

Tab settings

To the Honorable Commissioner of Patent:

1 original documents or copy thereof.



100850543

1. Name of conveying party(ies):

Mikohn Gaming Corporation  
Mikohn Nevada  
Casino Excitement, Inc.

- Individual(s)
  - General Partnership
  - Corporation-State (NV)
  - Other
  - Association
  - Limited Partnership
- Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: First Source Financial LLP

Internal Address: \_\_\_\_\_

Street Address : 2850 West Golf Road - 5th Floor

City: Rolling Meadows State: IL Zip: 60008

- 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
- Merger
- Change of Name

Execution Date: August 28, 1998

4. Application number(s) or trademark

A. Trademark Application No.(s)

75/414,666	75/414,665	75/414,669	75/414,668
75/414,672	75/446,669	75/447,047	75/511,077
75/511,082	75/480,743	75/529,867	75/528,026

B. Trademark Registration  
2,166,729

Additional numbers attached?  Yes  No

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

Name: Federal Research Corp.

Internal Address: \_\_\_\_\_

10/13/1998 JSHABAZZ 00000044 75414666

01 FC:481 40.00 OP  
02 FC:482 200.00 OP

Street Address: 400 Seventh St NW  
Suite 101

City: Washington State DC ZIP: 20004

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) ..... \$ 340.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying 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

Nancy A. Butler  
Signature

10/5/98  
Date

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

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

TRADEMARK  
REEL: 1798 FRAME: 0228

**FIRST SOURCE FINANCIAL LLP  
MIKOHN GAMING CORPORATION**

**ATTACHMENT 1 TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

**Item A:**

<b><u>Registered Trademarks</u></b>	<b><u>Reg. No.</u></b>	<b><u>Issue Date</u></b>
Mystery Jackpot	2,166,729	06/23/98

<b><u>Trademark Applications</u></b>	<b><u>Appl'n No.</u></b>	<b><u>Appl'n Date</u></b>
Casinolink	75/414,666	01/07/98
Safejack	75/414,665	01/07/98
Safebac	75/414,669	01/07/98
Superlink	75/414,668	01/07/98
Caddtrak	75/414,672	01/07/98
Safetrak	75/446,669	03/09/98
Safechip	75/447,047	03/09/98
Safegame	75/511,077	06/24/98
Safesystem	75/511,082	06/24/98
Safetrack	75/480,743	05/07/98
Dragon Hunt	75/529,867	07/30/98
X Slot	75/528,026	07/30/98

## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of August 28, 1998 (herein, as the same from time to time may be amended, modified, restated or supplemented and in effect, called this "Agreement"), is by and among MIKOHN GAMING CORPORATION, a Nevada corporation ("Borrower"), MIKOHN NEVADA, a Nevada corporation ("Mikohn Nevada"), MGC, INC., a Nevada corporation ("MGC"), CASINO EXCITEMENT, INC., a Nevada corporation ("CEI"), (Mikohn Nevada, MGC and CEI sometimes hereinafter are referred to individually as each "Guarantor" and collectively as "Guarantors," and Borrower and Guarantors sometimes hereinafter are referred to individually as each "Debtor" and collectively as "Debtor"), and FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership ("FSFP"), as "Agent" for all "Lenders."

### W I T N E S S E T H:

WHEREAS, pursuant to an Amended and Restated Credit Agreement dated as of August 28, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Borrower, FSFP, for itself, as a Lender, and as Agent for all Lenders, and the financial institutions parties thereto, Lenders have extended Commitments to make Loans to Borrower; and

WHEREAS, Guarantors have guaranteed the payment and performance of the Obligations pursuant to a certain Guaranty dated as of October 24, 1997, as supplemented (herein, as the same from time to time may be amended, modified, supplemented or restated and in effect, called the "Guaranty") made by Guarantors in favor of Agent; and

WHEREAS, in connection with the Credit Agreement and the Guaranty, Debtors have executed and delivered to Lenders a Security Agreement, dated as of October 24, 1997, as supplemented (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement the Debtors executed and delivered to the Agent a Trademark Security Agreement dated as of October 24, 1997, which was filed with the United States Patent and Trademark Office on March 17, 1998 as Reel/Frame 1700/0905 (the "Trademark Agreement");

WHEREAS, as a condition precedent to the making of the initial Loans under the Credit Agreement, Debtors are required to execute and deliver this Agreement and to grant to Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities, which shall be in addition to and supplemental of the security interests granted under the Trademark Agreement); and

WHEREAS, Debtors have duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Loans (including the initial Loans) to Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations of Borrower and all of the obligations of each Guarantor arising under the Guaranty (collectively, the "**Liabilities**"), Debtors does hereby mortgage, pledge and grant to Agent for the benefit of Lenders a continuing security interest in, all of the following property (the "**Trademark Collateral**"), whether now or hereafter owned, acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtors for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not

in limitation of, the security interest granted to Agent under the Security Agreement and the Trademark Agreement. The Security Agreement and the Trademark Agreement (and all rights and remedies of Lenders thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments, Lenders shall, at Debtors' expense, execute and deliver to Debtors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder or under the Trademark Agreement.

