

06-26-2003

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Document ID No.: 102349213

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



102483994

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):

WagerWorks, Inc. 2239 Third Street, Fourth Floor, San Francisco CA 94107

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/13/02

2. Name and address of receiving party(ies)

Name: B III Capital Partners Internal Address: c/o DDJ Capital Management

Street Address: 141 Linden St., Suite S-4 City: Wellesley State: MA Zip: 02482-7910

- Individual(s) citizenship Association General Partnership Limited Partnership Delaware Corporation-State 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) 76/108,406

B. Trademark Registration No.(s) 2,556,324

Additional number(s) attached Yes No

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

Name: Patrice A. King, Esq.

Internal Address: Goodwin Procter LLP

Street Address: 7 Becker Farm Road

City: Roseland State: NJ Zip: 07068

6. Total number of applications and registrations involved: 49

7. Total fee (37 CFR 3.41) \$ 1240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 06-0923

(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.

Patrice A. King, Esq.

Name of Person Signing

Patrice A. King Signature

6.19.03 Date

Total number of pages including cover sheet, attachments, and document: 19

06/26/2003 ECOOPER 00000038 060923 76108406 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 DA 02 FC:8522 1200.00 DA

TRADEMARK REEL: 002764 FRAME: 0866

Continuation of Item (2): Additional Name and Address of Receiving Parties:

Name: Berg and Berg Enterprises, LLC,
Entity: California Limited Liability Company
Street Address: 10050 Bandlely Drive
City: Cupertino
State: CA
ZIP: 95014

SCHEDULE B: TRADEMARKS

Trademark Name	Filing Date	Registration/Serial No.
WagerWorks	8/11/00	76108406 - CITED ON RECORDATION COVER SHEET
WagerWare	8/11/00	76107793
Five Play Poker	7/18/00	76092081
Fifty Play Poker	11/29/00	76172196
Spin Poker	11/6/98	75584591
Millionaire Poker	1/14/00	75897112
Multi-Draw	7/28/98	75526659
Flexplay Poker	2/16/00	75921076
Triple Play Keno	3/20/00	76003826
Chase the Royal	12/4/00	76174479
Arabian Riches	12/10/97	2556324 - CITED ON RECORDATION COVER SHEET
Banana-Rama Deluxe	5/15/97	2232858
3 Reel Hold Up	9/13/99	75797790
Phantom Belle	11/06/95	2072704
Phantom Belle Playoff	11/06/95	2072704
Lucky Draw	7/14/98	75518750
Multi-Draw	7/28/98	75526659
Top Hat 21	7/3/97	2224800
Krazy Keno	7/23/96	2104302
Hitsville	9/28/99	75810779
Riddle of the Sphinx	3/18/97	2241722
Strike it Rich	11/06/95	2341598
Buccaneer Gold	4/23/97	2259842
Fort Knox	11/6/95	2143114
Eureka!	7/30/98	2369320
Big Win	3/30/98	75459372
King Putt	9/3/99	75794604
Sunken Treasure	3/30/98	75459547
Cash Cruise	8/4/99	75767891
Stock Cards	5/13/99	75705895
Lady of Fortune	5/15/97	2241933
Silver Bell Express	8/13/98	75536424
Win-O-Matic	7/23/96	2098386
Dazzling Diamonds	7/23/96	2157510

Trademark Name	Filing Date	Registration/Serial No.
Star Spangled Keno	6/17/97	2094973
Ancient Temple of Money	12/10/97	75403304
The Price Is Right	8/17/01	2576068
Card Sharks	11/27/00	76171396
Press Your Luck	11/27/00	76171362
Wheel of Fortune	8/18/88	1542716
Jeopardy!	4/24/87	1524684
The Gong Show	9/25/00	76135209
The Newlywed Game	9/25/00	76135215
Reel'em In	10/16/95	2008263
Filthy Rich	5/19/97	2237570
Boom	10/28/97	2296684
Jackpot Stampede	7/7/97	75320448
Jackpot Party	12/9/97	2283967
Instant Winner	8/18/97	75342751

01-28-2003

Form PTO-1594 (Rev. 10/02) OME No. 0651-0027 (exp. 6/30/2005) Tab settings



102349213

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): 1-22-03 WagerWorks, Inc. 2339 Third Street, Fourth Floor San Francisco, CA 94107

2. Name and address of receiving party(ies) Name: B III Capital Partners Internal Address: c/o DDJ Capital Management Street Address: 141 Linden St., Suite S-4 City: Wellesley State: MA Zip: 02482-7910

