

RECORDER
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05-19-1998

U.S. DEPARTMENT OF
Patent and Trademark



Tab settings

To the Honorable Commissioner of Patents and Trade

100715154

documents or copy thereof.

1. Name of conveying party(ies):
Bank of America Nevada

- Individual(s)
- General Partnership
- Corporation-State (NV)
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Mikohn Gaming Corporation

Internal Address: _____

Street Address : 1045 Palms Airport Drive

City: Las Vegas State: NV Zip: 89119

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State NV
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Agreement
- Merger
- Change of Name

Execution Date: November 24, 1997

4. Application number(s) or trademark

A. Trademark Application No.(s)
74/224,797

B. Trademark Registration
1,824,259 1,769,789

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nancy A. Butler

Internal Address: 16th Floor

Street Address: Katten Muchin & Zavis

525 W. Monroe

City: Chicago State IL ZIP: 6066

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

(Attach duplicate copy of this page if paid by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Nancy A. Butler
Name of Person

[Signature]
Signature

5/14/98
Date

Total number of pages including cover sheet, attachments, and document: 12

RECEIVED
COMMERCIAL
ASSIGNMENTS
SECTION
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FORM PTO-1384
(Rev. 8-83)
OMB No. 0531-0211 (exp. 4/94)



05-22-1995



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks, 10000 0259 original documents or copy thereof.

1. Name of conveying party(ies):

MINDOIN GAMING CORPORATION

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 21, 1995

2. Name and address of receiving party(ies)

Name: Bank of America Nevada

Internal Address: Commercial Banking #2006

300 South 4th Street,

Street Address: 2nd Floor

City: Las Vegas

State: NV

ZIP: 89101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other: a Nevada banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74-224,797

B. Trademark Registration No.(s)

1,824,259

1,769,789

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Bank of America National Trust and Savings Association

Name:

Internal Address: Legal Department #4017

Attn: Margaret Lehmann

Street Address: 555 South Flower Street

Suite 800

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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050 MH 05/11/95 74224797

1 482

50.00 CK

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Margaret Lehmann

Name of Person Signing

Signature

April 26, 1995

Date

Total number of pages including cover sheet, attachments, and document

10

**SECURITY AGREEMENT - GENERAL INTANGIBLES
(PATENTS, TRADEMARKS, COPYRIGHTS, COMPUTER SOFTWARE)**

1. **THE SECURITY.** The undersigned MIKORN GAMING CORPORATION ("Borrower") for valuable consideration hereby assigns and grants to BANK OF AMERICA NEVADA, a Nevada banking corporation ("Bank"), a security interest in any right, title, or interest of Borrower in or to the following described personal property, whether now owned or hereafter acquired ("Collateral"):

A. All patents and patent applications and all rights corresponding thereto throughout the world, and all unpatented or unpatentable developments and inventions.

B. All trademarks, service marks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Borrower's business connected with the use of, and symbolized by any of the above, and all property of Borrower necessary to produce any products sold under any of the above.

C. All copyright and copyrighted works, all derivative works thereof, all mask works of semiconductor chip products, and United States and/or foreign applications for registration and registrations thereof.

D. All computer software programs developed or to be developed by Borrower or in which Borrower asserts or could assert a proprietary interest; all personal property, including but not limited to source codes, object codes or similar information, which is necessary to the practical utilization of such programs; all tangible property of Borrower embodying or incorporating any such programs.

E. All trade secrets, proprietary information, customer lists, instructional materials, working drawings, manufacturing techniques, process technology documentation, and product formulations.

F. All rights to damages or profits due or accrued arising out of past, present or future infringement of the Collateral or injury to Borrower's good will connected with the use of the Collateral and the right to sue therefor.

G. All renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any Collateral.

H. All proceeds of any Collateral.

2. **THE INDEBTEDNESS.** The Collateral secures and will secure all indebtedness of Borrower to Bank. For the purposes of this Agreement, "Indebtedness" shall mean all loans and advances made by Bank to Borrower and all obligations and liabilities of Borrower to Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent (including but not limited to obligations of Borrower as a guarantor of the indebtedness of another), and whether incurred directly or acquired by Bank by assignment or otherwise. Unless Borrower shall

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- 1 -

TRADEMARK ^{PAGE 2}
REEL: 1353 FRAME: 0421

TRADEMARK
REEL: 1736 FRAME: 0161

have otherwise agreed in writing, "Indebtedness" shall not include "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending Act or any regulations promulgated thereunder.