SECTION 5. Acknowledgment. Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

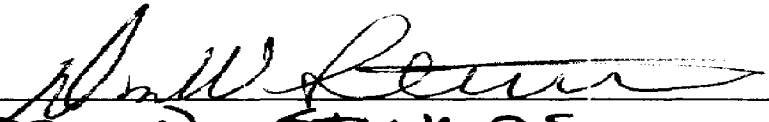
SECTION 6. Credit Document, etc. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

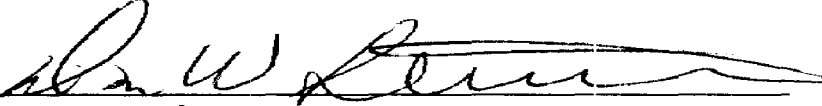
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

[remainder of page intentionally left blank]


**MIKOHN GAMING CORPORATION**, a Nevada corporation

By:   
Name: DON W. STEVENS  
Title: EXEC VP, TREASURER & CFO


**MIKOHN NEVADA**, a Nevada corporation

By:   
Name: DON W. STEVENS  
Title: TREASURER

**MGC, INC.**, a Nevada corporation

By:   
Name: DON W. STEVENS  
Title: TREASURER

**CASINO EXCITEMENT, INC.**, a Nevada corporation

By:   
Name: DON W. STEVENS  
Title: TREASURER

**FIRST SOURCE FINANCIAL LLP**, individually and in its capacity as Agent

By: First Source Financial, Inc.,  
its Agent/Manager

By: \_\_\_\_\_  
Gary L. Francis  
Senior Vice President

**MIKOHN GAMING CORPORATION**, a Nevada corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MIKOHN NEVADA**, a Nevada corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MGC, INC.**, a Nevada corporation

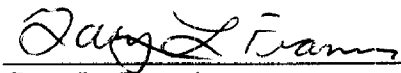
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CASINO EXCITEMENT, INC.**, a Nevada corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRST SOURCE FINANCIAL LLP**, individually and in its capacity as Agent

By: First Source Financial, Inc.,  
its Agent/Manager

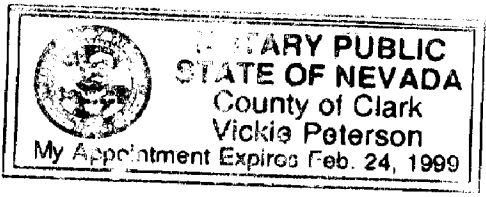
By:   
Gary L. Francis  
Senior Vice President

STATE OF Nevada )  
 )  
COUNTY OF CLARK )

SS.

I, Vickie Peterson, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Don W Stevens personally known to me to be the Exec VP, Treas & CFO of MIKOHN GAMING CORPORATION, a Nevada corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2 day of October, 1998.



[Signature]  
Notary Public

My Commission Expires:

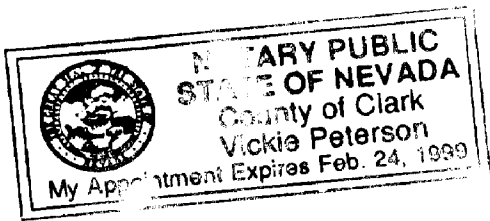
2-24-99



STATE OF NEVADA )  
 )  
COUNTY OF CLARK ) SS.

I, Vickie Peterson, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Dou W. Stevens personally known to me to be the Treasurer of MIKOHN NEVADA, a Nevada corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2 day of October, 1998.



[Signature]  
Notary Public

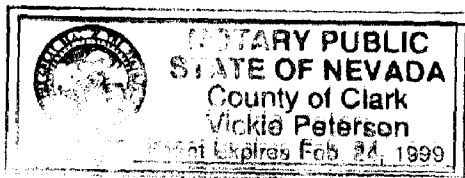
My Commission Expires:

2-24-99

STATE OF Nevada )  
COUNTY OF Clark ) SS.

I, Vickie Peterson, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Doug Stevens, personally known to me to be the Treasurer of MGC, INC., a Nevada corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2 day of October, 1998.



[Signature]  
Notary Public

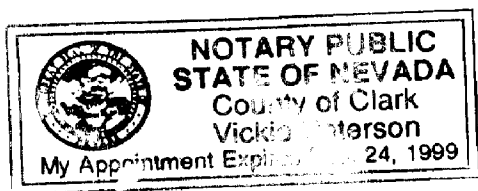
My Commission Expires:

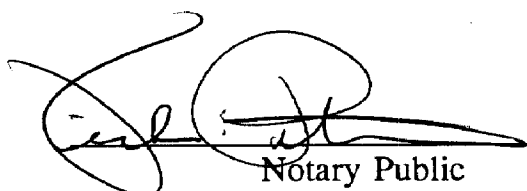
2-24-99

STATE OF NEVADA )  
COUNTY OF CLARK ) SS.

I, Vickie Peterson, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Don W Stevens personally known to me to be the Treasurer of CASINO EXCITEMENT, INC., a Nevada corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2 day of October, 1998.



  
Notary Public


My Commission Expires:

2-24-99

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

I, Robert C. Baker Jr., a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Gary L. Francis personally known to me to be a Sr VP of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2<sup>nd</sup> day of October, 1998.

  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

