

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

11-03-2000

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



101504209

**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 #

8-24-00

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

Execution Date
Month Day Year
07 21 2000

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
- 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.)

Citizenship/State of Incorporation/Organization

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

FORM PTO-1618B
Expires 06/30/99
OMB 0451-0027

Page 2

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

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)

<input type="text" value="75794348"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75623357"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75676087"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2014409"/>	<input type="text" value="2155419"/>	<input type="text" value="2206508"/>
<input type="text" value="2145202"/>	<input type="text" value="2173495"/>	<input type="text" value="2237064"/>
<input type="text" value="2152917"/>	<input type="text" value="2189674"/>	<input type="text" value="2313114"/>

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.

Carol M. Dahlberg

August 14, 2000

Name of Person Signing

Signature

Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0681-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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/AKA/TA

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)

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of July 21, 2000 is made by and between ACRES GAMING INCORPORATED, a Nevada corporation, also known as Acres Gaming Inc. and Acres Gaming, Inc., and AGI DISTRIBUTION, INC., a Nevada corporation, whose address and principal place of business is 7115 Amigo Street, Suite 150, Las Vegas, Nevada 89119 (collectively, jointly and severally, the "Debtor"), and WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, whose address and principal place of business is Sixth Street and Marquette Avenue, Minneapolis, Minnesota 55479 (the "Secured Party").

Recitals

The Debtor and the Secured Party have entered into a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is ACRES GAMING INCORPORATED, also known as ACRES GAMING INC. and ACRES GAMING, INC. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof, and accurately lists all applications for patents pending on the date hereof.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) **No Sale.** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** Unless otherwise agreed by Secured Party, the Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any

maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable. Debtor will diligently pursue all pending applications for patents and will take all reasonable actions to insure issuance thereof.

(h) ***Secured Party's Right to Take Action.*** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time during a Default Period under the Credit Agreement to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

(k) ***Intent to Use Applications.*** Debtor has or may have in the future considered the adoption of trademarks or service marks for which it has or will file applications for registration with the United States Patent and Trademark Office under Section 1 (b) of the Trademark Act ("intent to use"). The trademarks for which applications are so filed, and the

applications filed in connection therewith are not Trademarks and are not subject to the security interest created herein. Debtor agrees that it will be an Event of Default under this Agreement if at any time any other person acquires any interest, including a security interest, in the trademarks or the applications. Debtor further agrees that upon issuance by the United States Patent and Trademark Office of any registration of any such marks, the marks so registered at that time shall become Trademarks under this Agreement and shall be subject to the security interest granted hereunder. Debtor shall use its best efforts to notify Secured Party of the issuance of any such registration, and shall, unless otherwise agreed by Secured Party, execute any document required at that time to perfect the security interest in such marks, and failure to do so shall be an Act of Default under this Agreement.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to

apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Arizona without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

ACRES GAMING INCORPORATED

By Reed M. Stewell
Its SVP, CFO, Secretary & Treasurer

AGI DISTRIBUTION, INC., a Nevada corporation

By Reed M. Stewell
Its Secretary & Treasurer

WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION

By *[Signature]*
Its Assistant Vice President

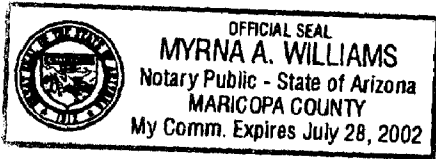
STATE OF Arizona

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 21 day of July, 2000, by Reed M. Alewel, the SVP, CFO, Sec + Tr. of Acres Gaming Incorporated, a Nevada corporation, on behalf of the corporation.

(Seal and Expiration Date)

Myrna A. Williams
Notary Public



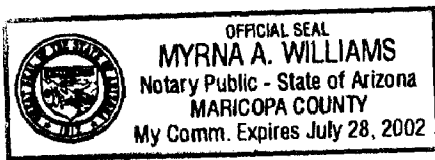
STATE OF Arizona

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 21 day of July, 2000, by Reed M. Alewel, the Sec. + Tr. of AGI Distribution, Inc., a Nevada corporation, on behalf of the corporation.

(Seal and Expiration Date)

Myrna A. Williams
Notary Public



STATE OF MINNESOTA

COUNTY OF HENNEPIN

JULY The foregoing instrument was acknowledged before me this 24 day of JULY, 2000, by BRETT BEUGEN, a ASSISTANT VICE PRESIDENT of Wells Fargo Bank Minnesota, National Association, on behalf of the association.

