

10-17-01

10-17-2001



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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Western Bingo Supplies, Inc.

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amended and Restated Loan and Security Agreement

Execution Date: 04/03/01

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal

Address:

Street Address: 2450 Colorado Ave., Suite 3000 West
City: Santa Monica State: CA Zip: 90404

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

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)

B. Trademark Registration No.(s)

1215984

Additional number(s) attached ☒ Yes ☐ No

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

Name: Maisha Gibson, Paralegal

Internal Address:

Street Address: Goldberg, Kohn et al
55 E. Monroe St., 37th Floor

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- ☒ 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.

Maisha Gibson

Name of Person Signing

Maisha Gibson
Signature

October 15, 2001

Date

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

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

10/17/2001 GTON11 00000202 1215984

01 FC:481
02 FC:482

40.00 OP
325.00 OP

TRADEMARK
REEL: 002383 FRAME: 0613

SCHEDULE A**TRADEMARK REGISTRATIONS**

Trademark Description	U.S. Serial/ Registration No.	Date Registered
Bingo King & Crown Design	1,215,984	11/9/82
Bonanza Bingo	1,223,561	1/1/81
Florida Gold	1,706,691	8/11/92
Rip-It	1,662,596	10/29/91
Safty	1,241,325	6/7/83
WIN-CODE	1,418,329	11/25/86
Tabbies	1,539,299	5/16/89
PayCode	1,587,763	3/20/90
TPI (logo)	1,775,192	6/8/93
Trade Products	1,775,193	6/8/93
Bingo Queen	2,045,971	3/18/97
Winfall	1,521,964	1/24/89
Sweepstakes Bingo	1,588,031	3/20/90
Bingo King	1,219,459	12/7/82

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 3rd day of April, 2001 is by and between Western Bingo Supplies, Inc., a California corporation and debtor in possession ("Western"), and Foothill Capital Corporation, a California corporation ("Agent"), as agent for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Amended and Restated Loan and Security Agreement dated as of April 3, 2001, by and among BK Entertainment, Inc., a Delaware corporation ("BK"), Bingo Systems & Supply, Inc., a Missouri corporation ("Bingo Systems"), Western, Video King Gaming Systems, Inc., a Colorado corporation ("Video King"; BK, Bingo Systems, Western and Video King are collectively referred to herein as the "Borrowers"), the lenders from time to time party thereto ("Lenders") and Agent, as a lender and as agent for the Lenders (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), and (ii) that certain Final Order Authorizing Debtors: (A) to Incur Postpetition Debt; and (B) to Grant Adequate Protection and Provide Security to Foothill Capital Corporation dated as of April __, 2001 (as amended, supplemented or otherwise modified from time to time, the "Final Order"), Agent and the Lenders have agreed to make certain loans to Borrowers, and to extend certain other financial accommodations to or for the benefit of Borrowers;

WHEREAS, in order to induce Agent and Lenders to make loans and to extend financial accommodations to Borrowers pursuant to the Loan Agreement, the Loan Documents and the Final Order, Western has executed (i) that certain Reaffirmation of Guaranty (the "Reaffirmation") in favor of Agent, dated as of February 21, 2001, pursuant to which, among other things, Western reaffirmed its obligations under that certain Continuing Guaranty (the "Guaranty") executed by Western in favor of Agent, dated as of January 6, 2000, and (ii) that certain Security Agreement by and between Western and Agent, dated as of January 6, 2000;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Western and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the obligations of Western under (i) the

1989.029

Guaranty, as reaffirmed by the Reaffirmation, (ii) the Loan Agreement, and (iii) the Final Order (collectively, the "Obligations"), Western hereby grants to Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Western's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Western's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Western represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Western. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, Western shall obtain any new federally registered Trademarks, Western shall give Agent prompt written notice thereof. Western hereby agrees that, upon Agent's written request, Western will execute and deliver to Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Western.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

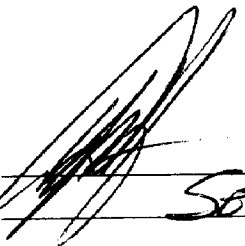
5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Western, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Western acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Western and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

WESTERN BINGO SUPPLIES, INC.

By  _____
Its SECRETARY _____

Accepted and Agreed to as of the date first written above:

FOOTHILL CAPITAL CORPORATION, as Agent

By _____
Its _____

6. Binding Effect; Benefits. This Mortgage shall be binding upon Western and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

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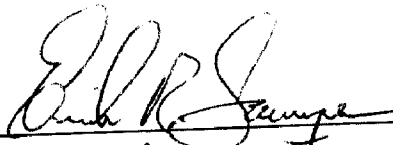
IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

WESTERN BINGO SUPPLIES, INC.

By _____
Its _____

Accepted and Agreed to as of the date first written above:

FOOTHILL CAPITAL CORPORATION, as Agent

By 
Its VICE PRESIDENT