

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		05/02/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	1466437	MINI KENO
Registration Number:	1465650	HOLD AND DRAW
Registration Number:	1466436	HOLD AND DRAW BINGO
Registration Number:	2166729	MYSTERY JACKPOT
Registration Number:	2000899	GAMES OF NEVADA
Registration Number:	2043083	MVP
Registration Number:	2043081	MIKOHNVISION
Registration Number:	2043082	MIKOHN
Registration Number:	1824259	MIKOHN
Registration Number:	2229600	MONEYTIME
Registration Number:	2232023	CASINOLINK
Registration Number:	2330725	SAFEJACK
Registration Number:	2228181	SAFEBAC

CH \$1040.00 1466437

Registration Number:	2303420	SUPERLINK
Registration Number:	2281404	X SLOT
Registration Number:	2276083	DRAGON HUNT
Registration Number:	2323542	HOT POTATO
Registration Number:	2320754	ROLLN' BONUS
Registration Number:	2274648	WILD ARUBA STUD
Registration Number:	2369431	WILD ARUBA STUD
Registration Number:	2420050	TABLELINK
Registration Number:	2526014	MIKOHN
Registration Number:	2521154	MIKOHN
Registration Number:	2436607	MIKOHN
Registration Number:	2368411	TRE CARD STUD
Registration Number:	2189458	ARUBA RUM 32
Registration Number:	2108501	CARIBBEAN DRAW
Registration Number:	2218521	CARIBBEAN DRAW POKER
Registration Number:	1787117	CARIBBEAN STUD
Registration Number:	1568546	CARIBBEAN STUD
Registration Number:	1548674	A K Q J 10 ANTE BET CARIBBEAN STUD ENTERPRISES
Registration Number:	2227623	CARIBBEAN STUD POKER
Registration Number:	2127925	PGI
Registration Number:	2127934	PGI
Registration Number:	2458905	PROGRESSIVE BLACK JACK
Registration Number:	2093714	ROULOTTO
Serial Number:	76181900	THINK BIG
Serial Number:	76269638	PROGRESSIVE JACKPOT PAI GOW POKER
Serial Number:	76269871	PROGRESSIVE BAD BEAT STUD POKER
Serial Number:	76266622	ADVENTURES IN TRIVIA
Serial Number:	76194307	PROGRESSIVE BLACKJACK

CORRESPONDENCE DATA

Fax Number: (702)382-4805
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (702) 382-4804
Email: CMiller@WeideMiller.com
Correspondent Name: Chad W. Miller
Address Line 1: 7251 West Lake Mead Blvd., Suite 530

Address Line 2: Weide & Miller, Ltd.
Address Line 4: Las Vegas, NEVADA 89128

ATTORNEY DOCKET NUMBER:	MIKOHN.0297G
NAME OF SUBMITTER:	Chad W. Miller
Signature:	/Chad W. Miller/
Date:	04/07/2006

Total Attachments: 23

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SALE AND ASSIGNMENT AGREEMENT

This SALE AND ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 2, 2005, between CAPITALSOURCE FINANCE LLC, a Delaware limited liability company ("Assignee"), and WELLS FARGO FOOTHILL, INC., a California corporation, formerly known as Foothill Capital Corporation ("Assignor").

WHEREAS, pursuant to that certain Loan and Security Agreement (as amended from time to time prior to the date hereof, the "Loan Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement), dated as of February 14, 2002, by and among Lender, on the one hand, and Mikohn Gaming Corporation, a Nevada corporation ("Borrower"), and the other Obligor identified on the signature pages thereof, on the other, Lender extended a credit facility to Borrower (hereinafter referred to as the "Loan"); and

WHEREAS, the Loan Agreement and the other documents, agreements and instruments listed on Exhibit A attached hereto are collectively referred to herein as the "Loan Documents"; and

WHEREAS, Assignee has advised Assignor that Assignee wishes to purchase from Assignor all of Assignor's right, title and interest in, to, and under the Loan and the Loan Documents (collectively, the "Claims") on and as of the Closing Date (as hereinafter defined), upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending legally to be bound thereby, the parties hereby agree as follows:

1. Sale of Claims; Payment of Purchase Price. Effective upon the Closing (as defined below) and subject to the terms and conditions contained herein, Assignor hereby sells, transfers, and assigns to Assignee, and Assignee hereby purchases and accepts from Assignor, in each case on and as of the Closing Date provided for herein, all of Assignor's right, title and interest, in, to, and under the Claims, all upon the terms and conditions set forth herein. The consummation of the assignment transaction contemplated hereby shall be effected at a closing (the time of the consummation of the assignment transaction provided for herein being referred to herein as the "Closing") which is to occur on the date hereof (such date being referred to herein as the "Closing Date"), at the offices of Assignor's special counsel, Jeffer, Mangels, Butler & Marmaro LLP, at 1900 Avenue of the Stars, 7th Floor, Los Angeles, CA 90067, or such other location upon which the parties may agree. The consideration to be paid by Assignee to Assignor for the Claims upon the Closing hereunder will be cash in an amount (the "Purchase Price") equal to the aggregate amount set forth on Exhibit B attached hereto, which shall be paid in immediately available funds in such amount on the Closing Date upon the consummation of the Closing hereunder. The sale, transfer and assignment of the Claims and the Loan Documents hereunder is and shall be without recourse, representation or warranty, except as expressly

provided in this Agreement. Assignor agrees to remit to Assignee, no later than ninety (90) days following the Closing Date, any unused portion of the reserve included in the Claims.

2. Representation and Warranties of Assignor: Assignor hereby represents and warrants to Assignee as follows:

(a) Assignor is a corporation organized under the laws of the State of California and has all requisite power and authority to execute and deliver, and to perform, all of its obligations under this Agreement and all instruments and other documents executed and delivered by Assignor in connection herewith. Assignor at all relevant times has had the requisite power and authority to execute and deliver and to perform its obligations under each of the Loan Documents.

(b) The execution, delivery and performance of this Agreement by Assignor have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of Assignor's shareholders, (ii) violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Assignor or any provision of Assignor's charter or by-laws, (iii) result in a breach or constitute a default under any indenture or loan or credit agreement (including, without limitation, the Loan Agreement) or other material agreement to which Assignor is a party or by which it is bound, or (iv) require any authorization, consent, approval, license, exemption by or from, or filing or registration with, any court, executive or legislative body, governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(c) This Agreement constitutes a legal, valid and binding obligation of Assignor enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, receivership, insolvency or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

(d) Except as otherwise set forth herein, Assignor has not:

(i) sold, pledged, assigned, transferred, disposed or terminated, in whole or in part, or

(ii) entered into any agreement (other than this Agreement) to sell, pledge, assign, transfer, dispose of or terminate, in whole or in part, any of its right, title and interest in and to the Claims or any of the Loan Documents or any of its rights under or in connection with the Claims or any of the Loan Documents. Assignor owns the Claims free and clear of any lien, claim or encumbrance whatsoever. Upon the sale, assignment and transfer hereunder of the Claims to Assignee, Assignee will receive good title to the Claims, and the Claims will be free and clear of all liens, claims or other encumbrances.

(e) The Loan Documents delivered by Assignor to Assignee on the Closing Date constitute the originals of the Loan Documents listed on Exhibit A attached hereto (unless otherwise indicated by an asterisk next to the description of such Loan Document on Exhibit A), and such Loan Documents have not been amended, waived, modified, or supplemented other than by Loan Documents listed on Exhibit A attached hereto.

(f) The aggregate amount of Assignor's Claims against Borrower as of the date of this Agreement is set forth on Exhibit B attached hereto, which total is comprised of the respective amounts of principal, interest, fees, and other amounts (including an expense reserve) owing in respect of the Loan Documents, as determined as of the date hereof.

