

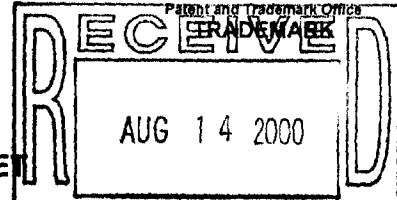
09-13-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



101454760

U.S. Department of Commerce  
Patent and Trademark Office



MRD 8/14/00

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name Atlantic City Coin & Slot Service Company, Inc., d/b/a AC Coin  
and Slot Service Co., Inc.  
Formerly N/A

Execution Date  
Month Day Year  
08/02/2000

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization New Jersey

#### Receiving Party

Mark if additional names of receiving parties attached

Name Summit Bank

DBA/AKA/TA N/A

Composed of N/A

Address (line 1) 1800 Chapel Hill West

Address (line 2) N/A

Address (line 3) Cherry Hill New Jersey 08002

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Banking Corporation
- Citizenship/State of Incorporation/Organization New Jersey

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/12/2000 MTHAI1 00000392 75202613  
01 FC:481 40.00 OP  
02 FC:482 550.00 OP

#### FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002133 FRAME: 0328

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Mark G. McCreary

8/9/2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75/904,833"/>	<input type="text" value="76/004,601"/>	<input type="text" value="76/004,602"/>
<input type="text" value="76/014,177"/>	<input type="text" value="76/014,178"/>	<input type="text" value="76/057,433"/>
<input type="text" value="76/061,001"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** is made this 2 day of <sup>August</sup> ~~July~~, 2000, by and between **ATLANTIC CITY COIN & SLOT SERVICE COMPANY, INC.**, d/b/a **AC COIN AND SLOT SERVICE CO., INC.**, a New Jersey corporation having a place of business at 201 West Decatur Avenue, Pleasantville, New Jersey 08232 ("**Borrower**") and **SUMMIT BANK**, a New Jersey banking corporation having a place of business at 1800 Chapel Hill West, Cherry Hill, New Jersey 08002 ("**Bank**").

**WITNESSETH:**

**WHEREAS**, Borrower owns the United States trademarks and service marks, United States trademark and service mark applications, foreign trademarks and service marks, foreign trademark and service mark applications, trademark and service mark licenses and trade names, together with the goodwill associated therewith, listed on Schedule 1 attached hereto and made a part hereof;

**WHEREAS**, Borrower has requested that Bank make certain loans available to Borrower pursuant to a credit facility, and, in connection therewith, Borrower and Bank have entered into a certain Loan and Security Agreement, dated October 2, 1998, as modified by that certain first amendment to Loan and Security Agreement dated December 22, 1998, that certain second amendment to Loan and Security Agreement dated July 8, 1999, that certain third amendment to Loan and Security Agreement dated July 19, 1999, that certain fourth amendment to Loan and Security Agreement dated July 3, 2000, and that certain fifth amendment to Loan and Security Agreement dated the date hereof (as amended, supplemented or restated from time to time collectively and individually, "**Loan and Security Agreement**", and such Loan and Security Agreement together with all agreements, instruments and documents now or hereafter entered into or delivered in connection therewith, collectively, the "**Loan Documents**"); and

**WHEREAS**, as a condition to Bank making any loans or advances to Borrower pursuant to the Loan and Security Agreement, Bank has required that Borrower grant to Bank a security interest in such United States trademarks and service marks, United States trademark and service mark applications, foreign trademarks and service marks, foreign trademark and service mark applications, trademark and service mark licenses and trade names, together with the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Grant of Security.** As collateral for the full and prompt payment of all sums due from Borrower under the Loan and Security Agreement and the performance of all of Bank's obligations under the Loan Documents, Borrower hereby grants to Bank a lien on and security interest in:

(a) each and all of the United States trademarks and service marks, United States trademark and service mark applications, foreign trademarks and service marks, foreign

trademark and service mark applications and trade names owned by, issued or granted to, filed by or hereafter issued or granted to, filed by or acquired by Borrower, including without limitation those trademarks, service marks, trademark and service mark applications and trade names listed in Schedule 1 attached hereto, together with the goodwill associated therewith (collectively, the “**Trademarks**”);

(b) all renewals of any and all of the Trademarks;

(c) all rights to sue for past, present and future infringements of any and all of the Trademarks;

(d) all proceeds, including, without limitation, license royalties and proceeds of infringement suits, based on or relating to any or all of the Trademarks;

(e) all licenses and other agreements under which Borrower is licensor, and all fees, rents, royalties, proceeds or monies thereunder, based on or relating to any or all of the Trademarks and the use thereof; and

(f) all products and proceeds of the foregoing, in any form, including, without limitation, insurance proceeds and all claims against third parties for loss or damage to or destruction of any or all of the foregoing.