3. Nature of conveyance: Security Agreement Execution Date: 12/13/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/108,406

B. Trademark Registration No.(s) 2,556,324

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kristen A. Papathomas Internal Address: Street Address: Goodwin Procter, LLP 7 Becker Farm Road City: Roseland State: NJ Zip: 07068

6. Total number of applications and registrations involved: 49 7. Total fee (37 CFR 3.41): \$ 1240.00 8. Deposit account number: 06-0923

JAN 22 2003

DO NOT USE THIS SPACE

9. Signature. Kristen A. Papathomas Name of Person Signing Signature Date 01/13/2003

01/27/2003 LNUELLER 00000045 060923 76108406

01 FC:8521 40.00 CH 02 FC:8522 1200.00 CH

TRADEMARK REEL: 002764 FRAME: 0870

Continuation of Item (2): Additional Name and Address of Receiving Parties:

Name: Berg and Berg Enterprises, LLC,
Entity: California Limited Liability Company
Street Address: 10050 Bandley Drive
City: Cupertino
State: CA
ZIP: 95014

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Jackpot Stampede	7/7/97	75320448
Jackpot Party	12/9/97	2283967
Instant Winner	8/18/97	75342751

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 13, 2002, is made by WagerWorks, Inc. a Delaware corporation (the "Debtor"), in favor of B III Capital Partners, a Delaware limited partnership, and Berg & Berg Enterprises a California limited liability company (collectively, the "Lenders").

WHEREAS, the Debtor has entered into the Note Purchase Agreement dated as of December 13, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") with the Lenders from time to time parties thereto. Terms defined in the Note Purchase Agreement and not otherwise defined herein are used herein as defined in the Note Purchase Agreement.

WHEREAS, in connection with the Closing under the Note Purchase Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor to the Lenders dated as of December 13, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Lenders, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Lenders a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"): :

(i) The United States patents, patent applications; and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by the Debtor to the Lenders from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the

Debtor to the Lenders from time to time), (the "Trademarks") together with the goodwill appurtenant to such Trademarks;

(iii) The copyrights, United States copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Lenders from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Collateral" does not include any license or contract rights or any other property to the extent (i) the granting of a security interest in it would be contrary to applicable law, or (ii) that such rights or property are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law) without the consent of the licensor or other party (but only to the extent such consent has not been obtained).

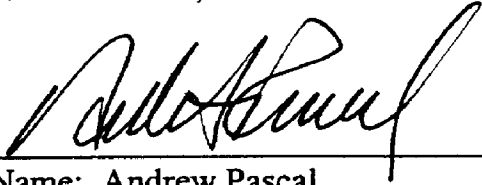
SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lenders with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WAGERWORKS, INC.

By: 

Name: Andrew Pascal

Title: Chief Executive Officer

Address for Notices:

WagerWorks, Inc.
2339 Third Street
Fourth Floor
San Francisco, CA 94017
Attention: Andrew Pascal

with a copy to:

Gray Cary Ware & Freidenrich LLP
400 Hamilton Avenue
Palo Alto, CA 94301
Telecopier No. (650) 833-2001
Attention: James M. Koshland

January 22, 2003

Via Express Mail

Commissioner of Patents and Trademarks
BOX Assignments
Washington, DC 20231

Re: Recordation of Security Agreement in favor of B III Capital Partners, LP and Berg and Berg Enterprises LLC

Dear Commissioner of Patents and Trademarks:

Enclosed please find the following:

1. an original executed Security Agreement dated December 13, 2002 granted by WagerWorks, Inc (the "Borrower"), in favor of B III Capital Partners, LP and Berg and Berg Enterprises LLC (the "Lenders");
2. a Trademark Recordation Cover Sheet with attachments; and
3. a Patent Recordation Cover Sheet with attachments.

Please separately record this Security Agreement against the records of the Trademark Office for the trademarks listed on the Trademark Recordation Cover Sheet and attachment and against the records of the Patent Office for the Patents listed on the Patent Recordation Cover Sheet, thereby preventing the patent application information contained therein from becoming public record upon recordation.

Additionally, please also find two return postcards – one for Trademarks and one for Patents.

The fee of \$1,840.00 for filing and recording the Security Agreement (reflecting \$600.00 for Patent recordation fees and \$1,240 for Trademark recordation fees) in addition to any amounts due in excess of the aforementioned amount, should be charged against the Goodwin Procter LLP Deposit Account No. 06-0923. Any questions relating to the enclosed information may be directed to the undersigned.

