

01-31-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	RI 101967342 TRADEMARKS ONLY	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): <u>1-10-02</u> Worldwide Game Technology Corp. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>GMAC Commercial Credit LLC</u> Internal Address: _____ Street Address: <u>1290 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10104</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Corporation</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>					
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>December 20, 2001</u>	4. Application number(s) or registration number(s): <table style="width: 100%;"> <tr> <td style="width: 50%;">A. Trademark Application No.(s)</td> <td style="width: 50%;">B. Trademark Registration No.(s)</td> </tr> <tr> <td></td> <td> <u>1,964,165</u> 1,966,777 <u>2,034,879</u> 2,103,007 </td> </tr> </table> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		A. Trademark Application No.(s)	B. Trademark Registration No.(s)		<u>1,964,165</u> 1,966,777 <u>2,034,879</u> 2,103,007
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	<u>1,964,165</u> 1,966,777 <u>2,034,879</u> 2,103,007					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Frank J. DeRosa, Esq.</u> Internal Address: <u>Brown Raysman Millstein</u> <u>Felder & Steiner LLP</u> Street Address: <u>900 Third Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>	6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41).....\$ <u>115.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>02-4270</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>					
DO NOT USE THIS SPACE						
9. Statement and signature. <i>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.</i> <table style="width: 100%;"> <tr> <td style="width: 30%;"> <u>Frank J. DeRosa</u> Name of Person Signing </td> <td style="width: 30%; text-align: center;"> Signature </td> <td style="width: 40%; text-align: right;"> <u>1-9-02</u> Date </td> </tr> </table> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and document: 6 </div>			<u>Frank J. DeRosa</u> Name of Person Signing	 Signature	<u>1-9-02</u> Date	
<u>Frank J. DeRosa</u> Name of Person Signing	 Signature	<u>1-9-02</u> Date				

01/31/2002 6TON11 00000058 1964165 Mail documents to be recorded with required cover sheet information to:

01 FC:481
02 FC:48240.00 OP
75.00 OPCommissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231
TRADEMARK
REEL: 002433 FRAME: 0003

TRADEMARK LICENSE SECURITY AGREEMENT

THIS AGREEMENT is made this 20th day of December, 2001 between WORLDWIDE GAME TECHNOLOGY CORP., a California Corporation ("Worldwide"), and GMAC COMMERCIAL CREDIT LLC (together with its successors and assigns, "Lender"), with reference to the following facts.

- A. Lender has lent and continues to lend certain funds to Worldwide, RSC International, Inc., Southeastern Communications Corporation and others (those borrowers together with GCF, Inc., California Gaming Corp., RSC Management Company, and Vusa Telecom being referred to herein collectively as the "Borrower") pursuant to a Revolving Credit and Security Agreement (the "Credit Agreement") dated on or about February 20, 2001, and other associated documentation (the "Loan Transaction").
- B. At all times relevant hereto, Diamond Game Enterprises (the "Guarantor") has been and is the beneficial owner of United States Registered Trademarks, Numbered 1,964,165, 1,966,777, 2,034,879, and 2,103,007, in the trademarks "Lucky Tab" and "Lucky Tab II" (the "Marks") and has granted certain patented devices for which Worldwide holds certain specified manufacturing, sale and use rights ("Worldwide License"), pursuant to a written Settlement Agreement among the Borrower, Guarantor and certain affiliates of Guarantor, and others (the "Settlement Agreement"). As of the date hereof, the Marks are held of record in the name of Ronald C. Clapper, Jr. ("Clapper") and an instrument is being recorded confirming the actual ownership of the mark by Guarantor.
- C. Pursuant to the Consent and Agreement executed and delivered by GMAC herewith and accepted by Guarantor and others (the "Consent"), GMAC has agreed to release its lien of record in and to the Marks and to substitute a lien in the Worldwide License securing performance by Borrower of all obligations under the Loan Transaction. At the same time, GMAC has required as a condition of its execution and delivery of the Consent that Guarantor execute and deliver a limited recourse guarantee of Borrower's performance pursuant to the Loan Transaction ("Limited Guarantee"), secured and with recourse solely to the ownership of the Marks.
- D. Borrower has heretofore, pursuant to the Loan Transaction, granted to Lender a lien upon and security interest in the Company's now existing and hereafter acquired inventory, trade secrets, machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Marks and in certain license agreements, pursuant to the terms of which Clapper and Lucky Tab Holdings LL. ("Holdings") have granted to Worldwide certain rights to practice patents owner by Clapper and by Holdings respectively;

NOW, THEREFORE, in consideration of the foregoing premises, Worldwide hereby agrees with Lender as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Worldwide License.

