

08-31-2000

FORM PTO-1594
(Rev. 6-93)

RECORD
TI



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101447834

To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name of conveying party(ies): 8 4-00
 Silicon Gaming, Inc.
 2800 West Bayshore Blvd.
 Palo Alto, CA 94303

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

Additional name(s) of conveying party(ies) attached? Yes
 No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Collateral Assignment, Patent Mortgage and Security Agreement

Execution Date: May 25, 2000

2. Name and address of receiving party(ies):
 Name: Venture Banking Group, a division of Cupertino National Bank & Trust
 Internal Address: _____
 Street Address: 3 Palo Alto Square, #150
 City: Palo Alto State: CA ZIP: 94306

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation 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)
 See Exhibit "C" attached hereto and incorporated herein by reference.

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 See Exhibit "C" attached hereto and incorporated herein by reference.

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Cooley Godward LLP
 Internal Address: Attn: April M. Piercey, CLA
 Street Address: 5 Palo Alto Square
 City: Palo Alto State: CA ZIP 94306

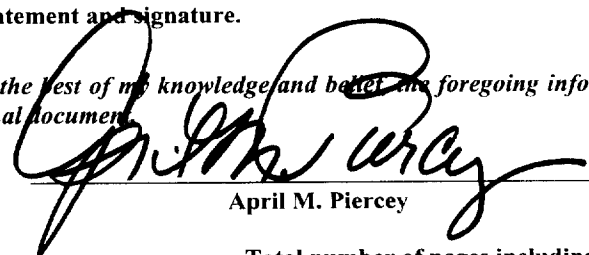
6. Total number of applications and registration involved:
 38

7. Total fee (37 CFR 3.41):..... \$965.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-3115
 (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.



 April M. Piercey

August 2, 2000

 Date

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

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

08/30/2000 NTHAI1 00000192 75403311

01 FC1481 v1/HN
02 FC1482
25X_011.DOC
080300

40.00 OP
925.00 OP

TRADEMARK
REEL: 002128 FRAME: 0054

ADDITIONAL CONVEYING PARTIES

SILICON GAMING-INDIANA, INC.,
a Nevada corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-KANSAS, INC.,
a Nevada corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-NEVADA, INC.,
a Nevada corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-MINNESOTA, INC.,
a Minnesota corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-ILLINOIS, INC.,
a Nevada corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-IOWA, INC.,
a Nevada corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-LOUISIANA, INC.,
a Nevada corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-MICHIGAN, INC.,
a Nevada corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-MISSOURI, INC.,
a Missouri corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-MISSISSIPPI, INC.,
a Mississippi corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-NEW JERSEY, INC.,
a New Jersey corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-NEW MEXICO, INC.,
a Nevada corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-CALIFORNIA, INC.,
a Nevada corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

SILICON GAMING-COLORADO, INC.,
a Colorado corporation
2800 West Bayshore Blvd.
Palo Alto, CA 94303

EXHIBIT "C"

TRADEMARKS

TRADEMARK	TRADEMARK APPLICATION	TRADEMARK REGISTRATION	DATE	OWNER OF RECORD
SILICON GAMING		2,320,010	2/22/00	Silicon Gaming, Inc.
MORE FUN TO PLAY. MORE FUN TO WIN		2,233,669	3/23/99	Silicon Gaming, Inc.
ARABIAN RICHES	75/403,311		12/10/97	Silicon Gaming, Inc.
VACATION U.S.A.	75/456,168		3/24/98	Silicon Gaming, Inc.
THE BIG WIN	75/459,372		3/30/98	Silicon Gaming, Inc.
LUCKY DRAW DELUXE POKER	75/518,434		7/14/98	Silicon Gaming
RIDDLE OF THE SPHINX		2,241,722	4/27/99	Silicon Gaming, Inc.
SLOT SAFARI	75/015,139		11/6/95	Silicon Gaming, Inc.
PENNANT FEVER	75/015,244		11/6/95	Silicon Gaming, Inc.
FORT KNOX		2,143,114	3/10/98	Silicon Gaming, Inc.
STRICK IT RICH	75/015,314		11/6/95	Silicon Gaming, Inc.
PHANTOM BELLE		2,072,704	6/17/97	Silicon Gaming, Inc.
WIN-O-MATIC		2,098,386	9/16/97	Silicon Gaming, Inc.
KRAZY KENO		2,104,302	10/7/97	Silicon Gaming, Inc.
DAZZLING DIAMONDS		2,157,510	5/12/98	Silicon Gaming, Inc.
STAR SPANGLED KENO		2,094,973	9/9/97	Silicon Gaming, Inc.