(g) Assignor acknowledges that except as expressly set forth in this Agreement, the assignment and transfer of the Claims by Assignor to Assignee upon the Closing is irrevocable, and is without warranty or representation of any kind or character by Assignee except as expressly provided in this Agreement. Assignor shall have no recourse to the Claims or Assignee except with respect to remedies resulting from breaches of this Agreement and indemnities expressly set forth in this Agreement.

3. Representation and Warranties of Assignee. Assignee hereby represents and warrants to Assignor as follows:

(a) Assignee is a limited liability company organized under the laws of the State of Delaware and has all requisite power and authority to execute and deliver, and to perform, all of its obligations under this Agreement and all instruments and other documents executed and delivered by Assignee in connection herewith.

(b) The execution, delivery and performance of this Agreement by Assignee have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of Assignee's shareholders, (ii) violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Assignee or any provision of Assignee's organizational documents, (iii) result in a breach or constitute a default under any indenture or loan or credit agreement or other material agreement to which Assignee is a party or by which it is bound, or (iv) require any authorization, consent, approval, license, exemption by or from, or filing or registration with, any court, executive or legislative body, governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(c) This Agreement constitutes a legal, valid and binding obligation of Assignee enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, receivership, insolvency or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

(d) Assignee has made such examination, review and investigation of the Loan Documents and the Claims, and of any and all facts and circumstances necessary to evaluate the Loan Documents and the Claims it has deemed necessary or appropriate. Except for the representations and warranties expressly made by Assignor herein: (i) Assignee has been and will continue to be solely responsible for the making of Assignee's own independent investigations as to all aspects of the transactions contemplated hereby, including but not limited to: (A) the authorization, execution, legality, validity, effectiveness, genuineness, enforceability, collectibility, and sufficiency of the Claims and the Loan Documents, (B) the adequacy of collateral or perfection of any security interests or liens held by Assignor in connection with the Loan Documents and the Claims, and (C) the status, affairs, financial condition, operations, prospects, business, property, assets and creditworthiness of Borrower and the other Obligor,

and any actions taken and to be taken under or in connection with the Claims and the Loan Documents; and (ii) Assignee has not relied upon any express or implied, written or oral representation, warranty, or other statement by Assignor concerning any of the foregoing.

(e) Assignee is acquiring the Claims without any view either to participate in (other than as described in this Agreement), or to sell the Claims in connection with, any public distribution thereof, and Assignee has no intention of making any distribution of the Claims in a manner which would violate applicable securities laws; provided, however, that nothing in this Agreement shall restrict or limit in any way Assignee's ability and right to dispose of all or part of the Claims in accordance with such laws if at some future time Assignee deems it advisable to do so; and, provided, further, that Assignee and any party acquiring all or any portion of the Claims or any proceeds hereof from Assignee must agree in writing with Assignor to be bound (or to continue to be bound) by the provisions of Sections 7 and 15 hereof.

4. Deliveries by Assignor Subsequent to Closing Date. If Assignor shall, subsequent to the Closing, receive (a) any note or other obligation issued by Borrower in substitution or replacement of the Claims, or (b) any cash, securities or other property distributed or paid by Borrower in connection with the Claims, Assignor shall accept the same as Assignee's agent for such limited purpose and hold the same in trust for such limited purpose on behalf of and for the benefit of Assignee, and shall deliver the same promptly to Assignee in the same form received, with the endorsement (without recourse, representation or warranty) of Assignor when necessary or appropriate.

