FORM PTO-1594
1-31-92

7-13-01

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# RECORDATION FORM COVER SHEET

07-20-2001

ILY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101783551

To the Honorable Commissioner of P ... attached original documents or copy thereof.

1. Name of conveying party(ies):
Alliance Gaming Corporation (NV)
Bally Gaming International, Inc. (DE)
United Coin Machine Co. (NV)

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

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

3. Nature of conveyance:
- ☐ Assignment
- ☒ Security Agreement
- ☐ Other
- ☐ Merger
- ☐ Change of Name

Execution Date: June 22, 2001

address of receiving party(ies):

Name: Bank of America, N.A., as Administrative Agent

Internal Address:

Street Address: 555 S. Flower St., 11th Fl.

City: Los Angeles State: CA ZIP: 90071

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

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

A. Trademark Application No.(s)

See Schedule 1 Attached

B. Trademark registration No.(s)

See Schedule 1 Attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Sheppard, Mullin, Richter & Hampton

Internal Address: Attn: Julie Cravitz

Street Address: 333 S. Hope St.
48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: ..... 111

7. Total fee (37 CFR 3.41): ..... $ 2,790.00

- ☒ 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.*

MICHAEL HAWORTH — Name of Person Signing
Signature
July 12, 2001 — Date

Total number of pages comprising cover sheet: 27

OMB No. 0651-0011 (exp. 4/94)

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

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01 FC:481 40.00 OP
02 FC:482 2750.00 OP

**Commissioner of Patents and Trademarks**
**Box Assignments**
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## Schedule I

### Domestic Federal Trademarks

| Mark Owner | Mark | Filing Date | Serial # | Registration # | Reg. Date |
|---|---|---|---|---|---|
| BALLY GAMING INC. and BALLY GAMING INTERNATIONAL INC. | 24 Karat | 96/10/16 | 75-183239 | 2108954 | 97/10/28 |
| | 2nd Chance | 88/03/28 | 73-719099 | 1513725 | 88/11/22 |
| | 99 Bottles of Beer | 99/10/04 | 75-813601 | | |
| | Balligator | 94/06/01 | 74-532246 | 1911201 | 95/08/15 |
| | Beach Blanket Jackpot | 4/13/2001 | 76/242275 | | |
| | Bell Ringer | 94/11/15 | 74-599177 | 1929955 | 95/10/24 |
| | Black & White | 96/10/16 | 75-183239 | 2154642 | 98/05/05 |
| | Black Gold | 89/10/13 | 73-831263 | 1629270 | 90/12/25 |
| | Black Gold Black & Design | 90/01/24 | 74-022285 | 1627332 | 90/12/11 |
| | Black Velvet | 93/11/10 | 74-456890 | 1906391 | 95/07/18 |
| | Blazing 777 & Design | 94/05/03 | 74-523332 | 1894972 | 95/05/23 |
| | Blazing 7's Millions | 00/4/24 | 76-034335 | | |
| | Blazing Sevens Millions | 00/4/24 | 76-034336 | | |
| | California Cash | 00/4/24 | 76-034339 | | |
| | California Dreamin' | 93/11/08 | 74-455472 | 1875115 | 95/01/24 |
| | California Millionaire | 4/24/2000 | | | |
| | California Millions | 4/24/2000 | | | |
| | Cash Cage | 96/11/06 | 75-194196 | 2289212 | 99/10/26 |
| | Deuces Wild | 93/12/20 | 74-472916 | 1909527 | 95/08/01 |
| | Diamond Winners | 94/06/20 | 74-539998 | 1954203 | 96/02/06 |
| | Diamonds & Roses | 96/0202 | 75-052125 | 2114645 | 97/11/18 |
| | DMK | 92/04/01 | 74-261467 | 1794179 | 93/09/21 |
| | EVO Evolution Series | 00/4/24 | 76/034341 | | |
| | Feature Frenzy | 97/08/11 | 75-340461 | 2265533 | 99/07/27 |
| | Fire and Ice | 94/01/21 | 74-481878 | 1878524 | 95/02/14 |
| | Firecracker | 92/07/08 | 74-292859 | 1834437 | 94/05/13 |
| | Five & Dime | 98/04/20 | 75-470683 | 2336691 | 00/3/28 |
| | Five Grand | 89/10/13 | 73-831262 | 1620646 | 90/10/30 |
| | Flashback | 93/10/27 | 74-453841 | 1909207 | 95/08/01 |
| | French Quarters | 92/08/28 | 74-309900 | 1850371 | 94/08/16 |
| | Game Magic | 97/08/11 | 75-340462 | 2274902 | 99/08/31 |
| | Game Maker | 95/09/27 | 74-734836 | 2086870 | 97/08/12 |
| | Game Maker | 92/11/09 | 74-330029 | 1855425 | 94/09/20 |
| | | 97/01/30 | 75-233845 Refiled: | | |
| | | Refiled: | 76-131614 | | |
| | Game Net | 00/09/20 | | | |
| | Gamekeeper | 93/11/08 | 74-455468 | 1864585 | 94/11/29 |
| | GameTicker | 00/09/20 | 76-131613 | | |
| | GameTrak | 94/12/19 | 74-612957 | 1942616 | 95/12/19 |
| | GameWatch | 96/10/25 | 75-187437 | 2,355,548 | 00/06/06 |
| | Gimme 5 | 96/10/16 | 75-183237 | 2107092 | 97/10/21 |
| | Gold Mine | 96/07/16 | 75-134785 | 2,179,148 | 98/08/04 |
| | Gold Rush | 92/08/28 | 74-309899 | 1870373 | 94/12/27 |
| | Grand Slam | 90/06/01 | 74-064612 | 1645049 | 91/05/21 |
| | Hat Trick | 93/10/18 | 74-448774 | 1903460 | 95/07/04 |
| | Hee Haw | 01/4/13 | 76/242278 | | |
| | High Fives | 92/07/08 | 74-292857 | 1843749 | 94/07/05 |
| | Hit 'N Run | 93/11/08 | 74-455469 | 1881937 | 95/03/07 |
| | Hot Hot Hot | 00/4/24 | 76/034340 | | |
| | Jacks R Better | 94/05/03 | 74-521152 | 1914649 | 95/08/29 |
| | Jumpin Jokers | 94/04/20 | 74-519357 | 1897414 | 95/06/06 |
| | Keno Plus | 96/03/15 | 75-073441 | 2263360 | 99/07/20 |
| | Kubik Keno | 00/11/10 | 78/034802 | | |
| | Laugh In | 01/4/13 | 76/242276 | | |
| | Laugh Out Loud | 01/4/13 | 76/242277 | | |
| | Let's Play! | 99/09/15 | 75-800779 | | |
| | Lightning Sevens | 94/06/17 | 74-540481 | 1934946 | 95/11/14 |
| | Loony Darts | 97/08/25 | 75-346719 | 2274910 | 99/08/31 |
| | Majestic Lions | 93/11/18 | 74-460212 | 1855641 | 94/09/27 |
| | Mastercom | 92/04/01 | 74-261468 | 1817372 | 94/01/18 |
| | Millionaire 7's | 00/4/24 | 76/034333 | | |
| | Millions and More | 97/05/20 | 75-295280 | | |
| | Mini Royal | 93/11/18 | 74-460213 | 1858476 | 94/10/18 |
| | Naughty Nickels | 94/01/21 | 74-481860 | 1883404 | 95/03/14 |