3. **WARRANTIES AND REPRESENTATIONS.** Borrower represents and warrants to Bank as follows:

A. Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which Borrower has any right, title, or interest, throughout the world.

B. Borrower has full power and authority to execute this Agreement and perform its obligations hereunder, and to subject the Collateral to the security interest transferred hereby, and Borrower has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

C. Borrower is the lawful owner of the entire right, title and interest in and to all the Collateral, free and clear of all liens, charges, encumbrances, claims of infringement, setoffs, counterclaims, licenses, shop rights, and covenants not to sue third persons, except as Bank has consented to in writing.

4. **BORROWER'S COVENANTS.** Borrower covenants and agrees that, unless compliance is waived by Bank in writing:

A. Borrower will at its expense properly maintain the Collateral and shall not fail to renew and shall not otherwise abandon any Collateral. Borrower will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto; Borrower also will promptly make application on any patentable but unpatented inventions, registrable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works.

B. Borrower will at its expense protect and defend all rights in the Collateral against any claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral. Borrower will not license or transfer any of the Collateral except with Bank's prior written consent.

C. Borrower will notify Bank in writing prior to any change in Borrower's place of business or, if Borrower has or acquires more than one place of business, prior to any change in Borrower's chief executive office or headquarters.

D. Borrower will promptly notify Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and

unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A hereto. Borrower authorizes Bank, without notice to Borrower, to modify this Agreement by amending Exhibit A to include any such Collateral.

E. Borrower will promptly notify Bank of any legal process which is levied against the Collateral and any other event which may have a material adverse effect on the value of the Collateral (including, but not limited to, conduct which might infringe on any Collateral) or the rights and remedies of Bank in relation thereto, and Borrower will enforce all rights in the Collateral against any and all infringers thereof.

F. Borrower will, at the request of Bank, execute such other agreements, documents or instruments in connection with this Agreement as Bank may reasonably deem necessary, including, but not limited to, those documents prepared by Bank which, at Bank's option, Bank chooses to record with any governmental entity, in any State or at the Federal level or in any foreign country, relating to the security interest Bank holds in the Collateral.

G. Borrower will pay to Bank, on demand, the amounts of any fees required to be paid in connection with recordation of this Agreement or any other agreement, document, or instrument evidencing Bank's security interest and any other rights in or to the Collateral.

5. DEFAULTS. Borrower shall be in default under this Agreement upon the happening of any one or more of the following events:

A. Default in the payment or performance of any obligation, covenant, or liability contained or referred to herein or under any indebtedness secured hereby.

B. Breach of any term, provision, warranty or representation under this Agreement, or under any other security agreement, or other contract between Borrower and Bank, or any other obligation of Borrower to Bank.

C. Any warranty, representation, or statement made or furnished to Bank by or on behalf of Borrower, including, but not limited to, statements made by Borrower in any financial or credit statement or application for credit made prior to this Agreement, proves to have been false in any material respect when made or furnished.

D. Loss, theft, damage, destruction, or the danger of misuse or confiscation of the Collateral in the opinion of Bank, or sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon.

E. Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Borrower or any guarantor or surety for Borrower.

6. **BANK'S REMEDIES AFTER DEFAULT.** In the event of any default Bank may do any one or more of the following:

- A. Declare any Indebtedness secured hereby immediately due and payable.
- B. Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other law.
- C. Enforce any other security interests granted by Borrower to Bank.

7. **MISCELLANEOUS.**

A. In the event of a sale of Collateral (whether under power of sale herein granted, pursuant to judicial process or otherwise), Borrower will duly execute and acknowledge all documents necessary or advisable to record title to such Collateral in the name of the purchaser, including, without limitation, valid and recordable assignments of such Collateral.

B. Borrower hereby appoints Bank, effective upon the occurrence of a default hereunder, Borrower's attorney-in-fact, with full authority to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement. Such appointment of Bank as Borrower's attorney-in-fact is coupled with an interest and is irrevocable.

C. Any waiver, expressed or implied, of any provision hereunder and any delay or failure by Bank to enforce any provision shall not preclude Bank from enforcing any such provision thereafter.