Respectfully submitted,


Kristen A. Papathomas

Encls.

June 19, 2003

Via First Class Mail

U.S. Patent and Trademark Office
Assignment Division
Box ASSIGNMENTS
CG-4
1213 Jefferson Hwy, Suite 320
Washington, DC 20231

Attn: Shareill Coles, Examiner

Re: Intellectual Property Security Agreement
Document ID No.: 102349213
Ser. No.: 76/108,406 et al

Dear Ms. Coles:

We have received the Notice of Non-Recordation of Document(copy enclosed) for the above-identified Intellectual Property Security Agreement.

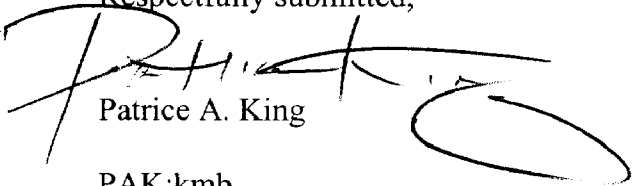
Please note that we have made an error with respect to the last trademark serial number identified on the Schedule of Trademarks. In this regard, we enclose a Recordation Cover Sheet with attached Schedule of Trademarks which identifies the correct serial number and a copy of the original Intellectual Property Security Agreement and attached documents.

The filing fee of \$1240.00 associated with the recordation of the Assignment, and any amounts due in excess of the filing fee, may be charged against the Goodwin Procter LLP Deposit Account No. 06-0923. A copy of this letter is enclosed.

Kindly stamp and return the enclosed post card.

Any questions relating to the enclosed information may be directed to the undersigned. Thank you for your assistance with this matter.

Respectfully submitted,



Patrice A. King

PAK:kmb
Enclosures

LIBNY/4224042.1

June 19, 2003

Via First Class Mail

U.S. Patent and Trademark Office
Assignment Division
Box ASSIGNMENTS
CG-4
1213 Jefferson Hwy, Suite 320
Washington, DC 20231

Attn: Shareill Coles, Examiner

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Document ID No.: 102349213
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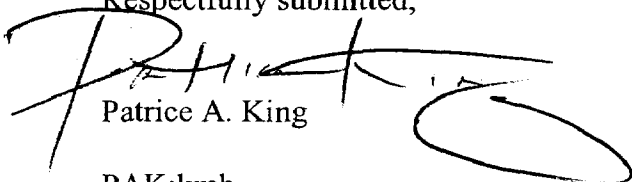
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Respectfully submitted,



Patrice A. King

PAK:kmb
Enclosures

LIBNY/4224042.1

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WHEREAS, the Debtor has entered into the Note Purchase Agreement dated as of December 13, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") with the Lenders from time to time parties thereto. Terms defined in the Note Purchase Agreement and not otherwise defined herein are used herein as defined in the Note Purchase Agreement.

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WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Lenders, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Collateral" does not include any license or contract rights or any other property to the extent (i) the granting of a security interest in it would be contrary to applicable law, or (ii) that such rights or property are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law) without the consent of the licensor or other party (but only to the extent such consent has not been obtained).

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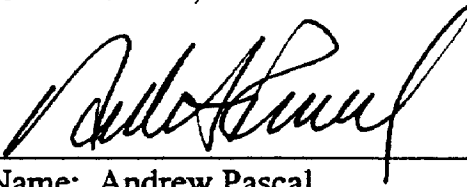
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By:



Name: Andrew Pascal

Title: Chief Executive Officer

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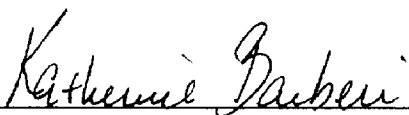
WagerWorks, Inc.
2339 Third Street
Fourth Floor
San Francisco, CA 94017
Attention: Andrew Pascal

with a copy to:

Gray Cary Ware & Freidenrich LLP
400 Hamilton Avenue
Palo Alto, CA 94301
Telecopier No. (650) 833-2001
Attention: James M. Koshland

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service, as First Class Mail, postage pre-paid on June 19, 2003, and is addressed to: U.S. Patent and Trademark Office, Assignment Division, BOX ASSIGNMENTS, CG-4, Washington, D.C., 20231.



Katherine Barberi

LIBNJ/1072774.1

RECORDED: 06/24/2003

TRADEMARK
REEL: 002764 FRAME: 0883