5. Returned Payment Amounts. Effective upon the Closing, Assignee agrees that, if any transfer or payment made to Assignor by Borrower prior to the Closing Date in respect of the obligations of Borrower upon the Loan Documents is, in whole or in part, rescinded, voided, or must otherwise be returned by Assignor in connection with any bankruptcy, reorganization, receivership, insolvency, or other similar proceedings with respect to Borrower (each such rescinded, voided, or otherwise returned amount of each such transfer or payment being referred to therein as "Returned Payment Amount"), then, no later than ninety (90) business days after Assignee's receipt of notice in writing from Assignor specifying such Returned Payment Amount and requesting Assignee to purchase Assignor's claim against Borrower for such Returned Payment Amount, Assignee shall purchase from Assignor such Claim for such Returned Payment Amount for cash in an amount equal to one hundred percent (100%) of such Returned Payment Amount, together with interest, commencing on the date thirty (30) business days after Assignee's receipt of such notice from Assignor and ending on the date of such purchase, at the Base Rate as in effect from time to time, with such amounts to be paid to Assignor by wire transfer of immediately available funds. Assignor shall assign such claim to Assignee, without recourse, representation, warranty of any kind, against receipt of such funds from Assignee. Assignor agrees to provide Assignee with notice of any Returned Payment Amount promptly after any of its officers responsible for this account obtains knowledge thereof.

6. Further Assurances. Effective upon the Closing, Assignor and Assignee each hereby covenant and agree to execute and deliver all such documents and to take such further actions as the other may reasonably deem necessary, from time to time, to carry out the intent and purpose of this Agreement and to consummate the transactions contemplated hereby,

provided that all such documents executed and actions taken by Assignor shall be without recourse, representation or warranty of any kind, except as expressly provided in this Agreement.

7. Indemnity.

(a) Effective upon the Closing, Assignee hereby indemnifies Assignor and agrees to hold Assignor harmless from and against any and all costs, expenses, liabilities and damages (including reasonable attorneys' fees and disbursements) incurred by Assignor in connection with or arising out of any misrepresentation by Assignee or any breach by Assignee of any warranty or any other provision set forth in this Agreement.

(b) Effective upon the Closing, Assignor hereby indemnifies Assignee and agrees to hold Assignee harmless from and against any and all costs, expenses, claims, actions, liabilities and damages (including reasonable attorneys' fees and disbursements) relating to or arising out of any misrepresentation by Assignor or any breach by Assignor of any warranty or any other provision set forth in this Agreement.

8. Conditions Precedent.

(a) The obligations of Assignor under this Agreement, other than the provisions of Section 15 below, shall be subject to the satisfaction (or express waiver in writing by Assignor) of the following conditions precedent, on or prior to the Closing Date:

(i) Assignee shall have paid to Assignor the Purchase Price as provided herein;

(ii) Assignee shall have complied with all of the terms and conditions set forth herein;

(iii) All of the representations and warranties set forth in Section 3 hereof shall be true and correct as of the Closing Date; and

(iv) Borrower shall have consented in writing to the assignment of the Claims contemplated hereby pursuant to the Consent and Release to Assignment Agreement, the form of which is attached hereto as Exhibit C.

(b) The obligations of Assignee under this Agreement, other than the provisions of Section 15 below, shall be subject to the satisfaction (or express waiver in writing by Assignee) of the following conditions precedent, on or prior to the Closing Date:

(i) Assignor shall have delivered to Assignee the originals of the Loan Documents;

(ii) Assignor shall have executed and delivered to Assignee any assignments or similar documents as Assignee shall have reasonably requested in order to assign, as of record, to Assignee the security interests granted by Borrower and the other Obligors to Assignor in connection with the Loan Documents, in each case without recourse, representation, or warranty of any kind, except as expressly provided in this Agreement;

(iii) All of the representations and warranties of Assignor set forth in Section 2 hereof shall be true and correct as of the Closing Date; and

(iv) Borrower shall have consented in writing to the assignment of the Claims contemplated hereby pursuant to the Consent and Release to Assignment Agreement, the form of which is attached hereto as Exhibit C.

9. Survival. The agreements, representations and warranties of the parties contained herein shall survive the consummation of the transactions contemplated hereby.

10. Choice of Law and Venue; Jury Trial Waiver.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.. EACH PARTY WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10(b).

(c) EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER AND SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. Integration. This Agreement, together with the other documents delivered in connection herewith, sets forth the entire agreement and understanding of the parties hereto, and supersedes all prior agreements and understandings between the parties hereto with respect to the transactions contemplated hereby. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective successors and assigns.

12. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken

together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

13. Amendments. This Agreement may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

14. Notices.

(a) All notices between the parties shall be in writing and shall be served either personally, by certified first-class mail, postage prepaid, by overnight courier service of recognized standing, or by telefacsimile. If served personally, notice shall be deemed given and received at the time of such service to a responsible officer of the party to which it is directed. If served by certified first-class mail, notice shall be presumed given and made five (5) Business Days after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom said notice is to be given or made. If served by overnight courier of recognized standing promising delivery no later than 11:00 A.M. on the first Business Day immediately following deposit with such courier, notice shall be presumed given and received on the first Business Day after deposit with such courier, addressed to the party to whom said notice is to be given or made, if such deposit is timely and appropriate in accordance with the requirements of such courier service. If served by telefacsimile, notice shall be presumed given made at the time of the dispatch thereof, if such dispatch is completed no later than 3:00 p.m., local time, during a Business Day, in the city of receipt, or otherwise at the opening of business in such city on the following Business Day.

(b) All notices to Assignee shall be given to it at:

CapitalSource Finance LLC
4445 Willard Ave., 12th Floor
Chevy Chase, MD 20815
Attention: Scott A. Lessne,
General Counsel-Healthcare and Speciality Finance
Telephone: (301) 634-6748
Telecopier: (301) 841-2340

(c) All notices to Assignor shall be given to it at:

Wells Fargo Foothill, Inc.
2450 Colorado Avenue, Suite 3000 West
Santa Monica, CA 90404
Attention:
Telephone: (310) 453-7300
Telecopier: (310) 478-9788

with a copy to:

Jeffer, Mangels, Butler & Marmaro, LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067
Attention: Joel J. Berman, Esq.
Telephone: (310) 203-8080
Telecopier: (310) 203-0567

(d) The presumptions of receipt of notice appearing in this Section 14 shall be deemed rebutted if the receipt or records of the Post Office or the relevant courier service indicated the non-receipt or non-delivery of the particular item. Said parties may designate in writing from time to time other and additional places to which notices may be sent by giving notice in writing of such change in address to the other party as set forth in this Section 14.

15. Confidentiality. Each of the parties hereto agrees with the other that it shall hold in confidence and shall not disclose to any third party the specific terms and conditions of this Agreement or the content of the discussions and negotiations between Assignor and Assignee regarding the transactions contemplated hereby, except for disclosures required to substitute Assignee for Assignor in any litigation proceedings involving the Claims or the Loan Documents or disclosures required by applicable law or by governmental or regulatory authorities, and except for disclosures to Assignor, Assignee, Borrower, the other Obligor, the Assignee's funding sources and their respective representatives and consultants for use solely as necessary in connection with this Agreement and the transactions contemplated hereby; provided that such representatives and consultants are advised of the confidentiality requirements contained herein and shall agree to be bound thereby; and further provided that the parties hereto shall be responsible for any breach of these confidentiality requirements by their respective representatives and consultants.

16. Equitable Relief. Assignee acknowledges and agrees that in the event of a breach of threatened breach by Assignee of any of its obligations hereunder, Assignor will have no adequate remedy at law and shall be entitled to such equitable or injunctive relief (including, without limitation, specific performance) as may be available to restrain a violation or threatened violation of this Agreement or to enforce the terms hereof.

17. Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

18. Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against Assignor or Assignee, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

19. Limitation of Assignor's Liability. Notwithstanding any provision in this Agreement to the contrary, should Assignor for any reason ever become liable to Assignee under any circumstance for any claim, loss, cost, damage, judgment, expense or other liability of any kind, including reasonable attorney's fees, relating to the Loan, the Loan Documents or this Agreement (collectively, a "Liability"), then Assignee's sole and exclusive remedy against Assignor for such Liability shall not under any circumstance whatsoever exceed the least of: (i) the Purchase Price of the respective assigned right to which said Liability relates, less payments or the value of other consideration received by Assignee in respect to such assigned right; (ii) the then remaining unpaid principal amount of the portion of the Loan to which said Liability relates; and (iii) the actual loss or damage; and, for all Liabilities in the aggregate, the remedies shall not exceed the least of the aggregate totals of each of the items described in subclauses (i), (ii), and (iii) hereof; provided, however, that Assignor shall have no liability to Assignee and Assignee shall have no recourse against Assignor if Assignee has taken any action, or omitted the take any action, the consequence of which is to materially alter, amend, compromise, impair or otherwise adversely affect, any of the obligations evidenced by this Agreement. This Section 19 shall expressly survive the closing and termination of this Agreement.