BALLY GAMING INC. and BALLY GAMING INTERNATIONAL INC.

## Schedule I

### Domestic Federal Trademarks

| | | | | |
|---|---|---|---|---|
| Overload | 93/10/27 | 74-453486 | 1903464 | 95/07/04 |
| Pharaoh's Treasure | 93/11/08 | 74-455467 | 1895966 | 95/05/30 |
| Pick'em Poker | 95/02/22 | 74-637606 | 2,067,622 | 97/06/03 |
| Plum Crazy | 93/11/08 | 74-455471 | 1851392 | 94/08/30 |
| Pool Shark | 98/12/14 | 75-605119 | | |
| Proseries and Design | 94/05/13 | 74-524489 | 1909836 | 95/08/08 |
| Proslant | 94/06/17 | 74-540493 | 1934947 | 95/11/14 |
| Proslot | 94/05/12 | 74-524488 | 1927386 | 95/10/17 |
| Proslot 6000 | 98/03/16 | 75-451034 | | |
| Prosound | 96/08/15 | 75-151005 | 2,117,354 | 98/07/28 |
| Provideo | 94/05/12 | 74-524487 | 1940561 | 95/12/12 |
| Rapid-5-Way | 89/10/13 | 73-831260 | 1595582 | 90/05/08 |
| Reel Gems | 92/07/08 | 74-292860 | 1843750 | 94/07/05 |
| Reel Trends | 95/04/07 | 74-657746 | 1960253 | 96/03/05 |
| Rich & Famous | 94/05/13 | 74-524486 | 1916120 | 95/09/05 |
| Roaring 20's | 98/12/14 | 75-605121 | 2311570 | 00/1/25 |
| Roll The Dice | 97/06/30 | 75-317409 | 2235255 | 99/03/23 |
| Same Four Wins More | 94/06/17 | 74-540494 | 1934948 | 95/11/14 |
| SDS | 81/08/06 | 73-322454 | 1282203 | 84/06/19 |
| SDSWEB | 00/11/06 | 7659326 | | |
| Series E | 82/06/28 | 73-371918 | 1271938 | 84/03/27 |
| Show Me The Money | 96/03/12 | 75-256925 | | |
| Silver & Gold | 95/02/22 | 74-637605 | 2076114 | 97/07/01 |
| Sir Prize | 93/10/27 | 74-453487 | 1903465 | 95/07/04 |
| Stars and Bars | 94/01/21 | 74-482065 | 1879606 | 95/02/21 |
| Swingtime | 98/12/14 | 75-605120 | | |
| Ten Grand | 89/10/16 | 73-831463 | 1616299 | 90/10/02 |
| Thrillions | 97/12/17 | 75-406487 | 2263723 | 99/07/20 |
| Triple Gold | 95/09/15 | 74-729626 | 2,162,384 | 98/06/02 |
| VIVO | 00/11/14 | 76/165196 | | |
| White Gold | 93/11/08 | 74-455404 | 1880439 | 95/02/28 |
| Wild Rose | 94/06/17 | 74-540491 | 1953736 | 96/01/30 |
| Win Pigs Fly | 96/07/16 | 75-134787 | 2,179,149 | 98/08/04 |
| Win With The Stars | 94/12/01 | 74-605215 | 1937150 | 95/11/21 |
| Wizard of Odds | 96/01/26 | 75-048813 | 2038603 | 97/02/18 |
| Y2K | 99/03/16 | 75-661707 | | |

## Schedule I

## Domestic Federal Trademarks

ALLIANCE GAMING CORPORATION

| Mark | Filing Date | Serial # | Registration # | Reg. Date |
|---|---|---|---|---|
| Alliance Gaming | 95/02/13 | 76-6333293 | 1944254 | 95/12/26 |
| Rail City | 96/02/09 | 75-055796 | 2,126,132 | 97/12/30 |
| Rail City | 96/02/09 | 75-055794 | 2,124,253 | 97/12/23 |
| Rail City | 96/02/09 | 75-055795 | 2,124,254 | 97/12/23 |
| Rainbow Casino | 97/12/03 | 75-399676 | 2,216,381 | 99/01/05 |
| Rainbow Casino | 97/12/03 | 75-399677 | 2,245,675 | 99/05/18 |
| Rainbow Casino | 97/12/03 | 75-399678 | 2,245,676 | 99/05/18 |
| Rainbow Hotel Casino | 99/10/20 | 75-828617 | | |
| Rainbow Hotel Casino | 99/10/20 | 75-828616 | 2,448,841 | 5/8/2001 |
| Rainbow Hotel Casino | 99/10/20 | 75-828615 | 2,448,840 | 5/8/2001 |
| SportsPhone | 98/02/13 | 75-434275 | | |

## Schedule I

## Domestic Federal Trademarks

UNITED COIN MACHINE CO.