All of the items set forth in clauses (a) through (f) are hereinafter referred to collectively as the “**Collateral**”.

2. **Representations and Warranties.** Borrower represents and warrants to Bank that: (a) Borrower is the owner of the Collateral; (b) no adverse claims are currently being asserted with respect to Borrower’s title in or to or the validity of any of the Collateral; (c) the trademarks, service marks, trademark and service mark applications and trade names listed on Schedule 1 hereto represent all of the trademarks, service marks, trademark and service mark applications and trade names currently being used by Borrower in its business or operations; (d) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Borrower as licensor), except for the security interest granted to Bank hereunder and except as set forth on Schedule 1 hereto; and (e) when this Agreement is filed in the United States Patent and Trademark Office and/or all applicable foreign trademark office(s), and Bank has taken the other actions contemplated by this Agreement and by the Loan Documents, this Agreement shall create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Bank enforceable against Borrower in accordance with its terms.

3. **Preservation of Rights.** Borrower agrees that, notwithstanding this Agreement, it shall perform, discharge and remain liable for all of its covenants, duties and obligations arising in connection with the Collateral. Bank shall have no obligation or liability in connection with the Collateral by reason of this Agreement or any payment received by Bank relating to the Collateral, nor shall Bank be required to perform any covenant, duty, or obligation of Borrower arising in connection with the Collateral or to take any other action regarding the Collateral.

4. **Event of Default.** Should Borrower default in any material respect in any of its obligations under this Agreement or upon the occurrence of an Event of Default under the Loan Documents (each an “**Event of Default**”), then Bank shall have the following rights and remedies, it being understood that any action taken by Bank upon an Event of Default may be subject to regulatory approval in those jurisdictions in which the Collateral is being licensed by Borrower:

(a) Upon not less than 30 days’ prior written notice to Borrower from Bank, Borrower shall not make any further use of the Collateral for any purpose whatsoever;

(b) Bank may, at any time and from time to time, upon not less than 30 days prior written notice to Borrower, grant such exclusive or nonexclusive licenses and/or sublicenses to itself or to any third party, with respect to any of the Collateral, in such territory, for such period, on such conditions, and in such manner as Bank may reasonably determine to be necessary or appropriate under the circumstances;

(c) Bank may, at any time and from time to time, upon not less than 30 days’ prior written notice to Borrower, assign, sell or otherwise dispose of the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and do all other acts and things necessary or appropriate to the completion of such assignment, sale or disposition as Bank may reasonably determine to be necessary or appropriate under the circumstances; and

(d) Bank shall have all rights and remedies granted to it in such event by the Loan Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Bank.

5. **Execution of Documents for Filing.** Borrower shall perform all acts and execute all documents as may be reasonably requested by Bank, at any time and from time to time, to evidence, perfect, maintain, record and/or enforce the interest of Bank in the Collateral or otherwise in furtherance of the provisions of this Agreement. Borrower agrees that, in the event of any disposition of the Collateral upon any Event of Default, it shall duly execute, acknowledge, and deliver all documents reasonably necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks. In the event Borrower fails or refuses to execute and deliver such documents, Borrower hereby irrevocably appoints Bank as its attorney-in-fact, with full power of substitution, to execute, deliver and record any such documents on Borrower’s behalf. Notwithstanding any provision hereof, during the existence and/or continuance of an Event of Default, Borrower may sell merchandise incorporating or utilizing the Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Bank that Borrower has disposed of such Trademarks pursuant to the Loan Documents. The preceding sentence shall not limit any right or remedy granted to Bank with respect to Borrower’s inventory under the Financing Documents or any other agreement now or hereafter in effect.