EXHIBIT "C"

TRADEMARKS

TRADEMARK	TRADEMARK APPLICATION	TRADEMARK REGISTRATION	DATE	OWNER OF RECORD
ODYSSEY		2,113,843	11/18/97	Silicon Gaming, Inc.
BUCCANEER GOLD		2,259,842	7/6/99	Silicon Gaming, Inc.
BANANA-RAMA		2,232,858	3/16/99	Silicon Gaming, Inc.
LADY OF FORTUNE		2,241,933	4/27/99	Silicon Gaming, Inc.
TOP HAT		2,224,800	2/16/99	Silicon Gaming, Inc.
U.S. MINT	75/340,004		8/12/97	Silicon Gaming, Inc.
DESIGN ONLY		2,076,279	7/1/97	Silicon Gaming, Inc.
HITSVILLE	75/810,779		9/28/99	Silicon Gaming -- Nevada
3 REEL HOLDUP	75/797,790		9/13/99	Silicon Gaming -- Nevada
KING PUTT	75/794,604		9/3/99	Silicon Gaming -- Nevada
CASH CRUISE	75/767,891		8/4/99	Silicon Gaming -- Nevada
STRIKE IT RICH WILD	75/708,443		5/18/99	Silicon Gaming -- Nevada
STOCK CARDS	75/705,895		5/13/99	Silicon Gaming -- Nevada
LUCKY DRAW POKER	75/518,750		7/14/98	Silicon Gaming -- Nevada
WINNING IS JUST THE BEGINNING	75/530,499		8/4/98	Silicon Gaming -- Nevada
MULTI-DRAW POKER	75/526,651		7/28/99	Silicon Gaming -- Nevada

Exhibit "C" attached to that certain Collateral Assignment, Patent Mortgage and Security Agreement dated May 25, 2000.

EXHIBIT "C"

TRADEMARKS

TRADEMARK	TRADEMARK APPLICATION	TRADEMARK REGISTRATION	DATE	OWNER OF RECORD
MULTI-DRAW DELUXE	75/526,658		7/28/98	Silicon Gaming - Nevada
MULTI-DRAW	75/526,659		7/28/98	Silicon Gaming - Nevada
MULTI-DRAW DELUXE POKER	75/526,669		7/28/98	Silicon Gaming - Nevada
EUREKA	75/529,264		7/30/98	Silicon Gaming - Nevada
QUEST	75/530,554		8/4/98	Silicon Gaming - Nevada
SILVER BELLS EXPRESS	75/536,424		8/13/98	Silicon Gaming - Nevada

COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT

This Collateral Assignment, Patent Mortgage and Security Agreement is made as of the 25th day of May, 2000, by and between **SILICON GAMING, INC.**, a California corporation and each other Assignor listed on the signature pages hereto, jointly and severally (each an "Assignor" and collectively "Assignors") and **VENTURE BANKING GROUP**, a division of Cupertino National Bank & Trust ("Assignee").

RECITALS

A. Assignee has agreed to lend to Assignors certain funds (the "*Loan*") and Assignors desire to borrow such funds from Assignee pursuant to the terms of that certain Loan and Security Agreement dated even date herewith (the "*Loan Agreement*"). The Loan will be evidenced by one or more promissory notes (a "*Note*" or, collectively, the "*Notes*").

B. In order to induce Assignee to make the Loan, each Assignor has agreed to assign certain intangible property to Assignee for purposes of securing the obligations of Assignors to Assignee.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Assignment, Patent Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all Assignors' present or future indebtedness, obligations and liabilities to Assignee, each Assignor hereby assigns, transfers, conveys and grants a security interest and mortgage to Assignee, as security, but not as an ownership interest in and to Assignors' entire right, title and interest in, to and under the following (all of which shall collectively be called the "*Collateral*"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the "*Copyrights*");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to each Assignor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the "*Patents*");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of each Assignor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the "**Trademarks**");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

(j) The Collateral shall not include any Assignor's interest in any licenses that would be breached by such Assignor's grant of a security interest in its rights thereunder, unless the provision that would otherwise be breached would be rendered ineffective by Section 9-318 of the California Uniform Commercial Code.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNORS' OBLIGATIONS TO ASSIGNEE UNDER THE NOTES AND THE LOAN AGREEMENT.

