

10-22-2001



101880317

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 10/15/01

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year
08 14 2001

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving

Mark if additional names of receiving parties

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/22/2001 LMUELLER 00000046 75278044

01 FC:481 40.00 OP

02 FC:482 550.00 OP

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

TRADEMARK
REEL: 002386 FRAME: 0141

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

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

Method of Payment: Enclosed Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Ian F. Burns



10/9/01

Name of Person Signing

Signature

Date Signed

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)

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Address (line 3)

Address (line 4)

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#

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

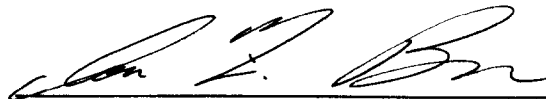
No

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.

Ian F. Burns

Name of Person Signing



Signature

10/9/01

Date Signed

1 **RELEASE OF TRADEMARK SECURITY INTEREST**

2
3 This Release of Trademark Security interest is made this 14th of
4 August, 2001 by FleetBoston Financial Corporation, formerly known
5 as Summit Bank, a New Jersey banking corporation, having a place of
6 business at 20 Main Street, Hackensack, New Jersey, 07602 ("Fleet") to
7 Atlantic City Coin & Slot Service, Company, Inc. d/b/a A.C. Coin &
8 Slot Service Co. a New Jersey corporation having a place of business
9 at 201 West Decatur Avenue, Pleasantville, New Jersey 08232
10 ("A.C. Coin").

11 WHEREAS, as a condition to Fleet making loans or advances to A.C.
12 Coin pursuant to a certain Loan and Security Agreement dated
13 October 2, 1998, as modified by First Amendment dated December 2,
14 1998, Second Amendment dated July 8, 1999, Third Amendment dated July
15 19, 1999, Fourth Amendment dated July 3, 2000 and Fifth Amendment
16 dated August 2, 2000, Fleet required A.C. Coin to execute a certain
17 Trademark Security Agreement dated August 2, 2000;

18 WHEREAS, pursuant to said Trademark Security Agreement, A.C. Coin
19 granted Fleet a security interest in the United States trademarks,
20 United States trademark applications, foreign trademarks, foreign
21 trademark applications and trademark licenses, listed on Schedule 1,
22 attached hereto and made a part hereof; and

23 WHEREAS, the Loan and Security Agreement has been terminated
24 effective May 22, 2001 and, as such, Fleet has agreed to release its
25 security interest in A.C. Coin's Trademarks; and

26 NOW THEREFORE, in consideration of the above Fleet, intending to be
27 legally bound, hereby agrees as follows:

28
29 **1. Release of Security**

30 In consideration of the full payment of all sums due from A.C.
Coin under the Loan and Security Agreement and the effective

1 termination of said Loan and Security Agreement and Trademark
2 Security Agreement, Fleet hereby releases its security
3 interest in:

- 4 (a) each and all of the United States trademarks and service
5 marks, United States trademark and service mark
6 applications, foreign trademarks and service marks and
7 foreign trademark and service mark applications and trade
8 names owned by, issued or granted to, filed by or
9 hereafter issued or granted to, filed by or acquired by
10 A.C. Coin, including without limitation those trademarks,
11 service marks, trademark and service mark applications
12 and trade names listed in Schedule 1 attached hereto,
13 together with the goodwill associated therewith
14 (collectively, the "Trademarks");
- 15 (b) all renewals of any and all of the Trademarks;
- 16 (c) all rights to sue for past, present and future
17 infringements of any and all of the Trademarks;
- 18 (d) all proceeds, including, without limitation, license
19 royalties and proceeds of infringement suits, based on or
20 relating to any or all of the Trademarks;
- 21 (e) all licenses and other agreements under which A.C. Coin
22 is licensor, and all fees, rents, royalties, proceeds or
23 monies thereunder, based on or relating to any or all of
24 the Trademarks and the use thereof; and
- 25 (f) all products and proceeds of the foregoing, in any form,
26 including, without limitation, insurance proceeds and all
27 claims against third parties for loss or damage to or
28 destruction of any or all of the foregoing.

29
30 Fleet no longer claims a security interest in the items set forth in
clauses "a" through "f" and further releases any and all interest in

1 any of A.C. Coin's trademarks as set forth in the Trademark Security
2 Agreement dated August 2, 2000.

3
4 **2. Execution of Documents for Release of Security**

5 If required, Fleet shall execute and deliver to A.C. Coin any and
6 all additional documents and instruments that may be necessary or
7 proper to release and terminate Fleet's security interest in A.C.
8 Coin trademarks set forth in Schedule 1.

9
10 IN WITNESS WHEREOF, Fleet has set their hands or caused these
11 presents to be executed by their proper corporate officers the date
12 and year first above written.

13
14 **FleetBoston Financial Corporation**

15
16 By: 
17 Edward Winslow

18 Title: Assistant Vice President

19
20 Date: August 14, 2001

21
22
23
24 1/B/forms/IPRelease.Fleet.Trade

U.S. TRADEMARKS

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

U.S. TRADEMARK APPLICATIONS

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

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

FOREIGN TRADEMARKS

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

FOREIGN TRADEMARK APPLICATIONS

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

TRADE NAMES

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

Name

“Party Line”

“Project X”

“Six Pack”

“Slot Environments”

“Tortoise and the Hare”

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

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

LICENSES

<u>Mark</u>	<u>Registration/Serial No.</u>	<u>Licensee</u>
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None.

LIENS

<u>Mark</u>	<u>Lien Holder</u>
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None.