6. **Power of Attorney.** Concurrently with the execution and delivery hereof, Borrower shall execute and deliver to Bank, in the form of Schedule 2 hereto, five (5) originals of a Special Power of Attorney for the implementation of the assignment, sale or other disposal of the Collateral pursuant to Section 4 herein. Such Special Powers of Attorney shall not be recorded or used unless and until an Event of Default has occurred. Borrower hereby releases and discharges Bank from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Bank under the Special Powers of Attorney granted therein, other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of Bank, as determined by a final, non-appealable order of a court of competent jurisdiction.

7. **Infringement.** In the event that, during the term of this Agreement, Bank should become aware of any infringement of any of the Trademarks, Bank shall be entitled, by itself, to institute proceedings in the name of Borrower to restrain such infringement, at its own expense, should Borrower fail to take steps to prosecute such infringement within a reasonable time after notice by Bank to Borrower of such infringement. Borrower shall be entitled to be represented at such proceedings by its own counsel, at its own expense. Any damages or penalties recovered by Bank in such proceedings in excess of the cost (including reasonable attorneys' fees) of such proceedings, shall be paid to Borrower, unless, prior to the time such recovery is obtained, Bank has acquired ownership of all rights in and to the Collateral, in which event all of such recoveries shall be paid to and shall be the property of Bank.

8. **Termination.** This Agreement shall continue in full force and effect until such time as all of Borrower's obligations under the Loan Documents have been fulfilled, at which time this Agreement shall terminate. Borrower shall have the right to use the Collateral and make, use and sell the inventions disclosed and claimed in the Trademarks in the ordinary course of its business, subject to the terms and covenants of the Loan Documents and this Agreement.

9. **Successors and Assigns; Assignment.** This Agreement shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Bank and its successors and assigns. Neither this Agreement nor the security interest granted herein may be assigned, transferred or conveyed by Bank except upon the prior written consent of Borrower, which consent shall not be unreasonably withheld or delayed.

10. **Cumulative Remedies.** The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Documents or any other agreement or instrument delivered in connection therewith.

11. **Amendments and Waivers.** This Agreement may not be modified, supplemented, or amended, or any of its provisions waived at the request of Borrower, without the prior written consent of Bank. Borrower hereby authorizes Bank to modify this Agreement by amending Schedule 1 hereto to include any future Collateral.

12. **Waiver of Rights.** No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any other party. No waiver by Bank of any breach or default by Borrower shall be deemed a waiver of any other or previous breach or default or of any breach or default occurring thereafter.

13. **Further Acts.** Borrower shall have the duty: to prosecute diligently any application for the Trademarks as of the date of this Agreement or thereafter, until this Agreement terminates; to make applications for trademark registration in the United States or abroad on unregistered but registrable marks; and to take all steps reasonable and necessary to maintain the Trademarks and to keep the Trademarks in good standing, including without limitation by filing all renewal applications, affidavits of use and affidavits of incontestability and contesting all oppositions, interferences and cancellation proceedings, during the term of this Trademark Security Agreement. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any pending trademark application or registration, without the prior written consent of Bank, which consent Bank shall not unreasonably withhold.

14. **Enforcement.** Upon Borrower's failure to do so after Bank's written demand therefor, or upon the occurrence of an Event of Default, Bank shall have the right but shall in no way be obligated to bring suit in Borrower's or Bank's name to enforce the Trademarks, in which event Borrower shall at the request of Bank do any and all lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement. In any such event, Borrower shall promptly, upon written demand therefor, reimburse and indemnify Bank and/or its attorneys, agents and/or representatives for all costs and expenses incurred by Bank in the exercise of its rights under this Section 14.

15. **Termination of Security Interest.** At such time as all of the Loan Documents shall have been terminated, other than upon enforcement of Bank's remedies under the Loan Documents after an Event of Default, Bank shall execute and deliver to Borrower all documents and instruments as may be necessary or proper to release and terminate Bank's lien in the Collateral, subject to any dispositions thereof which may have been made by Bank pursuant to the terms of this Agreement.

16. **Severability.** If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

17. **Notices.** All notices, requests and demands to or upon Borrower or Bank under this Agreement shall be given in the manner prescribed by the Loan and Security Agreement.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.



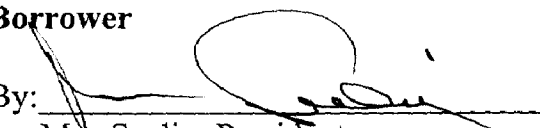
19. **Entire Agreement.** This Agreement (including the Schedules hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding between the parties hereto as to the matters set forth herein and supersede and revoke all prior agreements and understandings, oral or written, between the parties hereto or otherwise with respect to the subject matter hereof. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding upon any party unless set forth in an instrument in writing signed by both parties.

20. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

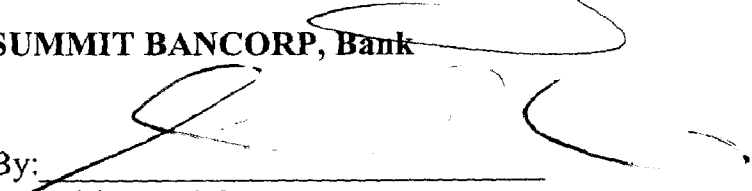
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

**ATLANTIC CITY COIN & SLOT  
SERVICE COMPANY, d/b/a AC COIN  
AND SLOT SERVICE CO., INC.,**

**Borrower**

By:   
Mac Seelig, President

**SUMMIT BANCORP, Bank**

By:   
Adrian M. Marquez,  
Vice President, Middle Market Lending

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF ATLANTIC )

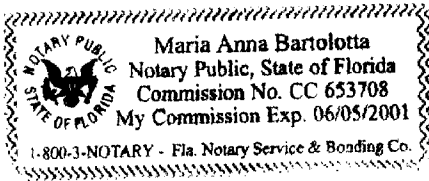
On the 20<sup>th</sup> day of August, 2000, before me personally came Mac Seelig, to me known, who being by me duly sworn, did depose and say that he is the President of Atlantic City Coin & Slot Service Company, Inc., d/b/a AC COIN AND SLOT SERVICE CO., INC., the corporation described in and which executed the foregoing instrument; and that he signed his name by order of the board of directors of said corporation.

Diana M. Farinelli  
Notary Public  
**DIANA M. FARINELLI**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires June 15, 2005**

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF Brevard )

On the 31<sup>st</sup> day of July, 2000 before me personally came Adrian M. Marquez, to me known, who being by me duly sworn, did depose and say that he is a Vice President of Middle Market Lending of Summit Bank, the corporation described in and which executed the foregoing instrument; and that he signed his name by order of the board of directors of said corporation.

Maria Anna Bartolotta  
Notary Public



**SCHEDULE 1****U.S. TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Int'l Class</u>
"Chuck Wagons"	2,289,540	Oct. 26, 1999	9
"Diamonds and Pearls"	2,330,157	Mar. 14, 2000	9
"Empire"	2,298,858	Dec. 7, 1999	9
"Isle of Pearls"	2,223,284	Feb. 9, 1999	9
"Quarter Frenzy"	2,267,490	Aug. 3, 1999	9
"Reel Detectives"	2,016,975	Nov. 19, 1996	9
"Road Rally"	1,908,286	Aug. 1, 1995	9

**U.S. TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Int'l Class</u>
"Bells N' Whistles"	75/278,044	Apr. 21, 1997	9
"Boardwalk Frenzy"	75/442,778	Mar. 2, 1998	28
"Dog N' Pony"	75/278,046	Apr. 21, 1997	9
"Dollar Frenzy"	75/379,128	Oct. 24, 1997	9
"Excess"	75/904,833	Jan. 28, 2000	9
"Fortune Teller"	75/824,661	Oct. 18, 1999	9
"Heads or Tails"	75/384,048	Nov. 3, 1997	9
"It's a Whole New Ball Game"	76/061,001	Jun. 1, 2000	9
"Merlin"	76/057,433	May 22, 2000	9

**SCHEDULE 1****U.S. TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Int'l Class</u>
"Chuck Wagons"	2,289,540	Oct. 26, 1999	9
"Diamonds and Pearls"	2,330,157	Mar. 14, 2000	9
"Empire"	2,298,858	Dec. 7, 1999	9
"Isle of Pearls"	2,223,284	Feb. 9, 1999	9
"Quarter Frenzy"	2,267,490	Aug. 3, 1999	9
"Reel Detectives"	2,016,975	Nov. 19, 1996	9
"Road Rally"	1, 908,286	Aug. 1, 1995	9