20. Effectiveness of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Closing shall be effective concurrently in the event that both of the following events occur: (a) the execution by Borrower and Assignee of an amendment to the Loan Agreement; and (b) pursuant to said amendment, an advance by Assignee of Borrower of \$4,000.000.

[signatures follow on following page]

IN WITNESS WHEREOF, the undersigned have caused this Sale and Assignment Agreement to be executed as of the date above first written.

CAPITALSOURCE FINANCE LLC,
a Delaware limited liability company

By: 
Its: STEPHEN M. KLEIN
MANAGING DIRECTOR

WELLS FARGO FOOTHILL, INC., a California corporation

By: _____
Its: _____

EXHIBIT A

TRADEMARK

REEL: 003284 FRAME: 0748

EXHIBIT A

Loan Documents

A. Closing Documents signed February 14, 2002, unless otherwise noted

1. Loan and Security Agreement by and among Mikohn Gaming Corporation (hereinafter referred to as "Mikohn" or "Borrower"), Casino Excitement, Inc., Games of Nevada, Inc., MGC, Inc., Mikohn International, Inc., Mikohn Nevada and Progressive Games, Inc. (hereinafter referred to collectively, as the "Guarantors" and together with Borrower, the "Obligors") and Foothill Capital Corporation ("Lender")
2. Side letter entered into by the Obligors and the Lender amending the Loan and Security Agreement
3. Intellectual Property Security Agreement entered into by the Obligors in favor of Lender
4. Security Interest in Trademarks executed by Obligors in favor of Lender
5. Security Interest in Patents executed by Obligors in favor of Lender
6. Security Interest in Copyrights executed by Obligors in favor of Lender
7. Power of Attorney (Trademark Assets) executed by Obligors in favor of Lender
8. Power of Attorney (Copyright Assets) executed by Obligors in favor of Lender
9. Power of Attorney (Patent Assets) executed by Obligors in favor of Lender
10. Restricted Account Agreement by and among Wells Fargo Bank, National Association ("Wells"), Mikohn and Lender, dated as of February 13, 2002
11. Account Control Agreement by and among Lender, Mikohn and U.S. Bancorp Investments, regarding Mikohn Account No. 12148995, dated as of February 13, 2002
12. Account Control Agreement by and among Lender, Mikohn and U.S. Bank National Association, regarding Mikohn Account No. 153700347492, dated as of February 13, 2002
13. Restricted Account Agreement (Account Restricted After Instructions) by and among Mikohn, Lender and Wells, dated as of February 13, 2002
14. Continuing Guaranty executed by Guarantors in favor of Lender
15. Landlord's Waiver (re 920 Pilot Road, Las Vegas, Nevada) dated as of February 8, 2002, made by Tri-City Corporate Towers, LLC, in favor of Lender
16. Landlord's Waiver (re 840 Pilot Road, Las Vegas, Nevada) dated as of August 17, 2001, made by Pilot Company, in favor of Lender

- [17. Landlord's Waiver (re 328 Old Highway 91, Hurricane, Utah)]
18. Stock Pledge and Security Agreement executed by Borrower in favor of Lender
19. Intercreditor Agreement by and among U.S. Bank, N.A., solely in its capacity as Trustee, Lender and Obligors
20. Intercompany Subordination Agreement by and among Obligors in favor of Lender
21. Confidentiality Agreement by and among Obligors and Lender
22. Corporate Opinion of Counsel to Obligors rendered by Greenberg Traurig in favor of Lender
23. Borrower's Opinion Certificate in support of Greenberg Traurig Opinion letter, together with Articles of Incorporation and Bylaws for each of the following entities:

Mikohn Gaming Corporation
Casino Excitement, Inc.
Games of Nevada, Inc.
MGC, Inc.
Mikohn International, Inc.
Mikohn Nevada
Progressive Games, Inc.