2. Authorization and Request. Each Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this conditional assignment.

3. Covenants and Warranties. Each Assignor represents, warrants, covenants and agrees as follows:

(a) Such Assignor is now the sole owner of the Collateral, except for non-exclusive licenses granted by such Assignor to its customers in the ordinary course of business;

(b) Performance of this Assignment does not conflict with or result in a breach of any agreement to which any Assignor is bound;

(c) During the term of this Agreement, such Assignor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by such Assignor in the ordinary course of business or as set forth in this Assignment;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Such Assignor shall promptly advise Assignee of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of Assignors in or to any Trademark, Patent or Copyright not specified in this Assignment;

(f) Such Assignor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Assignee in writing of material infringements detected and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Assignee, which shall not be unreasonably withheld, unless such Assignor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Such Assignor shall promptly register the most recent version of any of such Assignor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Assignee may reasonably request from time to time to perfect or continue the perfection of Assignee's interest in the Collateral;

(h) This Assignment creates, and in the case of after acquired Collateral, this Assignment will create at the time such Assignor first has rights in such after acquired Collateral, in favor of Assignee a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations under the Loan Agreement or evidenced by the Notes upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests and assignment created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by such Assignor of the security interest granted hereby or for the execution, delivery or performance of this Assignment by such Assignor in the U.S. or (ii) for the perfection in the United States or the exercise by Assignee of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Assignee by or on behalf of such Assignor with respect to the Collateral is accurate and complete in all material respects;

(k) Such Assignor shall not enter into any agreement that would materially impair or conflict with such Assignor's obligations hereunder without Assignee's prior written consent, which consent shall not be unreasonably withheld. Such Assignor shall not permit the inclusion in any material contract to which its becomes a party of any provisions that could or

might in any way prevent the creation of a security interest in such Assignor's rights and interest in any property included within the definition of the Collateral acquired under such contracts;

(l) Upon any executive officer of such Assignor obtaining actual knowledge thereof, such Assignor will promptly notify Assignee in writing of any event that materially adversely affects the value of any Collateral, the ability of such Assignor to dispose of any Collateral or the rights and remedies of Assignee in relation thereto, including the levy of any legal process against any of the Collateral.

4. Assignee's Rights. Assignee shall have the right, but not the obligation, to take, at Assignors' sole expense, any actions that any Assignor is required under this Assignment to take but which such Assignor fails to take, after fifteen (15) days' notice to such Assignor. Assignor shall be obligated, jointly and severally, to reimburse and indemnify Assignee for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Each Assignor hereby grants to Assignee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Assignors, and any of Assignors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Assignors and as often as may be reasonably requested (it being understood that any information obtained in such inspection shall be subject to the confidentiality provisions of Section 16 hereof).

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, each Assignor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect Assignee's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Collateral Assignment, or for assuring and confirming to Assignee the grant or perfection of a security interest in all Collateral.

(b) Each Assignor hereby irrevocably appoints Assignee as such Assignor's attorney-in-fact, with full authority in the place and stead of such Assignor and in the name of such Assignor, Assignee or otherwise, from time to time in Assignee's discretion, upon any Assignor's failure or inability to do so, to take any action and to execute any instrument which Assignee may deem necessary or advisable to accomplish the purposes of this Collateral Assignment, including:

(i) To modify, in its sole discretion, this Collateral Assignment without first obtaining any Assignor's approval of or signature to such modification by amending

Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by any Assignor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which any Assignor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of any Assignor where permitted by law.

7. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default under the Assignment:

(a) An Event of Default occurs under the Loan Agreement or any Notes; or

(b) Any Assignor breaches any warranty or agreement made by such Assignor in this Assignment.