| Mark | Filing Date | Serial # | Registration # | Reg. Date |
|---|---|---|---|---|
| Bingo Frenzy | 97/09/23 | 75-361448 | 2433793 | 3/6/2001 |
| Gamblers Bonus | 96/09/12 | 75-164998 | 2158209 | 98/05/19 |
| Select-A-Bet | 97/09/23 | 75-361449 | 2239940 | 99/04/13 |

## Schedule I

### Domestic Federal Trademarks

BALLY GAMING INC. and BALLY GAMING INTERNATIONAL INC.

| | | | | |
|---|---|---|---|---|
| Overload | 93/10/27 | 74-453486 | 1903464 | 95/07/04 |
| Pharaoh's Treasure | 93/11/08 | 74-455467 | 1895966 | 95/05/30 |
| Pick'em Poker | 95/02/22 | 74-637606 | 2,067,622 | 97/06/03 |
| Plum Crazy | 93/11/08 | 74-455471 | 1851392 | 94/08/30 |
| Pool Shark | 98/12/14 | 75-605119 | | |
| Proseries and Design | 94/05/13 | 74-524489 | 1909836 | 95/08/08 |
| Proslant | 94/06/17 | 74-540493 | 1934947 | 95/11/14 |
| Proslot | 94/05/12 | 74-524488 | 1927386 | 95/10/17 |
| Proslot 6000 | 98/03/16 | 75-451034 | | |
| Prosound | 96/08/15 | 75-151005 | 2,117,354 | 98/07/28 |
| Provideo | 94/05/12 | 74-524487 | 1940561 | 95/12/12 |
| Rapid-5-Way | 89/10/13 | 73-831260 | 1595582 | 90/05/08 |
| Reel Gems | 92/07/08 | 74-292860 | 1843750 | 94/07/05 |
| Reel Trends | 95/04/07 | 74-657746 | 1960253 | 96/03/05 |
| Rich & Famous | 94/05/13 | 74-524486 | 1916120 | 95/09/05 |
| Roaring 20's | 98/12/14 | 75-605121 | 2311570 | 00/1/25 |
| Roll The Dice | 97/06/30 | 75-317409 | 2235255 | 99/03/23 |
| Same Four Wins More | 94/06/17 | 74-540494 | 1934948 | 95/11/14 |
| SDS | 81/08/06 | 73-322454 | 1282203 | 84/06/19 |
| SDSWEB | 00/11/06 | 7659326 | | |
| Series E | 82/06/28 | 73-371918 | 1271938 | 84/03/27 |
| Show Me The Money | 96/03/12 | 75-256925 | | |
| Silver & Gold | 95/02/22 | 74-637605 | 2076114 | 97/07/01 |
| Sir Prize | 93/10/27 | 74-453487 | 1903465 | 95/07/04 |
| Stars and Bars | 94/01/21 | 74-482065 | 1879606 | 95/02/21 |
| Swingtime | 98/12/14 | 75-605120 | | |
| Ten Grand | 89/10/16 | 73-831463 | 1616299 | 90/10/02 |
| Thrillions | 97/12/17 | 75-406487 | 2263723 | 99/07/20 |
| Triple Gold | 95/09/15 | 74-729626 | 2,162,384 | 98/06/02 |
| VIVO | 00/11/14 | 76/165196 | | |
| White Gold | 93/11/08 | 74-455404 | 1880439 | 95/02/28 |
| Wild Rose | 94/06/17 | 74-540491 | 1953736 | 96/01/30 |
| Win Pigs Fly | 96/07/16 | 75-134787 | 2,179,149 | 98/08/04 |
| Win With The Stars | 94/12/01 | 74-605215 | 1937150 | 95/11/21 |
| Wizard of Odds | 96/01/26 | 75-048813 | 2038603 | 97/02/18 |
| Y2K | 99/03/16 | 75-661707 | | |

## Schedule I

## Domestic Federal Trademarks

ALLIANCE GAMING CORPORATION

| Mark | Filing Date | Serial # | Registration # | Reg. Date |
|---|---|---|---|---|
| Alliance Gaming | 95/02/13 | 76-6333293 | 1944254 | 95/12/26 |
| Rail City | 96/02/09 | 75-055796 | 2,126,132 | 97/12/30 |
| Rail City | 96/02/09 | 75-055794 | 2,124,253 | 97/12/23 |
| Rail City | 96/02/09 | 75-055795 | 2,124,254 | 97/12/23 |
| Rainbow Casino | 97/12/03 | 75-399676 | 2,216,381 | 99/01/05 |
| Rainbow Casino | 97/12/03 | 75-399677 | 2,245,675 | 99/05/18 |
| Rainbow Casino | 97/12/03 | 75-399678 | 2,245,676 | 99/05/18 |
| Rainbow Hotel Casino | 99/10/20 | 75-828617 | | |
| Rainbow Hotel Casino | 99/10/20 | 75-828616 | 2,448,841 | 5/8/2001 |
| Rainbow Hotel Casino | 99/10/20 | 75-828615 | 2,448,840 | 5/8/2001 |
| SportsPhone | 98/02/13 | 75-434275 | | |

## Schedule I

## Domestic Federal Trademarks

UNITED COIN MACHINE CO.

| Mark | Filing Date | Serial # | Registration # | Reg. Date |
|---|---|---|---|---|
| Bingo Frenzy | 97/09/23 | 75-361448 | 2433793 | 3/6/2001 |
| Gamblers Bonus | 96/09/12 | 75-164998 | 2158209 | 98/05/19 |
| Select-A-Bet | 97/09/23 | 75-361449 | 2239940 | 99/04/13 |