(Seal and Expiration Date)

Jenell F. Nallick
Notary Public

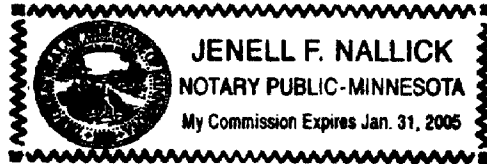


EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Flashing and dimming fluorescent lamps for a gaming device	6,043,615	March 28, 2000
Electronic display with curved face	6,008,784	December 28, 1999
Method and apparatus for implementing a jackpot bonus on a network of gaming devices	5,876,284	March 2, 1999
Flashing and dimming fluorescent lamps for a gaming device	5,854,542	December 29, 1998
Method and apparatus for operating networked gaming devices	5,836,817	November 17, 1998
Method and apparatus for operating networked gaming devices	5,820,459	October 13, 1998
Method and apparatus for operating networked gaming devices	5,702,304	December 30, 1997
Method for operating networked gaming devices	5,655,961	August 12, 1997
Method and apparatus for operating networked gaming devices	5,752,882	May 19, 1998
Method and apparatus for operating networked gaming devices	5,741,183	April 21, 1998

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
Networked Gaming Devices Using Bonus Token	Republic of South Africa	SA 99/2946	December 29, 1999
Method for Transferring Credit from One Gaming Machine to Another	Republic of South Africa	SA 99/2943	December 29, 1999
Method and Apparatus for Promoting Play on a Network of Gaming Devices	Republic of South Africa	SA 98/03158	October 27, 1999
Method and Apparatus for Implementing in Video a Secondary Game Responsive to Player Interaction with a Primary Game	Republic of South Africa	SA 99/2942	December 29, 1999
A Method for Crediting a Player of an Electronic Gaming Device	Republic of South Africa	SA 99/2945	December 29, 1999

PATENTS PENDING

<u>Title</u>	<u>Serial Number</u>	<u>Date Filed</u>
Method and Apparatus for Operating Networked Gaming Devices	08/998,285	December 24, 1997
Bonus Token	60/083,302	April 28, 1998
Method for Transferring Credit from One Gaming Machine to Another	09/134,285	August 14, 1998
Method and Apparatus for Promoting Play on a Network of Gaming Devices	09/425,544	October 22, 1999
Method and Apparatus for Promoting Play on a Network of Gaming Devices	08/843,411	April 15, 1997
Computer Network for Controlling and Monitoring Gaming Devices	08/922,046	September 2, 1997
Method for Awarding Variable Bonus Awards to Gaming Machines Over a Network	09/105,981	June 26, 1998
Operation of Gaming Machines in a Linked Bonus Prize Winning Mode	09/075,153	May 8, 1998
Method for Providing Incentive to Play Gaming Devices Connected by a Network to a Host Computer	08/672,217	June 25, 1996
Video Puzzle Promotion for Networked Gaming Devices	09/036,518	March 6, 1998
Dynamic Threshold for Pool-Based Bonus Promotions in Electronic Gaming Systems	60/099,921	September 11, 1998
Dynamic Threshold for Pool-Based Bonus Promotions in Electronic Gaming Systems	09/245,048	February 4, 1999
Method and Apparatus Implementing in Video a Secondary Game Responsive to Player Interaction with a Primary Game	09/104,145	June 23, 1998
Gaming Device Sound System	08/865,747	May 30, 1997
Method and Apparatus for Controlling Cost of Playing Electronic Gaming Device	09/086,964	May 29, 1998

<u>Title</u>	<u>Serial Number</u>	<u>Date Filed</u>
Networked Credit Adjust Meter for Electronic Gaming Machines	09/122,437	July 24, 1998
A Method for Crediting a Play of an Electronic Gaming Device	09/134,598	August 14, 1998
Electronic Gaming Machine with Loyalty Bonus Display	60/131,453	April 28, 1999
Methods of Problem Gaming Mitigating	60/151,501	August 30, 1999

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
PERSONAL PROGRESSIVES	2014409	November 5, 1996
MATCH PLAY	2145202	March 17, 1998
PROMAN	2152917	April 21, 1998
SLOTMAN	2155419	May 5, 1998
BONUSMAN	2173495	July 14, 1998
HURRICANE ZONE	2189674	September 15, 1998
ACRES GAMING	2206508	December 1, 1998
TRACKMAN	2237064	April 6, 1999
SUPER REELS	2313114	February 1, 2000
LUCKY COIN	2333700	March 21, 2000
MONEY MINT	2343594	April 18, 2000
BONUS ENGINE	2353201	May 30, 2000

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
ADD 'EM UP BONUS	75794348	September 8, 1999
ACRES	75623357	January 19, 1999
ACRES BONUSING SYSTEM	75676087	April 5, 1999

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

MUSICAL CHERRIES

PICK A PRIZE

GUARDIAN

CHASE THE ACE

FAME OR FORTUNE

STARS AND STRIPES

STARS OR STRIPES

COINLESS TRANSIT

PROPHET

MERLIN

APPRECIATION TIME

CELEBRATION PRIZES

FANTASY

POINTPLAY

RANDOM RICHES

RETURNPLAY

WELCOME BACK

WIZARD

XTRA CREDIT

MONEY BAGS

FREE-FOR-ALL

BIG SPIN BONUS

B-2