D. This Agreement shall be governed by and construed according to the laws of the State of Nevada, to the jurisdiction of which Borrower submits.

E. All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

F. All terms not defined herein are used as set forth in the Uniform Commercial Code.

G. In the event of any action by Bank to enforce this Agreement or to protect the security interest of Bank in the Collateral, Borrower agrees to pay the costs thereof, reasonable attorney's fees and other expenses.

H. This Agreement and any agreement or document attached hereto, referred to herein or executed concurrently herewith, integrate all the terms and conditions

mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect to the subject matter hereof.

Dated: April 2 1995.

MIKOHN GAMING CORPORATION

By: *Ronald J. Radcliffe*
Ronald J. Radcliffe
Title: Vice President

By: _____

Title: _____

BANK OF AMERICA NEVADA

By: *Judy A. Crosswhite*
Judy A. Crosswhite
Title: Vice President

By: _____

Title: _____

EXHIBIT A

PATENTS

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s) Name</u>	<u>Title</u>
U.S.	5,344,144	September 6, 1994	Joseph W. Canon	M/PROGRESSIVE JACKPOT GAMING SYSTEM WITH ENHANCED ACCUMULATOR
U.S.	5,280,909	January 25, 1994	Daniel A. Tracy	M/GAMING SYSTEM WITH PROGRESSIVE JACKPOT
U.S.	5,116,055	May 26, 1992	Daniel A. Tracy	M/PROGRESSIVE JACKPOT GAMING SYSTEM LINKING GAMING MACHINES WITH DIFFERENT HIT FREQUENCIES AND DENOMINATIONS
U.S.	4,496,160	January 29, 1985	Michael Wichinsky; Leroy N. Gutknecht	COIN PROJECTING AND TARGET GAME APPARATUS

TRADEMARK

REEL: 1736 FRAME 01667
TRADEMARK

REEL: 1736 FRAME 01667

EXHIBIT A

PENDING PATENT APPLICATIONS

<u>Country</u>	<u>Application Serial No.</u>	<u>Application Filing Date</u>	<u>Inventor(s) Name</u>	<u>Title</u>
NONE				

EXHIBIT A

TRADEMARKS AND SERVICE MARKS

<u>State or Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark or Service Mark</u>
U.S.	1,824,259	March 1, 1994	MIKOHN
U.S.	1,769,789	May 11, 1993	CASINO PRODUCTS

TRADEMARK *PAGE 9*
REEL: 1353 FRAME: 0428

TRADEMARK
REEL: 1736 FRAME: 0168

EXHIBIT A

PENDING TRADEMARK AND
SERVICE MARK APPLICATIONS

<u>State or Country</u>	<u>Application Serial No.</u>	<u>Application Filing Date</u>	<u>Trademark or Service Mark</u>
U.S.	74-224,797		CASINO SIGNS

Very truly yours,

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By: Margaret E. Lehmann
Margaret E. Lehmann
Paralegal
(213) 228-2506

MEL/wsd
Enclosures

cc: Dave Masterson, Las Vegas Legal #5258
Judy Crosswhite, Commercial Banking Division -
South #2006

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RECORDED: 05/02/1995

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REEL: 1353 FRAME: 0430

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REEL: 1736 FRAME: 0170

170A

RELEASE OF PATENT AND TRADEMARK ASSIGNMENT

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, is the owner and holder of the Note secured an assignment of patents and trademarks evidenced by that certain Security Agreement - General Intangibles (Patents, Trademarks, Copyrights, Computer Software) made by MIKOHN GAMING CORPORATION, a Nevada corporation which was recorded with the United States Patent and Trademark Office on May 2, 1995, on Reel/Frame #1353/0420.

WHEREAS, the indebtedness secured by said assignment has been satisfied in full and Bank of America National Trust and Savings Association does hereby **GRANT** and **RECONVEY** unto **THE PARTIES ENTITLED THERETO**, without warranty, express or implied, all of the interest under said assignment.

Bank of America National Trust and Savings Association

By: *Gary Richerson*

Gary Richerson, Vice President

Dated: 11/24/97

STATE OF Arizona }
COUNTY OF Maricopa } ss:

This instrument was acknowledged before me this 24th day of November 1997, by Gary Richerson, as Vice President of Bank of America National Trust and Savings Association. In witness whereof I hereunto set my hand and official seal.

Lynda H. Francis
Notary Public