## Schedule I

## International Trademarks

| Owner | Country | Mark | Filing Date | Serial # | Registration # | Registration Date |
|---|---|---|---|---|---|---|
| BALLY GAMING, INC. and BALLY GAMING INTERNATIONAL, INC. | Argentina | Bally | | 1.404.363 | 1.404.363 | |
| | Argentina | Bally Gaming | 95/11/01 | 2.007.262 | 1.756.461 | 99/10/12 |
| | Argentina | Game Maker | 95/11/01 | 2.007.261 | 1.627.750 | 97/03/04 |
| | Australia | Bally Gaming | 95/10/26 | 676371 | | |
| | Australia | Blazing 777's & Design | 95/10/26 | 676374 | 676374 | 95/10/26 |
| | Australia | Diamond Winners | 95/10/26 | 676373 | 676373 | 95/10/26 |
| | Australia | Game Maker | 95/10/26 | 676372 | 676372 | 95/10/26 |
| | Australia | The Wizard Of Odds | 92/10/28 | | A589362 | 92/05/11 |
| | Benelux | Bally Gaming | 95/10/31 | 80.151 | 586207 | 95/10/31 |
| | Benelux | DMK | | | 509803 | |
| | Benelux | Game Maker | 95/10/31 | 80.150 | 586206 | 95/10/31 |
| | Benelux | Mastercom | | | 509905 | |
| | Brazil | Bally Gaming | 96/03/08 | 819140465 | 819140465 | 98/11/17 |
| | Brazil | Game Maker | 96/03/08 | 819140457 | 819140457 | 98/11/17 |
| | Canada | Balligator | 94/10/04 | 765823 | | |
| | Canada | Blazing 777 & Design | 94/10/04 | 765822 | TMA484,296 | 97/10/20 |
| | Canada | Game Maker | 95/11/02 | 795400 | TMA469,718 | 97/01/27 |
| | Canada | Gamekeeper | 93/08/25 | 735495 | | |
| | Canada | Gamekeeper | 97/02/17 | 836832 | TMA489,537 | 98/02/09 |
| | Canada | Gamepoint | 94/04/13 | 752189 | TMA475,774 | 97/05/06 |
| | Canada | Proseries | 94/06/16 | 757251 | TMA452,506 | 95/12/29 |
| | Canada | Proslant | 94/08/25 | 762712 | TMA481,900 | 97/09/02 |
| | Canada | Proslot | 94/06/16 | 757252 | TMA444147 | 95/06/16 |
| | Canada | Provideo | 94/06/16 | 757253 | TMA444148 | 95/06/16 |
| | Canada | Rich & Famous | 95/11/02 | 795399 | TMA469,665 | 97/01/24 |
| | Canada | White Lightning | 94/05/18 | 754641 | 448067 | 95/09/22 |
| | Canada | Wild Bonus Sevens | 2001/5/22 | 1103145 | | |
| | China | Bally Gaming | | | | |
| | Costa Rica | Alliance Gaming | | | | |
| | Costa Rica | Bally Gaming | | | 107900 | 98/06/11 |
| | Costa Rica | Game Maker | | | 107841 | 98/06/11 |
| | Ecuador | Bally Gaming | 95/10/31 | 62680 | 2086-99 | 99/09/15 |
| | Ecuador | Game Maker | 95/10/31 | 62678 | 2030-97 | 97/08/06 |
| | France | Black Gold | 90/03/22 | 11259 | 1582085 | 90/11/15 |
| | France | Black Gold Black | 90/06/20 | 11795 | 1634060 | 91/07/16 |
| | France | Blazing 777's & Design | 95/10/27 | 95/594857 | 95594856 | 95/10/27 |
| | France | Diamond WInners | 95/10/27 | 95/594862 | 95594862 | 95/10/27 |
| | France | DMK | | | 92-416632 | |
| | France | Game Maker | 95/10/27 | 95/594863 | 95594863 | 95/10/27 |
| | France | Mastercom | | | 92-416636 | |
| | France | The Wizard of Odds | 92/10/29 | | 92439604 | 93/05/14 |
| | Germany | Grand Slam | 90/10/29 | | 2005058 | 91/10/15 |
| | Germany | Rapid-5-Way | 90/03/22 | B894889wz | 1172669 | 91/02/26 |
| | Germany | The Wizard of Odds | 92/11/04 | | 2046925 | 93/10/13 |
| | Greece | Bally Gaming | 95/11/15 | 127004 | 127004 | 98/03/17 |
| | Greece | DMK | 92/03/03 | | 108.012 | 95/01/17 |
| | Greece | Game Maker | 95/11/15 | 127005 | 127005 | 98/03/17 |
| | Greece | Mastercom | 92/03/03 | | 108.011 | 95/01/17 |
| | Japan | Bally Gaming | 95/11/29 | 123846/95 | 4135122 | 98/04/10 |
| | Japan | Game Maker | 98/06/17 | 10-051536 | 4353867 | 00/01/21 |
| | Mexico | Bally Gaming | 95/11/01 | 247032 | 534,342 | 96/10/28 |
| | Mexico | Game Maker | 95/11/01 | 247033 | 554260 | 97/07/30 |
| | New Zealand | Bally Gaming | 95/10/24 | 255077 | 255077 | 95/10/24 |
| | New Zealand | Blazing 7777's & Design | 95/10/26 | 255149 | 255149 | 97/04/28 |
| | New Zealand | Diamond Winners | 95/10/24 | 255078 | 255078 | 98/12/11 |
| | New Zealand | Game Maker | 95/10/24 | 255079 | 255079 | 98/09/29 |
| | Panama | Game Maker | 96/01/22 | 79191 | 79191 | 96/01/22 |
| | Peru | Bally Gaming | 98/03/17 | | 046605 | 98/06/16 |
| | S. Africa | DMK | 92/02/20 | | 92/1419 | 94/04/15 |
| | S. Africa | Mastercom | | | 92/1418 | 92/02/20 |
| | South Africa | Bally Gaming | 95/10/26 | 95-14325 | 95-14325 | 95/10/26 |
| | South Africa | Blazing 777's & Design | 95/10/26 | 95-14327 | 95-14327 | 95/10/26 |
| | South Africa | Diamond Winners | 95/10/26 | 95-14326 | 95-14326 | 95/10/26 |
| | South Africa | Game Maker | 95/10/26 | 95-14328 | 95/14328 | 95/10/26 |
| | Spain | Bally Gaming | 95/12/26 | 2003574 | | |

## Schedule I

## International Trademarks

BALLY GAMING, INC. and BALLY GAMING INTERNATIONAL, INC.