**U.S. TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Int'l Class</u>
"Bells N' Whistles"	75/278,044	Apr. 21, 1997	9
"Boardwalk Frenzy"	75/442,778	Mar. 2, 1998	28
"Dog N' Pony"	75/278,046	Apr. 21, 1997	9
"Dollar Frenzy"	75/379,128	Oct. 24, 1997	9
"Excess"	75/904,833	Jan. 28, 2000	9
"Fortune Teller"	75/824,661	Oct. 18, 1999	9
"Heads or Tails"	75/384,048	Nov. 3, 1997	9
"It's a Whole New Ball Game"	76/061,001	Jun. 1, 2000	9
"Merlin"	76/057,433	May 22, 2000	9

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Int'l Class</u>
"Nickel Frenzy"	75/379,169	Oct. 24, 1997	9
"Power Slotto"	76/014,177	Mar. 31, 2000	9
"Reels to Riches"	76/004,602	Mar. 20, 2000	9
"Slotto"	75/202,613	Nov. 22, 1996	9
"Slotto Mart"	76/014,178	Mar. 31, 2000	9
"Sweetheart Slots"	75/824,662	Oct. 18, 1999	9
"Wheels to Riches"	76/004,601	Mar. 20, 2000	9

### FOREIGN TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Int'l Class</u>
[Country]:			
None.			

### FOREIGN TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Int'l Class</u>
[Country]:			
None.			

### TRADE NAMES

<u>Name</u>
"Beam Me Up"
"Empire State Building"
"Envirovision"
"Jackrapid Jackpots"
"Liberty Bells"
"Time Trial"

Name

“Party Line”

“Project X”

“Six Pack”

“Slot Environments”

“Tortoise and the Hare”

\* Variations of any of the registered or unregistered trademarks, service marks and trade names listed on this Schedule 1.

\* All other registered and unregistered trademarks, service marks and trade names used and owned by Assignor in connection with its bridal goods and services business, together with the goodwill associated therewith.

### LICENSES

<u>Mark</u>	<u>Registration/Serial No.</u>	<u>Licensee</u>
-------------	--------------------------------	-----------------

None.

### LIENS

<u>Mark</u>	<u>Lien Holder</u>
-------------	--------------------

None.

**SPECIAL POWER OF ATTORNEY**

STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF *Atlantic* )

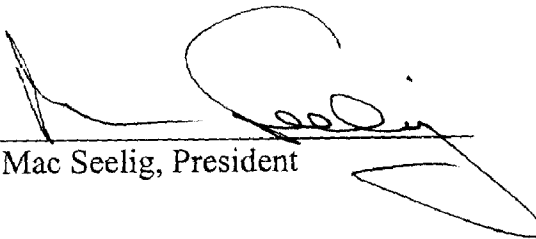
KNOWN ALL MEN BY THESE PRESENTS, THAT ATLANTIC CITY COIN & SLOT SERVICE COMPANY, INC., d/b/a AC COIN AND SLOT SERVICE CO., INC., a New Jersey corporation with an office at 201 West Decatur Avenue, Pleasantville, New Jersey 08232 (hereinafter called "Borrower"), hereby appoints and constitutes Summit Bank, a New Jersey banking corporation (hereinafter called "Bank"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Borrower in and to any trademark, service mark or trade name, and all registrations or renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, any or all of the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Bank may in its sole discretion determine.

This Special Power of Attorney is made pursuant to a certain Trademark Security Agreement, dated the date hereof, entered into by and between Borrower and Bank and takes effect solely after the occurrence of an Event of Default thereunder (as such term is defined therein) and solely for the purposes of Sections 4 and 5 thereof and is subject to the terms and conditions thereof.

**ATLANTIC CITY COIN & SLOT  
SERVICE COMPANY, INC., d/b/a AC  
COIN AND SLOT SERVICE CO., INC.**

By:   
Mac Seelig, President

*August*  
Dated: ~~July~~ 2, 2000

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
 ) ss:  
COUNTY OF Atlantic )

On the 2ND day of August, 2000 before me personally came Mac Seelig  
\_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that s/he  
resides at 601 N. Shore Rd. Absecon, NJ s/he is the President of  
ATLANTIC CITY COIN & SLOT SERVICE COMPANY, INC., d/b/a AC COIN AND SLOT  
SERVICE CO., INC., the corporation described in and which executed the foregoing instrument;  
and that s/he signed his/her name by order of the board of directors of said corporation.

DIANA M. FARINELLI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 15, 2005

\_\_\_\_\_  
Notary Public