8. **Remedies.** Upon the occurrence and continuance of an Event of Default, Assignee shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require any Assignor to assemble the Collateral and any tangible property in which Assignee has a security interest and to make it available to Assignee at a place designated by Assignee. Assignee shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Assignee to exercise its rights and remedies upon the occurrence of an Event of Default. Assignors shall be obligated, jointly and severally, to pay any expenses (including reasonable attorney's fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Assignee's rights and remedies with respect to the Collateral shall be cumulative.

9. **Indemnity.** Each Assignor agrees to defend, indemnify and hold harmless Assignee and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and any Assignor, whether under this Assignment or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Assignee's gross negligence or willful misconduct.

10. **Reassignment.** At such time as all Assignors shall completely satisfy all of the obligations secured hereunder, Assignee shall execute and deliver to Assignors all deed, assignments, and other instruments as may be necessary or proper to reinvest in Assignors full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this Assignment is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

13. Amendments. This Assignment may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. California Law and Jurisdiction. This Assignment shall be governed by the laws of the State of California, without regard for choice of law provisions. Each Assignor and Assignee consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. Confidentiality. The confidentiality provisions of Section 12.8 of the Loan Agreement shall apply hereto.

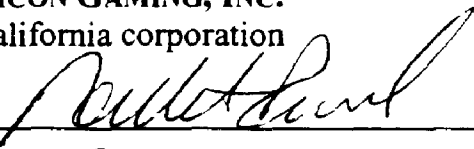
IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

Address of Each Assignor:

2800 West Bayshore Blvd.
Palo Alto, CA 94303

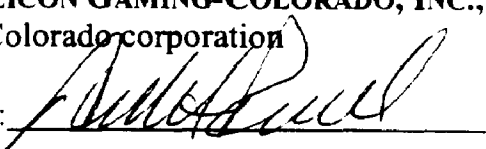
ASSIGNORS:

SILICON GAMING, INC.
a California corporation

By: 

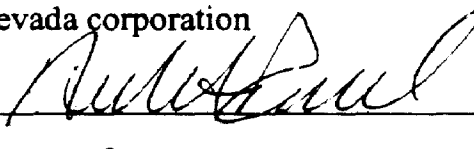
Title: PRESIDENT

SILICON GAMING-COLORADO, INC.,
a Colorado corporation

By: 

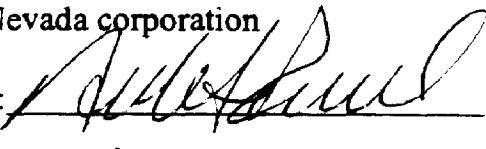
Title: PRESIDENT

SILICON GAMING-INDIANA, INC.,
a Nevada corporation

By: 

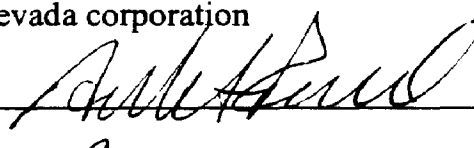
Title: PRESIDENT

SILICON GAMING-KANSAS, INC.,
a Nevada corporation

By: 

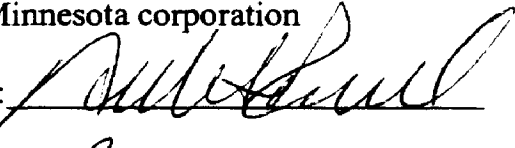
Title: PRESIDENT

SILICON GAMING-NEVADA, INC.,
a Nevada corporation

By: 

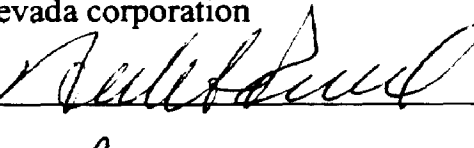
Title: PRESIDENT

SILICON GAMING-MINNESOTA, INC.,
a Minnesota corporation

By: 

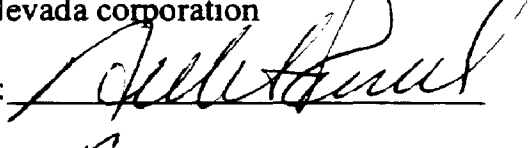
Title: PRESIDENT

SILICON GAMING-ILLINOIS, INC.,
a Nevada corporation

By: 

Title: PRESIDENT

SILICON GAMING-IOWA, INC.,
a Nevada corporation

By: 