| | | | | | |
|---|---|---|---|---|---|
| Spain | DMK | 92/04/29 | | 1698807 | 95/09/04 |
| Spain | Game Maker | 95/12/26 | 2003573 | 2003573 | 96/06/05 |
| Switzerland | Bally Gaming | 01/1/24 | 00758/2001 | | |
| Switzerland | Game Maker | 01/1/24 | 00759/2001 | | |
| UK | Bally and Design | 81/03/05 | | B1149993 | |
| UK | Bally Gaming | 95/11/01 | 2045130 | 2045130 | 95/11/01 |
| UK | Game Maker | 95/11/01 | 2045136 | 2045136 | 95/11/01 |
| UK | Game Maker | 95/11/01 | 2109546 | 2109546 | 96/09/09 |
| Uruguay | Bally Gaming | 95/11/03 | 282397 | 282397 | 97/06/09 |
| Uruguay | Game Maker | 95/11/03 | 282396 | | 99/09/07 |
| Venezuela | Bally Gaming | 01/1/8 | 199950 | | |

## Schedule I

## Domestic State Trademarks

BALLY GAMING, INC. and BALLY GAMING INTERNATIONAL, INC.

| MARK | STATE | REG. DATE |
|---|---|---|
| All American Stars and Bars | NV | 90/10/16 |
| Black Gold | NV | 89/10/18 |
| Blank Check | NV | 90/06/12 |
| Crescent Shape | NV | 85/06/13 |
| Crescent Shape | NJ | 85/06/18 |
| Double Dragon | NV | 90/11/20 |
| Fast Action 100 | NV | 89/10/18 |
| Fifty Grand | NV | 89/10/18 |
| Five Grand | NV | 89/10/18 |
| Five Grand | NJ | 89/10/27 |
| Game Maker | AZ | 95/10/23 |
| Game Maker | CO | 95/10/20 |
| Game Maker | MS | 95/11/06 |
| Game Maker | NV | 95/11/21 |
| Game Maker | LA | 95/10/20 |
| Game Maker | NJ | 95/10/24 |
| Game Maker | IL | 95/11/8 |
| Game Maker | NM | 95/12/6 |
| Grand Slam | NV | 90/06/06 |
| Hole-In-One | NV | 90/11/20 |
| Kenorama | NV | 90/06/12 |
| Lotsa Sevens | NV | 89/10/18 |
| Maverick | NV | 91/03/22 |
| Nickels To Riches | NV | 89/10/18 |
| Rapid-5-Way | NV | 89/10/18 |
| Ten Grand | NV | 89/10/18 |
| Ten Grand | NJ | 89/10/27 |
| Zany 8's | NV | 90/11/20 |

## Schedule I

## Domestic State Trademarks

UNITED COIN MACHINE CO.

| MARK | STATE | REG. DATE |
|---|---|---|
| Four of A Kind Bingo | NV | 95/09/29 |
| Gambler's Series (and design) - Class 21 | NV | 95/03/10 |
| Gamblers Bonus (Class 21) | NV | 95/03/10 |
| Gamblers Bonus (Class22) | NV | 95/03/10 |
| Gamblers Bonus - Cash For Play | NV | 95/09/29 |
| Gamblers Series (and design) - Class 22 | NV | 95/03/10 |
| Hot Ones (The) | NV | 90/06/06 |
| Now Paying At A Location Near You | NV | 90/06/06 |
| Stand To Win (Class 21) | NV | 95/03/10 |
| Stand To Win (Class 22) | NV | 95/03/10 |
| Ultimate Play (The) | NV | 90/06/06 |

# TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") dated as of June 22, 2001, is made by Alliance Gaming Corporation, a Nevada corporation ("Domestic Borrower"), Bally Gaming International, Inc., a Delaware corporation ("BGI") and United Coin Machine Co., a Nevada corporation ("Coin", and together with Domestic Borrower, BGI, and each other Person who may become a party hereto pursuant to Section 9 of this Assignment, the "Grantors"), in favor of Bank of America, N.A., as Administrative Agent under the Loan Agreement referred to below, the Lenders therein named and in favor of each of the Lenders which may hereafter become a party thereto, collectively as "Secured Party," with reference to the following facts:

## RECITALS

A. Domestic Borrower has entered into a Loan Agreement of even date herewith among Domestic Borrower, Bally Wulff Automaten GmbH, Bally Wulff Vertriebs GmbH, each of which is a company organized under the laws of the Federal Republic of Germany and is a wholly-owned Subsidiary of Domestic Borrower (the "German Borrowers" and, together with Domestic Borrower, "Borrowers"), the Lenders referred to therein, and Bank of America, N.A., as Administrative Agent (as it may from time to time be amended, restated, extended, renewed, modified or supplemented, the "Loan Agreement"). This Assignment is the Trademark Assignment referred to in the Loan Agreement and is one of the "Loan Documents" referred to in the Loan Agreement.

B. BGI and Coin have each guarantied the obligations of Borrowers pursuant to the Loan Agreement.

C. Pursuant to the Loan Documents of even date the Lenders are making certain credit facilities available to Borrowers.

D. As a condition of the availability of such credit facilities, Grantors are required to enter into this Assignment to grant security interests to Secured Party as herein provided.

E. Grantors expect to realize direct and indirect benefits from the execution of this Assignment.

## AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Borrowers, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

1. Definitions. Terms defined in the Loan Agreement and not otherwise defined in this Assignment shall have the meanings defined for those terms in the Loan Agreement. As used in this Assignment, the following terms shall have the meanings set forth below:

"Assignment" means this Trademark Assignment, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, including, without limitation, any documents or agreements by which additional Grantors become party hereto.

"Collateral" means and includes all of the following: (a) all of Grantors' now-existing, or hereafter acquired, right, title, and interest in and to all of Grantors' trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those trademarks, terms, designs, and applications described in Schedule 1 hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all licenses and sublicenses of trademarks, trade names, trade styles and service marks, to the extent that there exists no prohibition as a matter of law or pursuant to such agreements governing such license or sublicense on the transfer thereof for security as contemplated by this Assignment; and (d) any and all proceeds of any of the foregoing, including any claims by Grantors against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto.

