643,402	10/29/2002
Scientific Games International, Inc.	RADDS	2,855,707	6/22/2004
Scientific Games International, Inc.	REAL PEOPLE LOTTERY DRAWS	2,888,490	9/28/2004
Scientific Games International, Inc.	TELECOM GAME FACTORY	2,904,259	11/23/2004
Scientific Games International, Inc.	TRUCKS & BUCKS	3,042,117	1/10/2006

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Date Filed</u>
Scientific Games International, Inc.	FANTASY FOOTBALL CASH	78/464,004	8/9/2004

III. Patents

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Issuance Date</u>
Scientific Games International, Inc.	Method of playing a lottery game	5,613,679	12/31/2006

IV. Patent Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Application Number</u>	<u>Date Filed</u>
Scientific Games International, Inc.	Lottery ticket dispenser	11/750,464	5/18/2007
Scientific Games International, Inc.	Computer implemented simulated card game	11/377,481	3/16/2006
Scientific Games International, Inc.	Method and apparatus for providing a lottery game	11/580,556	10/13/2006
Scientific Games International, Inc.	Method and apparatus for providing a lottery game	11/580,557	10/13/2006
Scientific Games International, Inc.	Embedded optical signatures in documents	11/391,746	3/29/2006
Scientific Games International, Inc.	System and method for securing on-line documents using authentication codes	11/482,465	7/7/2006
Scientific Games International, Inc.	Lottery game having enhanced winnings	11/540,237	9/29/2006
Scientific Games International, Inc.	Pre-printed lottery tickets using a player activated electronic validation machine	11/412,340	4/27/2006
Scientific Games International, Inc.	Combination scratch ticket and on-line lottery game and ticket	11/436,166	5/17/2006
Scientific Games International, Inc.	System and method for implementing a lottery game having enhanced	11/541,876	10/2/2006

	winnings with pre-defined threshold		
Scientific Games International, Inc.	A lottery game card having a Sudoku game	11/594,371	11/9/2006
Scientific Games International, Inc.	Retailer optimization using market	11/601,259	11/17/2006
Scientific Games International, Inc.	A lottery game having a Sodoku [sic](Sudoku)-themed game	11/605,835	11/29/2006
Scientific Games International, Inc.	Lottery game having an independent raffle prize	11/703,531	2/7/2007
Scientific Games International, Inc.	Instant-win lottery game and ticket	11/788,514	4/20/2007
Scientific Games International, Inc.	Lottery game ticket and method of play	11/801,526	5/10/2007
Scientific Games International, Inc.	System and method for implementing a second game to non-winning players of a lottery game	11/842,207	8/21/2007
Scientific Games International, Inc.	Lottery game card with thermal ink to highlight game indicia "Magic Mark"	11/777,380	7/13/2007
Scientific Games International, Inc.	Lottery ticket having dual imaged indicia with scratch-off layer "Pure Mark"	11/777,476	7/13/2007
Scientific Games International, Inc.	Lottery ticket having matched indicia grid with row and column win indicators "Match Win"	11/894,266	8/21/2007
Scientific Games International, Inc.	System and method for securing charitable game of chance cards and tickets	11/856,899	9/27/2007
Scientific Games International, Inc.	Electronic gaming devices	11/862,267	9/28/2007
Scientific Games International, Inc.	Improved multiplier for lottery game	11/865,997	10/6/2007
Scientific Games International, Inc.	Location verification for wagering game	60/949,645 (Provisional)	7/13/2007
Scientific Games International, Inc.	Retail ticket-vending terminal	29/269,569	12/1/2006
Scientific Games Corporation	Lottery game with interactive game indicia selection	11/484,924	7/10/2006
Scientific Games International, Inc.	Wagering terminal with account funding	60/868,378 (Provisional)	12/4/2006
Scientific Games International, Inc.	Lottery ticket bar code	11/447,653	6/5/2006
Scientific Games International, Inc.	Lottery ticket bar code	11/447,654	6/5/2006
Scientific Games International, Inc.	Game ticket circuits	60/923,383 (Provisional)	4/13/2007
Scientific Games International, Inc.	Game apparatus	11/411,639	4/26/2006
Scientific Games International, Inc.	Game apparatus	10/590,622	8/24/2006
Scientific Games Corporation	Game apparatus ticket	11/895,818	8/29/2007
Scientific Games International, Inc.	Multi-media system for lottery draws	10/845,792	1/14/2004

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RECORDED: 01/09/2008

TRADEMARK
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