Title: PRESIDENT

SILICON GAMING-LOUISIANA, INC.,
a Nevada corporation

By: [Signature]

Title: PRESIDENT

SILICON GAMING-MICHIGAN, INC.,
a Nevada corporation

By: [Signature]

Title: PRESIDENT

SILICON GAMING-MISSOURI, INC.,
a Missouri corporation

By: [Signature]

Title: PRESIDENT

SILICON GAMING-MISSISSIPPI, INC.,
a Mississippi corporation

By: [Signature]

Title: PRESIDENT

SILICON GAMING-NEW JERSEY, INC.,
a New Jersey corporation

By: [Signature]

Title: PRESIDENT

SILICON GAMING-NEW MEXICO, INC.,
a Nevada corporation

By: [Signature]

Title: PRESIDENT

SILICON GAMING-CALIFORNIA, INC.,
a Nevada corporation

By: [Signature]

Title: PRESIDENT

Address of Assignee:

3 Palo Alto Square, Suite 150
Palo Alto, California 94306

ASSIGNEE:

**VENTURE BANKING GROUP, A DIVISION OF
CUPERTINO NATIONAL BANK & TRUST**

By: _____

Title: _____

SILICON GAMING-LOUISIANA, INC.,
a Nevada corporation -

By: _____

Title: _____

SILICON GAMING-MICHIGAN, INC.,
a Nevada corporation

By: _____

Title: _____

SILICON GAMING-MISSOURI, INC.,
a Missouri corporation

By: _____

Title: _____

SILICON GAMING-MISSISSIPPI, INC.,
a Mississippi corporation

By: _____

Title: _____

SILICON GAMING-NEW JERSEY, INC.,
a New Jersey corporation

By: _____

Title: _____

SILICON GAMING-NEW MEXICO, INC.,
a Nevada corporation

By: _____

Title: _____

SILICON GAMING-CALIFORNIA, INC.,
a Nevada corporation

By: _____

Title: _____

Address of Assignee:

3 Palo Alto Square, Suite 150
Palo Alto, California 94306

ASSIGNEE:

**VENTURE BANKING GROUP, A DIVISION OF
CUPERTINO NATIONAL BANK & TRUST**


By: 
Title: SVP

Exhibit "A" attached to that certain Collateral Assignment, Patent Mortgage and Security Agreement dated May 25, 2000.

**EXHIBIT "A"
COPYRIGHTS**

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE
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None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	DATE OF CREATION	FIRST DATE OF PUBLIC DISTRIBUTION
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None

**SCHEDULE C - UNREGISTERED COPYRIGHTS
(Where No Copyright Application is Pending)**

COPYRIGHT DESCRIPTION	DATE OF CREATION	FIRST DATE OF DISTRIBUTION	ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM ASSIGNOR	DATE AND RECORDATIO N NUMBER OF ASSIGNMENT TO EACH ASSIGNOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM ASSIGNOR
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None

Exhibit "B" attached to that certain Collateral Assignment, Patent Mortgage and Security Agreement dated May 25, 2000.

EXHIBIT "B"
PATENTS

PATENT	PATENT APPLICATION	PATENT REGISTRATION	DATE	OWNER OF RECORD
METHOD AND APPARATUS FOR MANAGING FAULTS AND EXCEPTIONS		5,971,851	10/26/99	Silicon Gaming, Inc.
METHOD FOR TABULATING PAYOUT VALUES FOR GAMES OF CHANCE		5,967,893	10/19/99	Silicon Gaming, Inc.
RANDOM NUMBER GENERATOR FOR ELECTRONIC APPLICATIONS		5,871,400	02/16/99	Silicon Gaming, Inc.
METHOD AND APPARATUS FOR PROVIDING A SIGNAL INDICATING THE APPROXIMATE AMOUNT OF ELAPSED TIME		5,800,264	09/01/98	Silicon Gaming Inc.
ELECTRONIC GAMING MACHINE		D395,463	06/23/98	Silicon Gaming Inc.
DYNAMIC RATE CONTROL METHOD AND APPARATUS FOR ELECTRONICALLY PLAYED GAMES AND GAMING MACHINES		5,758,875	06/02/98	Silicon Gaming, Inc.
ELECTRONIC CASINO GAMING APPARATUS WITH IMPROVED PLAY CAPACITY, AUTHENTICATION AND SECURITY		5,643,086	07/01/97	Silicon Gaming, Inc.