"Grantors" means those Persons mentioned in the preamble to this Assignment and those entities that become parties hereto as provided in Section 5.10 of the Loan Agreement or Section 9 hereof, and each of them, and any one or more of them, jointly and severally.

"Secured Obligations" means (a) in the case of Domestic Borrower, any and all present and future Obligations of any type or nature of Domestic Borrower arising under or relating to the Loan Agreement and the Loan Documents or any one or more of them, including the German Facility Guaranty and (b) in the case of BGI and Coin, all present and future Obligations of any type or nature of BGI and Coin, or any one or more of them, arising under or relating to the Domestic Facilities Guaranty and the German Facility Guaranty, or either of them.

"Secured Party" means the Administrative Agent who shall receive and hold the assignments made hereunder for the ratable benefit of each of the Lenders which are parties to the Loan Agreement from time to time. Subject to the terms and conditions of the Loan Agreement, any right, remedy, privilege, or power of Secured Party shall be exercised by the Administrative Agent, acting with the consent of those Lenders required by the Loan Agreement.

2. Assignment. For valuable consideration, Grantors and each of them hereby jointly and severally grant and assign to Secured Party a security interest, to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, in and to all of the presently existing and hereafter acquired Collateral. This Assignment is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them and notwithstanding the bankruptcy of any Grantor or any other event or proceeding affecting any Grantor.

3. Representations, Warranties and Covenants. Grantors, and each of them, represent, warrant and agree that:

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Grantors own the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Grantors will, at their expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting, and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any Liens, claims, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as permitted by the Loan Agreement.

(b) As of the date hereof, none of Grantors or their Subsidiaries has any Trademarks registered, or subject to pending applications, in the USPTO, or any similar office or agency in the United States, or any other country that are material to the conduct of the business of Grantors and their Subsidiaries, taken as a whole, other than those described in Schedule 1.

(c) Within 30 days of the filing of an application for the registration of a trademark with the USPTO or any similar office or agency in the United States, any State therein, or any other country, the applicable Grantor or Subsidiary of such Grantor shall inform Secured Party of the filing of any such application promptly thereafter. Upon request of Secured Party, Grantors shall execute and deliver to Secured Party any and all agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the assignment of a security interest to Secured Party of such trademark. Each Grantor authorizes Secured Party to modify this Assignment by amending Schedule 1 to include any new trademark or service mark, and any trademark or service mark renewal of any Grantor applied for and obtained hereafter.

(d) No Grantor nor any Subsidiary of any Grantor has abandoned any of the Trademarks, and no Grantor nor any Subsidiary of any Grantor will do any act, or omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable, where such abandonment, cancellation, invalidation, unenforceability, avoidance or avoidability may constitute a Material Adverse Effect. Each Grantor shall notify Secured Party promptly if it knows, or has reason to know, of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, or unenforceable, and if as a result thereof, a Material Adverse Effect may result.

(e) Grantors will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to protect Secured Party's security interest in the Trademarks.

(f) Grantors assume all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds the Administrative Agent and each of the Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product

manufactured, promoted, or sold by any Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any Affiliate or Subsidiary thereof.

(g) Grantors shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO or any other foreign or domestic Governmental Agency, court or body, regarding any Grantor's ownership of any of the Trademarks. In the event of any material infringement of any of the Trademarks by a third party, Grantors shall promptly notify Secured Party of such infringement and sue for and diligently pursue damages for such infringement unless it is in the best interest of the Grantors not to pursue such proceeding. In the event that Grantors elect not to pursue any rights that might apply to the applicable Grantor in connection with the infringement, Grantors will notify Secured Party of such election.

(h) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Assignment under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other Law of the United States, the State of California, or of any countries or other States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to Secured Party its security interest in any of the Collateral, and each Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Each Grantor further authorizes Secured Party to have this or any other similar security agreement recorded or filed with the USPTO or other appropriate federal, state or government office.

(i) Following Secured Party's request thereof and the applicable Grantor's failure to perform, Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of any or all Grantors, such financing statements and other documents and agreements, and to take such other action as Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable Law, and Secured Party is hereby authorized to file on behalf of and in the name of any or all Grantors, at Grantors' sole expense, such financing statements, documents and agreements in any appropriate governmental office.

(j) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantors fail to pay or do as required hereunder to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security

interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees. Grantors will be liable to Secured Party for any such payment, which payment shall be deemed an advance by the Lenders to Grantors, shall be payable on demand, together with interest at the per annum rate then applicable to Base Rate Advances under the Loan Agreement, or the Default Rate, if applicable, and shall be part of the Secured Obligations.

4. Events of Default. Any "Event of Default" as defined in the Loan Agreement shall constitute an Event of Default hereunder.

5. Rights and Remedies. Upon the occurrence and during the continuance of any such Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Loan Agreement or otherwise, Secured Party may enforce its security interest hereunder which may be exercised without notice to, or consent by, any Grantor, except as such notice or consent is expressly provided for hereunder. Upon such enforcement:

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors or any Subsidiary of any Grantor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral, or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantors with five (5) days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Domestic Borrower, on behalf of all Grantors. Each Grantor hereby irrevocably appoints Domestic Borrower as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to Domestic Borrower. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 5(c). Secured Party shall have the power to buy the Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 5(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for



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filing, recording, or registration. Grantors agree to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may first apply the proceeds actually received from any such use, license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Loan Agreement. Grantors shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Loan Agreement.

(f) Upon request of Secured Party, Grantors shall supply to Secured Party, or Secured Party's designee, Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under Law, the Loan Agreement, this Assignment, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Waivers.

(a) Each Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default and during the continuance thereof to take immediate possession of the Collateral and exercise its rights with respect thereto.

(b) Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Assignment and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Each Grantor hereby agrees that it will not invoke any Law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Assignment or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and each Grantor hereby irrevocably waives the benefits of all such Laws.