24. Local Opinion of Counsel to Obligors rendered by Schreck Brignone Godfrey in favor of Lender
25. Solvency Certificate of Borrower
26. Officer's Certificate for each of the following entities:

Mikohn Gaming Corporation
Casino Excitement, Inc.
Games of Nevada, Inc.
MGC, Inc.
Mikohn International, Inc.
Mikohn Nevada
Progressive Games, Inc.

27. Secretary's Certificate with Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting of the Directors for each of the following entities:

Mikohn Gaming Corporation
Casino Excitement, Inc.
Games of Nevada, Inc.
MGC, Inc.
Mikohn International, Inc.
Mikohn Nevada
Progressive Games, Inc.

B. Loan Amendment Documents

1. Amendment No. 1 – 8/14/02
2. Amendment No. 2 --- 11/29/02
3. Amendment No. 3 – 1/21/04
4. Amendment No. 4 – 3/22/04
5. Amendment No. 5 – 2/14/05

C. UCC Filings

<u>Location of Filing State/Filing Agency</u>	<u>UCC File Number</u>	<u>Date Filed</u>
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DELAWARE

PROGRESSIVE GAMES, INC.

Delaware
Secretary of State

20148605

1/17/02

NEVADA

MIKOHN GAMING CORPORATION

Nevada
Secretary of State

2002001460-1

1/17/02

MIKOHN GAMING CORPORATION

Nevada
Secretary of State 2002004578-3 2/20/02

MIKOHN NEVADA
Nevada
Secretary of State 2002001461-3 1/17/02

MIKOHN INTERNATIONAL, INC.
Nevada
Secretary of State 2002001465-1 1/17/02

MGC, INC.
Nevada
Secretary of State 2002001462-5 1/17/02

GAMES OF NEVADA, INC.
Nevada
Secretary of State 2002001463-7 1/17/02

CASINO EXCITEMENT, INC.
Nevada
Secretary of State 2002001464-9 1/17/02

EXHIBIT B

TRADEMARK

REEL: 003284 FRAME: 0753

EXHIBIT B

Claims

Principal	\$81,000
Monthly Float and Interest	\$5,000
Unused Line Fee	\$7,300
Monthly Servicing Fee	\$3,100
Payoff Reserve	\$50,000
Total and Purchase Price:	\$146,400

EXHIBIT C

TRADEMARK

REEL: 003284 FRAME: 0755

EXHIBIT C

CONSENT AND RELEASE TO ASSIGNMENT AGREEMENT

This Consent and Release to Assignment Agreement (this "Consent") is executed effective the 2 day of May, 2005 by MIKOHN GAMING CORPORATION, a Nevada corporation ("Parent"), and each Parent's Affiliates identified on the signature pages hereof (such Affiliates together with Parent are referred to hereinafter each individually as a "Obligor" and individually and collectively, jointly and severally, as "Obligors") in favor of Wells Fargo Foothill, Inc., a California corporation, formerly known as Foothill Capital Corporation ("Assignor").

RECITALS:

A. Obligors are indebted to Assignor pursuant to that certain Loan and Security Agreement, dated as of February 14, 2002 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among Obligors and Assignor, and other Loan Documents (as defined in that certain Sale and Assignment Agreement (the "Assignment Agreement"), dated as of May 2, 2005, by and between Assignor and CapitalSource Finance LLC, a Delaware limited liability company ("Assignee")). Capitalized terms, which are used herein but not defined herein, shall have the meanings ascribed to them in the Assignment Agreement.

