

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Cash Access L.L.C.		03/10/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A.
Street Address:	1850 Gateway Blvd.
Internal Address:	5th Floor
City:	Concord
State/Country:	CALIFORNIA
Postal Code:	94520
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2133474	GLOBAL CASH ACCESS
Registration Number:	2800174	ACM
Registration Number:	2719608	ACM
Registration Number:	2764949	QUIKPLAY
Registration Number:	1578102	QUIK CASH
Serial Number:	78311158	QUIKMEDIA
Serial Number:	76298357	QUIKMARKETING
Serial Number:	78380451	QUIKCASH

CORRESPONDENCE DATA	
Fax Number:	(212)859-4000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212.859.8000
Email:	craig.brody@friedfrank.com
Correspondent Name:	Fried Frank Harris Shriver & JacobsonLLP

OP \$215.00 2133474

Address Line 1: One New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 30029-28

NAME OF SUBMITTER: Craig J. Brody

Total Attachments: 5
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Dated: March 10, 2004

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GLOBAL CASH ACCESS, L.L.C., a Delaware limited liability company (the "Assignor"), hereby assigns and grants to Bank of America, N.A., as Collateral Agent, (the "Assignee"), a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto, but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office;

(iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor, the Assignee and certain other parties dated as of the date hereof, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

GLOBAL CASH ACCESS, L.L.C, as Assignor

By: [Signature]
Name:
Title:

BANK OF AMERICA, N.A., as Collateral Agent, as Assignee

By: _____
Name:
Title:

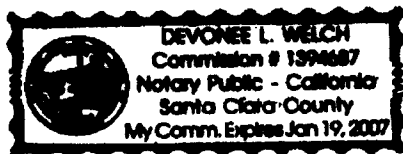
STATE OF California
County OF Santa Clara

The foregoing instrument was acknowledged before me this 8th day of March, 2004 by Kirk Sanford as President of Global Cash Access, L.L.C, a Delaware limited liability company, on behalf of Global Cash Access, L.L.C.

My commission expires:

Notarial Seal

[Signature]
Notary Public



[Patents & Trademarks Assignment]

TRADEMARK
REEL: 002817 FRAME: 0484

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

GLOBAL CASH ACCESS, L.L.C, as Assignor

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Collateral Agent, as Assignee

By: *Gina Meador*
Name: GINA MEADOR
Title: Vice President

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of Global Cash Access, L.L.C, a Delaware limited liability company, on behalf of Global Cash Access, L.L.C.

My commission expires:

Notarial Seal

Notary Public

[Patents & Trademarks Assignment]

Schedule A to Patent and Trademark Assignment

PATENTS AND PATENT APPLICATIONS

No.	Date	Issue Title	Inventor
09/698,553	10/27/00	Cashless Gaming System	Kirk Sanford
10/292,211	11/8/02	Automated Cashier Machine	Kirk Sanford
10/291,209	11/8/02	Credit Card Transaction Without Using a PIN with Automated Cashier Machine	Kirk Sanford

PATENT LICENSES

No.	Licensee	Patent Number	Date
USA Payments, a Nevada corporation	Global Cash Access, L.L.C., a Delaware limited liability company	U.S. 6,081,792 ("ATM and POS Terminal and Method of Use Thereof")	12/10/03

Schedule B to Patent and Trademark Assignment

TRADEMARKS

Trademark	Registration Number	Registration Date
GLOBAL CASH ACCESS	2,133,474	1/27/98
ACM	2,800,174	12/30/03
ACM Stylized	2,719,608	5/27/03
QUIKPLAY	2,764,949	9/16/03
QUIK CASH	1,578,102	1/16/90 (renewed 1/16/00)

TRADEMARK APPLICATIONS

Trademark	Serial Number	Filing Date
QUIKCREDIT	76/229,366	3/22/01
QUIKMEDIA	76/234,733	4/3/01
QUIKMEDIA	78/311,158	10/8/03
QUIKRESERVATIONS	76/260,789	5/21/01
QUIKMARKETING	76/298,357	8/10/01
QUIKCASH	78/380,451	3/8/04

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