(c) Except for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to

Secured Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Loan Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Loan Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

7. Costs and Expenses.

(a) Grantors will pay any and all charges, costs and taxes incurred in implementing or subsequently amending this Assignment, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of Secured Party's counsel incurred by Secured Party, and the allocated cost of in-house counsel to Secured Party, in connection with this Assignment, and in the enforcement of this Assignment and in the enforcement or foreclosure of any Liens, security interests or other rights of the Secured Party under this Assignment, or under any other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby.

(b) Grantors agree to reimburse Secured Party for and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, and the allocated cost of in-house counsel to the Secured Party, except losses, expenses and liabilities arising out of Secured Party's own gross negligence or willful misconduct.

8. Continuing Effect. This Assignment shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets.

9. Joinder. Any other Person may become a Grantor hereunder and become bound by the terms and conditions of this Assignment by executing and delivering to Administrative Agent an Instrument of Joinder substantially in the form attached hereto as Exhibit A, accompanied by such documentation as Administrative Agent may require to establish the due organization, valid existence and good standing of such Person, its qualification to engage in business in each material jurisdiction in which it is required to be so qualified, its authority to execute, deliver and perform this



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Assignment, and the identity, authority and capacity of each Responsible Official thereof authorized to act on its behalf.

10. Release of Grantors. This Assignment and all Secured Obligations of Grantors hereunder shall be released when all Secured Obligations (other than contingent indemnification obligations) have been paid in full in cash or otherwise performed in full and when no portion of the Commitments remains outstanding. Upon such release of Grantors' Secured Obligations hereunder, Secured Party shall return any Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Assignment, all as reasonably requested by, and at the sole expense of, Grantors.

11. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Administrative Agent under the Loan Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (including, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

12. WAIVER OF JURY TRIAL. EACH GRANTOR AND SECURED PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS ASSIGNMENT, ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS ASSIGNMENT, ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH GRANTOR AND SECURED PARTY HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT EACH GRANTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

13. CONSENT TO JURISDICTION; CHOICE OF FORUM.

(A) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF (X) IN THE CASE OF ANY OBLIGATIONS ARISING OUT OF THE REVOLVING COMMITMENT OR THE TERM COMMITMENT, IN THE STATE OF CALIFORNIA OR OF THE UNITED STATES FOR THE CENTRAL DISTRICT OF CALIFORNIA, OR (Y) IN THE CASE OF THE GERMAN COMMITMENT, IN SUCH COURTS OR IN COURTS IN AND FOR FRANKFURT, GERMANY, IN THE FEDERAL REPUBLIC OF GERMANY AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY,



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THE JURISDICTION OF THE AFORESAID COURTS. EACH GRANTOR HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH GRANTOR, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH GRANTOR. EACH GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH GRANTOR AT ITS ADDRESS SET FORTH OPPOSITE ITS SIGNATURE BELOW, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT, ANY LENDER OR THE HOLDER OF ANY NOTE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY GRANTOR IN ANY OTHER JURISDICTION.

(B) EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (A) ABOVE AND HEREBY FURTHER IRREVOCABLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

14. Miscellaneous.

(a) Grantors and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) Any notice, request, demand or other communication required or permitted under this Assignment shall be in writing and shall be deemed to be properly given if done in accordance with Section 11.6 of the Loan Agreement.

(c) Except as otherwise set forth in the Loan Agreement, the provisions of this Assignment may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Grantors.

(d) Except as otherwise set forth in the Loan Agreement or this Assignment, any waiver of the terms and conditions of this Assignment, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Assignment to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.

(e) Any failure or delay by Secured Party to require strict performance by Grantors of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantors, specifying such waiver.

(f) If any term or provision of this Assignment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

(g) If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment.

(h) This Assignment supersedes all prior oral and written assignments and agreements between the parties hereto on the subject matter hereof.

(i) This Assignment shall be binding upon, and for the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

(j) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.



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IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

"Grantor"

ALLIANCE GAMING CORPORATION,
a Nevada Corporation

By: _____

CEO & President
[Printed name and title]

BALLY GAMING INTERNATIONAL, INC.,
a Delaware Corporation

By: _____

President
[Printed name and title]

UNITED COIN MACHINE CO.,
a Nevada Corporation

By: _____

President
[Printed name and title]



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ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

BANK OF AMERICA, N.A.,
as Administrative Agent, and for
and on behalf of the Lenders

By: _____

Managing Director
[Printed name and title]