B. Assignor has agreed to sell the Loan Documents to Assignee pursuant to the Assignment Agreement.

C. In consideration of the agreement of Assignor to assign and transfer the Loan Documents to Assignee, and of Assignee to purchase the Loan Documents and accept such transfer from Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as a condition precedent thereto, Obligors have agreed to execute this Consent.

1. Consent and Release of Lender Related Entities. Conditioned upon the effectiveness on May 2, 2005 of the Assignment Agreement:

(a) Each Obligor consents to the assignment of the Loan Documents to Assignee and does hereby jointly and severally RELEASE AND DISCHARGE Assignor and its predecessors, successors, assigns, officers, managers, directors, shareholders, employees, agents, attorneys, representatives, parent corporations, subsidiaries, and affiliates (hereinafter all of the above collectively referred to herein as "RELEASED PARTY" or "RELEASED PARTIES"), jointly and severally from any and all claims, counterclaims, demands, damages, debts, agreements, covenants, suits, contracts, obligations, liabilities, accounts, offsets, rights, actions and causes of action of any nature whatsoever including, without limitation, all claims, demands, and causes of action for contribution and indemnity, whether arising at law or in equity (including without limitation, claims of fraud, duress, mistake, tortious interference, usury, control, violation of any consumer protection or truth-in-lending laws or regulations such as the Equal Credit Opportunity Act, and disclosure of confidential or proprietary information), whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether presently accrued or to accrue hereafter, whether absolute or contingent, and whether or

not heretofore asserted, for or because of or as a result of any act, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law, commission of any tort, or any other matter whatsoever or thing done, omitted or suffered to be done by the Released Parties (insofar and only insofar as the same arise out of or relate to the Loan Documents), which has occurred in whole or in part, or was initiated at any time up to and immediately preceding the moment of the execution of this Consent. As to each and every claim released hereunder, each Obligor represents that it has received the advice of legal counsel with regard to the releases contained herein.

(b) **WAIVER OF UNKNOWN CLAIMS.** Each Obligor hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California or any comparable applicable law. Each Obligor understands that the facts in respect of which the releases made in this Consent are given may hereafter turn out to be other than or different from the facts in that connection now known or believed by such Obligor to be true; and each Obligor hereby accepts and assumes the risk of the facts turning out to be different and agrees that this Consent shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

Section 1542 of the Civil Code of the State of California reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

(c) Each Obligor represents and warrants that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, or corporation whomsoever any claim herein released. Each Obligor agrees to indemnify and hold harmless the Released Parties against any claim based on, arising out of or in connection with any such transfer or assignment or purported transfer or assignment.

(d) Each Obligor acknowledges that, except as herein expressly set forth, no representations of any kind or character have been made to it by Assignor, or by any of Assignor's agents, representatives or attorneys, to induce the execution of this Consent.

(e) Nothing contained herein shall be construed as an admission of liability by or on behalf of Assignor, by whom liability is expressly denied.

2. **Authorization.** Obligor has full and complete authorization and power to execute this Agreement in the capacity herein stated.

3. **Governing Law.** This Consent shall be governed by the laws of the Nevada.

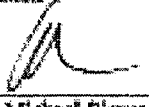
[signature pages follow]

OBLIGORS:

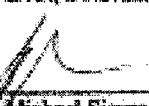
MIKOHIN GAMING CORPORATION,
a Nevada corporation

By: 
Name: Michael Sicuro
Title: Treasurer


GAMES OF NEVADA, INC., a Nevada
corporation

By: 
Name: Michael Sicuro
Title: Treasurer


MGC, INC., a Nevada corporation

By: 
Name: Michael Sicuro
Title: Treasurer

MIKOHIN INTERNATIONAL, INC., a
Nevada corporation

By: 
Name: Michael Sicuro
Title: Treasurer

MIKOHIN NEVADA, a Nevada corporation

By: 
Name: Michael Sicuro
Title: Treasurer

MIKOHIN

**PROGRESSIVE GAMES, INC., a Delaware
corporation**

By: 
Name: Michael Securo
Title: Treasurer

3487744