EXHIBIT "C"

TRADEMARKS

TRADEMARK	TRADEMARK APPLICATION	TRADEMARK REGISTRATION	DATE	OWNER OF RECORD
SILICON GAMING		2,320,010	2/22/00	Silicon Gaming, Inc.
MORE FUN TO PLAY. MORE FUN TO WIN		2,233,669	3/23/99	Silicon Gaming, Inc.
ARABIAN RICHES	75/403,311		12/10/97	Silicon Gaming, Inc.
VACATION U.S.A.	75/456,168		3/24/98	Silicon Gaming, Inc.
THE BIG WIN	75/459,372		3/30/98	Silicon Gaming, Inc.
LUCKY DRAW DELUXE POKER	75/518,434		7/14/98	Silicon Gaming
RIDDLE OF THE SPHINX		2,241,722	4/27/99	Silicon Gaming, Inc.
SLOT SAFARI	75/015,139		11/6/95	Silicon Gaming, Inc.
PENNANT FEVER	75/015,244		11/6/95	Silicon Gaming, Inc.
FORT KNOX		2,143,114	3/10/98	Silicon Gaming, Inc.
STRICK IT RICH	75/015,314		11/6/95	Silicon Gaming, Inc.
PHANTOM BELLE		2,072,704	6/17/97	Silicon Gaming, Inc.
WIN-O-MATIC		2,098,386	9/16/97	Silicon Gaming, Inc.
KRAZY KENO		2,104,302	10/7/97	Silicon Gaming, Inc.
DAZZLING DIAMONDS		2,157,510	5/12/98	Silicon Gaming, Inc.
STAR SPANGLED KENO		2,094,973	9/9/97	Silicon Gaming, Inc.

EXHIBIT "C"

TRADEMARKS

TRADEMARK	TRADEMARK APPLICATION	TRADEMARK REGISTRATION	DATE	OWNER OF RECORD
ODYSSEY		2,113,843	11/18/97	Silicon Gaming, Inc.
BUCCANEER GOLD		2,259,842	7/6/99	Silicon Gaming, Inc.
BANANA-RAMA		2,232,858	3/16/99	Silicon Gaming, Inc.
LADY OF FORTUNE		2,241,933	4/27/99	Silicon Gaming, Inc.
TOP HAT		2,224,800	2/16/99	Silicon Gaming, Inc.
U.S. MINT	75/340,004		8/12/97	Silicon Gaming, Inc.
DESIGN ONLY		2,076,279	7/1/97	Silicon Gaming, Inc.
HITSVILLE	75/810,779		9/28/99	Silicon Gaming - Nevada
3 REEL HOLDUP	75/797,790		9/13/99	Silicon Gaming - Nevada
KING PUTT	75/794,604		9/3/99	Silicon Gaming - Nevada
CASH CRUISE	75/767,891		8/4/99	Silicon Gaming - Nevada
STRIKE IT RICH WILD	75/708,443		5/18/99	Silicon Gaming - Nevada
STOCK CARDS	75/705,895		5/13/99	Silicon Gaming - Nevada
LUCKY DRAW POKER	75/518,750		7/14/98	Silicon Gaming - Nevada
WINNING IS JUST THE BEGINNING	75/530,499		8/4/98	Silicon Gaming - Nevada
MULTI-DRAW POKER	75/526,651		7/28/99	Silicon Gaming - Nevada

EXHIBIT "C"

TRADEMARKS

TRADEMARK	TRADEMARK APPLICATION	TRADEMARK REGISTRATION	DATE	OWNER OF RECORD
MULTI-DRAW DELUXE	75/526,658		7/28/98	Silicon Gaming - Nevada
MULTI-DRAW	75/526,659		7/28/98	Silicon Gaming - Nevada
MULTI-DRAW DELUXE POKER	75/526,669		7/28/98	Silicon Gaming - Nevada
EUREKA	75/529,264		7/30/98	Silicon Gaming - Nevada
QUEST	75/530,554		8/4/98	Silicon Gaming - Nevada
SILVER BELLS EXPRESS	75/536,424		8/13/98	Silicon Gaming - Nevada