TRADEMARK
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## Schedule I

### Domestic Federal Trademarks

| Mark Owner | Mark | Filing Date | Serial # | Registration # | Reg. Date |
|---|---|---|---|---|---|
| BALLY GAMING INC. and BALLY GAMING INTERNATIONAL INC. | 24 Karat | 96/10/16 | 75-183239 | 2108954 | 97/10/28 |
| | 2nd Chance | 88/03/28 | 73-719099 | 1513725 | 88/11/22 |
| | 99 Bottles of Beer | 99/10/04 | 75-813601 | | |
| | Balligator | 94/06/01 | 74-532246 | 1911201 | 95/08/15 |
| | Beach Blanket Jackpot | 4/13/2001 | 76/242275 | | |
| | Bell Ringer | 94/11/15 | 74-599177 | 1929955 | 95/10/24 |
| | Black & White | 96/10/16 | 75-183239 | 2154642 | 98/05/05 |
| | Black Gold | 89/10/13 | 73-831263 | 1629270 | 90/12/25 |
| | Black Gold Black & Design | 90/01/24 | 74-022285 | 1627332 | 90/12/11 |
| | Black Velvet | 93/11/10 | 74-456890 | 1906391 | 95/07/18 |
| | Blazing 777 & Design | 94/05/03 | 74-523332 | 1894972 | 95/05/23 |
| | Blazing 7's Millions | 00/4/24 | 76-034335 | | |
| | Blazing Sevens Millions | 00/4/24 | 76-034336 | | |
| | California Cash | 00/4/24 | 76-034339 | | |
| | California Dreamin' | 93/11/08 | 74-455472 | 1875115 | 95/01/24 |
| | California Millionaire | 4/24/2000 | | | |
| | California Millions | 4/24/2000 | | | |
| | Cash Cage | 96/11/06 | 75-194196 | 2289212 | 99/10/26 |
| | Deuces Wild | 93/12/20 | 74-472916 | 1909527 | 95/08/01 |
| | Diamond Winners | 94/06/20 | 74-539998 | 1954203 | 96/02/06 |
| | Diamonds & Roses | 96/0202 | 75-052125 | 2114645 | 97/11/18 |
| | DMK | 92/04/01 | 74-261467 | 1794179 | 93/09/21 |
| | EVO Evolution Series | 00/4/24 | 76/034341 | | |
| | Feature Frenzy | 97/08/11 | 75-340461 | 2265533 | 99/07/27 |
| | Fire and Ice | 94/01/21 | 74-481878 | 1878524 | 95/02/14 |
| | Firecracker | 92/07/08 | 74-292859 | 1834437 | 94/05/13 |
| | Five & Dime | 98/04/20 | 75-470683 | 2336691 | 00/3/28 |
| | Five Grand | 89/10/13 | 73-831262 | 1620646 | 90/10/30 |
| | Flashback | 93/10/27 | 74-453841 | 1909207 | 95/08/01 |
| | French Quarters | 92/08/28 | 74-309900 | 1850371 | 94/08/16 |
| | Game Magic | 97/08/11 | 75-340462 | 2274902 | 99/08/31 |
| | Game Maker | 95/09/27 | 74-734836 | 2086870 | 97/08/12 |
| | Game Maker | 92/11/09 | 74-330029 | 1855425 | 94/09/20 |
| | | 97/01/30 | 75-233845 Refiled: | | |
| | | Refiled: | 76-131614 | | |
| | Game Net | 00/09/20 | | | |
| | Gamekeeper | 93/11/08 | 74-455468 | 1864585 | 94/11/29 |
| | GameTicker | 00/09/20 | 76-131613 | | |
| | GameTrak | 94/12/19 | 74-612957 | 1942616 | 95/12/19 |
| | GameWatch | 96/10/25 | 75-187437 | 2,355,548 | 00/06/06 |
| | Gimme 5 | 96/10/16 | 75-183237 | 2107092 | 97/10/21 |
| | Gold Mine | 96/07/16 | 75-134785 | 2,179,148 | 98/08/04 |
| | Gold Rush | 92/08/28 | 74-309899 | 1870373 | 94/12/27 |
| | Grand Slam | 90/06/01 | 74-064612 | 1645049 | 91/05/21 |
| | Hat Trick | 93/10/18 | 74-448774 | 1903460 | 95/07/04 |
| | Hee Haw | 01/4/13 | 76/242278 | | |
| | High Fives | 92/07/08 | 74-292857 | 1843749 | 94/07/05 |
| | Hit 'N Run | 93/11/08 | 74-455469 | 1881937 | 95/03/07 |
| | Hot Hot Hot | 00/4/24 | 76/034340 | | |
| | Jacks R Better | 94/05/03 | 74-521152 | 1914649 | 95/08/29 |
| | Jumpin Jokers | 94/04/20 | 74-519357 | 1897414 | 95/06/06 |
| | Keno Plus | 96/03/15 | 75-073441 | 2263360 | 99/07/20 |
| | Kubik Keno | 00/11/10 | 78/034802 | | |
| | Laugh In | 01/4/13 | 76/242276 | | |
| | Laugh Out Loud | 01/4/13 | 76/242277 | | |
| | Let's Play! | 99/09/15 | 75-800779 | | |
| | Lightning Sevens | 94/06/17 | 74-540481 | 1934946 | 95/11/14 |
| | Loony Darts | 97/08/25 | 75-346719 | 2274910 | 99/08/31 |
| | Majestic Lions | 93/11/18 | 74-460212 | 1855641 | 94/09/27 |
| | Mastercom | 92/04/01 | 74-261468 | 1817372 | 94/01/18 |
| | Millionaire 7's | 00/4/24 | 76/034333 | | |
| | Millions and More | 97/05/20 | 75-295280 | | |
| | Mini Royal | 93/11/18 | 74-460213 | 1858476 | 94/10/18 |
| | Naughty Nickels | 94/01/21 | 74-481860 | 1883404 | 95/03/14 |

EXHIBIT A
TO
TRADEMARK ASSIGNMENT

## INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of _____, _____, by _____, a _____ ("Joining Party"), and delivered to Bank of America, N.A., as Administrative Agent, pursuant to the Trademark Assignment dated as of June 22, 2001, by Alliance Gaming Corporation, a Nevada corporation, Bally Gaming International, Inc., a Delaware corporation and United Coin Machine Co., a Nevada corporation, in favor of the Administrative Agent and the Lenders (the "Assignment"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Assignment.

## RECITALS

(A) The Assignment was made by the Grantors in favor of the Administrative Agent for the benefit of the Lenders that are parties to that certain Loan Agreement dated as of June 22, 2001 by and among Alliance Gaming Corporation, a Nevada corporation ("Domestic Borrower"), Bally Wulff Automaten GmbH, Bally Wulff Vertriebs GmbH, each of which is a company organized under the laws of the Federal Republic of Germany and is a wholly-owned Subsidiary of Domestic Borrower (the "German Borrowers" and, together with Domestic Borrower, "Borrowers"), the Lenders therein named and Bank of America, N.A., as the Administrative Agent for the Lenders.

(B) Joining Party has become a Domestic Significant Subsidiary other than an Excluded Subsidiary of Domestic Borrower, and as such is required pursuant to Section 5.10 of the Loan Agreement to become a Grantor.

(C) Joining Party expects to realize direct and indirect benefits as a result of the availability to Domestic Borrower of the credit facilities under the Loan Agreement.

NOW THEREFORE, Joining Party agrees as follows:

## AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 9 of the Assignment. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Assignment with respect to the Secured Obligations, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Assignment.



TRADEMARK
REEL: 002327 FRAME: 0679

(2) The effective date of this Joinder is _____, _____.

"Joining Party"

_____,
a _____

By:_____

Title:_____

ACKNOWLEDGED:

BANK OF AMERICA, N.A,
as Administrative Agent

By:_____

Title:_____



RECORDED: 07/13/2001

TRADEMARK
REEL: 002327 FRAME: 0680