

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shuffle Master, Inc.		08/25/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	100 Plaza One
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311-3901
Entity Type:	Bank:

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3459807	BLACKJACK PRESS
Registration Number:	3360506	3 CARD BONUS
Registration Number:	3182884	3 CARD BONUS
Serial Number:	77452005	ROLL YOUR OWN
Serial Number:	77464946	ROYAL MATCH 21 PROGRESSIVE
Serial Number:	77394063	THREE CARD POKER
Serial Number:	77326459	ETS
Serial Number:	77319066	THREECARDDRAW POKER
Serial Number:	77289277	THREE CARD POKER PROGRESSIVE
Serial Number:	77305163	IDEAL I-DEAL
Serial Number:	77222891	BLACKJACK PRESS
Serial Number:	77112776	JACKPOT BACCARAT
Serial Number:	77119995	THREE CARD POKER BAD BEAT BONUS
Serial Number:	77120054	FOUR CARD POKER BAD BEAT BONUS

CH \$615.00 3459807

Serial Number:	77120085	ULTIMATE TEXAS HOLD 'EM BAD BEAT BONUS
Serial Number:	77131831	BAD BEAT BONUS
Serial Number:	77327000	ULTIMATE DRAW POKER
Serial Number:	77297234	I-SHOE
Serial Number:	77521932	DIGITAL GREEN
Serial Number:	77026352	I-DEAL
Serial Number:	77542000	I-SCORE
Serial Number:	77541998	KING'S BOUNTY
Serial Number:	77546543	PAI GOW'D
Serial Number:	77546534	PAI GOW'D

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-3121 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	718639
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	09/12/2008

Total Attachments: 7
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Shuffle Master, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Minnesota
- 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: 08/25/2008

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company

Internal Address: Americas, as Collateral Agent

Street Address: 100 Plaza One

City: Jersey City State: NJ Zip: 07311-3901

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

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

A. Trademark Application No.(s) 77/452,005 and
add'l numbers on attached Schedule II

B. Trademark Registration No.(s) 3,459,807,
3,360,506 and 3,182,884

Additional number(s) attached Yes No

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

Name: Maureen P. Murphy, Legal Assistant

Internal Address: _____
Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: _____

24

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy
Name of Person Signing

Maureen P. Murphy
Signature

08/25/2008
Date

Total number of pages including cover sheet, attachments, and document: **7**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of August 25, 2008, by SHUFFLE MASTER, INC. (the “Pledgor”) in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement, dated as of November 30, 2006 and amended as of April 5, 2007 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SHUFFLE MASTER, INC. (the “Borrower”), DEUTSCHE BANK TRUST COMPANY AMERICAS, as a Lender, the other Lenders party thereto from time to time, DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent (the “Administrative Agent”) DEUTSCHE BANK SECURITIES INC. and WELLS FARGO BANK, N.A., as joint lead arrangers and book managers and WELLS FARGO BANK, N.A., as syndication agent.

WHEREAS, the Pledgor is party to a Security Agreement (the “Security Agreement”) and to a Trademark Security Agreement (the “Trademark Security Agreement”), both dated as of November 30, 2006, in favor of the Collateral Agent pursuant to which the Pledgor is required under Section 6.3 of the Security Agreement, and Section 9.11(a)(x) of the Credit Agreement, to execute and deliver this Supplemental Trademark Security Agreement;

WHEREAS, the Pledgor has acquired the additional Trademarks set forth on Schedule I attached hereto;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and to the Trademark Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement and in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement or the Trademark Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.


SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SHUFFLE MASTER, INC.

By: 
Name: Mark L. Yoseloff
Title: CEO and Chairman of the Board

Accepted and Agreed:
DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: **Mary Kay Coyle**
Title: **Managing Director**

By: 
Name:
Title: **STEPHEN CAYER**
DIRECTOR

[TRADEMARK SECURITY AGREEMENT SUPPLEMENT]

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Shuffle Master, Inc.	3,459,807	Blackjack Press
Shuffle Master, Inc.	3,360,506	3 Card Bonus (and Design)
Shuffle Master, Inc.	3,182,884	3 Card Bonus

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Shuffle Master, Inc.	77/452,005	ROLL YOUR OWN
Shuffle Master, Inc.	77/464,946	ROYAL MATCH 21 PROGRESSIVE and design
Shuffle Master, Inc.	77/394,063	THREE CARD POKER
Shuffle Master, Inc.	77/326,459	ETS
Shuffle Master, Inc.	77/319,066	THREE CARD DRAW POKER and design
Shuffle Master, Inc.	77/289,277	THREE CARD POKER PROGRESSIVE and design
Shuffle Master, Inc.	77/305,163	IDEAL I-DEAL and design
Shuffle Master, Inc.	77/222,891	BLACKJACK PRESS and design
Shuffle Master, Inc.	77/112,776	JACKPOT BACCARAT
Shuffle Master, Inc.	77/119,995	THREE CARD POKER BAD BEAT BONUS
Shuffle Master, Inc.	77/120,054	FOUR CARD POKER BAD BEAT BONUS
Shuffle Master, Inc.	77/120,085	ULTIMATE TEXAS HOLD 'EM BAD BEAT BONUS
Shuffle Master, Inc.	77/131,831	BAD BEAT BONUS
Shuffle Master, Inc.	77/327,000	ULTIMATE DRAW POKER and design

OWNER	APPLICATION NUMBER	TRADEMARK
Shuffle Master, Inc.	77/297,234	i-SHOE and design
Shuffle Master, Inc.	77/521,932	DIGITAL GREEN
Shuffle Master, Inc.	77/026,352	I-DEAL
Shuffle Master, Inc.	77/542,000	I-SCORE
Shuffle Master, Inc.	77/541,998	KING'S BOUNTY
Shuffle Master, Inc.	77/546,543	PAI GOW'D design
Shuffle Master, Inc.	77/546,534	PAI GOW'D design