

03-06-2000

ATTY. DKT. NO. 8253:49

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

101282054

attached original documents or copies thereof

1. Name of conveying party(ies):

Lehman Commercial Paper Inc.

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

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination and Release of Security Interest

Execution Date: August 24, 1999

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

A. Trademark Application No.(s)

75/149,611

B. Trademark registration No.(s)

2,052,536

Additional numbers attached? ☒ Yes ☐ No

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

Name: David H. Judson, Reg. No. 30,467

Internal Address: Hughes & Luce, L.L.P.
Suite 2800

Street Address: 1717 Main Street

City: Dallas State: Texas ZIP: 75201

6. Total number of applications and trademarks involved: 28

7. Total fee (37 CFR 3.41): \$ 715.00

- ☒ 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

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.

Brian D. Walker

Name of Person Signing

Signature

Date

Total number of pages including cover sheet: 6

03/03/2000 DC000147 75149611

01 FC:481

02 FC:482

40.00 OP
675.00 OP

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Commissioner of Patents and Trademarks
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Washington, D.C. 20231

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Published by THE BUREAU OF NATIONAL AFFAIRS, INC., Washington, D.C. 20037

REGISTERED AND APPLIED FOR U.S. TRADEMARKS

**A report of all U.S. Registered Trademarks used or
owned by Powerhouse Technologies, Inc. and its subsidiaries**

TITLE	APP NO.	REG NO.
AGS Advanced Gaming System & Design Logo	75/149,611	
Alley Cat Keno	75/089,586	2,052,536
AWI	74/469,465	1,929,069
Bonus Keno	75/089,587	2,034,657
CATE	73/698,505	1,570,684
Four-Leaf Poker	75/089,584	
Hearts & Diamonds	74/534,283	2,157,069
IITAS	74/450,657	1,911,163
Jackpot Fever	74/437,320	2,160,723
Kenomax & Design	75/168,312	
Masterlink	74/547,506	2,162,289
Masterlink	74/437,318	1,917,202
Micro Tote 1000	73/299,010	1,317,698
Millennium Series	75/136,048	
Ovation	74/415,249	1,956,729
Poker Duel	75/090,313	2,043,585
Power Keno	75/089,590	2,054,922
Power Series	75/089,585	2,133,222
Powermax & Design	75/168,313	
Red Hot Sevens (7s)	75/133,871	
Red Hot Sevens (7s)	75/133,695	
Swift	74/437,321	
United Totalisator Micro Tote 1000	73/298,987	1,243,556
United Tote System 1000	73/698,312	1,536,143

Schedule A

TITLE	APP NO.	REG NO.
VLC	74/465,266	1,868,466
VLC & Design (Logo)	74/469,403	1,868,471
Wininstant	74/246,615	2,020,088
Winning Touch	74/432,162	1,877,453

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of August 24, 1999, from Lehman Commercial Paper Inc., as Administrative Agent, located at 3 World Financial Center, New York, New York 10285 (the "Secured Party") to Powerhouse Technologies, Inc. (the "Borrower"), located at 115 Perimeter Place, Suite 911, Atlanta, GA 30346.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of October 9, 1998, among the Borrower, the lenders from time to time party thereto (the "Bank Creditors") and the Secured Party, as Administrative Agent for the Bank Creditors (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Borrower to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on November 9, 1998, at Reel 1813, Frame 0266; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature in:

(a) the United States trademarks, service marks, trade names and brand names set forth on Schedule A attached hereto, including (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Borrower's business connected with and symbolized by the foregoing; and

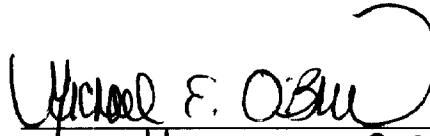
2. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably

necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By:



Name: MICHAEL E. O'BRIEN

Title: AUTHORIZED SIGNATORY

STATE OF New York,
COUNTY OF New York

SS.:

On this 24 day of August, 1999, before me personally
appeared Michael O'Brien to me known who, being by me duly
sworn, did depose and say that he is Vice President of
Lehman Commercial Paper Inc., described herein and which executed
the foregoing instrument, and that he signed his name thereto
pursuant to the authority granted by Lehman Commercial Paper Inc.

Joan Livingstone Calderon
Notary Public

(Affix Seal Below)

JOAN LIVINGSTONE CALDERON
Notary Public, State of New York
No. 31-4896362
Qualified in New York City
Term Expires 7/6/01

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