2. **Security Interest.** To secure the payment and performance of all of the Obligations (as that term is defined in the Credit Agreement, the "Obligations"), Worldwide hereby grants to Lender a continuing security interest in and lien upon all of the right, title and interest of Worldwide in, to and under the Worldwide License relating to the Marks identified in Schedule A and the United States registrations thereof (collectively, the "Collateral" or the "Marks");

3. **Warranties.** Worldwide represents and warrants to Lender that:

3.1 Worldwide has the unqualified right to enter into this Agreement and to perform its terms.

3.2 Worldwide has not heretofore granted any security interest in the Collateral to any person other than Lender; and

3.3 Worldwide has not granted any rights to use the Marks to any person.

4. **Covenants of Worldwide.** Worldwide will not terminate its rights under the Worldwide License without the prior written consent of Lender, and will not take any actions, or fail to take any actions, that would constitute a breach of the Worldwide License.

5. **Further Assurances.** Worldwide agrees to execute and deliver to Lender such further papers and to do such other acts as may be necessary and proper to accomplish the purposes of this Agreement, including without limitation, in order to perfect or continue the perfection of Lender's security interest in all of the Collateral. At any time and from time to time, upon the written request of Lender, Worldwide will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code with respect to the liens and security interests granted hereby.

6. **Actions on Default.** Upon or after the occurrence of an Event of Default under the Credit Agreement or a breach of a representation, covenant, of warranty hereunder (an "Event of Default"), Lender shall have those rights and remedies given it by this Agreement, the Credit Agreement and under the Uniform Commercial Code. Lender may sell at public or private sale or otherwise realize from time to time upon all or, any of the Collateral. Upon the occurrence and continuance of an Event of Default, compliance with such notice and request for written assurance provisions, and Worldwide's failure to timely provide such assurances, Lender may (A) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (B) defend any suit, action or proceeding brought against Worldwide with respect to any Collateral; (C) settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (D) generally sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender

were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Worldwide might do. Worldwide hereby agrees that fifteen (15) days written notice to Worldwide of any public or private sale or other disposition of any of the Collateral shall be reasonable notice. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Worldwide, which right Worldwide hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all brokers' fees, auctioneers' fees and attorneys' fees actually incurred), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Lender in its sole discretion may determine.

7. **Power of Attorney.** Worldwide hereby irrevocably makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, with full power of substitution, as Worldwide's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be authorized: to endorse Worldwide's name on all applications, documents, papers and instruments necessary for Lender to use the Marks, or to grant or issue any nonexclusive license under the Marks to any other person or entity, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other person or entity. Worldwide hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Transaction shall have been terminated. The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Worldwide for any act or failure to act, except for its own willful misconduct.

8. **Responsibility for Costs.** Any and all fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses, actually incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Worldwide (it being the intent that Worldwide shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all governmental fees with respect to the Marks from and after any foreclosure pursuant to this Agreement).

9. **No Implied Waiver.** No course of dealing between the Worldwide and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Transaction shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of his Agreement in any jurisdiction.

11. **Notices.** Any notice to Lender shall be deemed to have been duly given five (5) days after being mailed by certified or registered mail return receipt requested or the next business day following deposit with Federal Express for overnight delivery, addressed to Lender at GMAC Commercial Credit LLC at 1290 Avenue of the Americas, New York, New York 10104, attention: Frank Imperato, Senior Vice President. Any notice to Worldwide hereunder shall be deemed to have been duly given five (5) days after being mailed by certified or registered mail return receipt requested or the next business day after deposit with Federal Express for overnight delivery, addressed to Worldwide at the address specified in the introductory paragraph of this Agreement.

12. **Modification.** This Agreement is subject to modification only by a writing signed by the parties hereto.

13. **Successors and Assigns.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of Worldwide. Worldwide shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender. Lender shall have the unfettered right to assign this Agreement in the exercise of its remedies as a secured creditor.

14. **Interpretation.** Time is of the essence of this Agreement. No person or entity, other than the parties hereto, shall be deemed to be a beneficiary hereof or have the right to enforce any of the provisions of this Agreement.

15. **Choice of Law.** This Agreement has been negotiated executed and delivered at and shall be deemed to have been made in New York. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

16. **WAIVER OF JURY TRIAL.** THE COMPANY AND LENDER EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.

ORIGINAL


IN WITNESS the execution hereof under seal on the day and year first above written.

WORLDWIDE GAME TECHNOLOGY CORP.

By: 
Ronald C. Clapper, President

Accepted in New York, New York

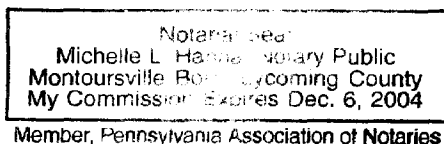
GMAC COMMERCIAL CREDIT LLC

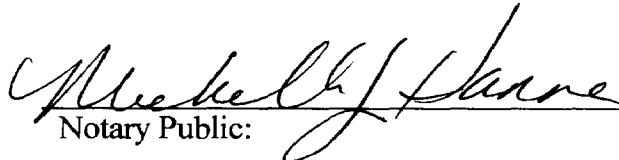
By: Name: 
Title:

STATE OF PENNSYLVANIA)
) Ss
)

On Nov. 20, 2001 before me, Michelle L. Hanna, Notary Public,
personally appeared Ronald C. Clapper, personally known to me or proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacities, and that by his
signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

Witness my hand and official seal.




Notary Public:

[NOTARIAL SEAL]