

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VKGS, LLC and Video King Gaming & Entertainment, Inc.		07/28/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	First National Bank of Omaha
Street Address:	1620 Dodge Street
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68197
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78566528	POWER BINGO KING
Serial Number:	78524232	VIDEO KING HORSE POWER RACING
Serial Number:	78476929	HORSE POWER RACING
Serial Number:	78413905	BUCCANEER BONANZA
Serial Number:	78413895	HURRICANE BINGO
Serial Number:	78413900	HURRICANE BONANZA
Serial Number:	78413909	POWERMUTUAL
Serial Number:	78413913	SUPER CHAMP

CORRESPONDENCE DATA

Fax Number: (402)346-1148
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 402-346-6000
 Email: pamela.flint@kutakrock.com
 Correspondent Name: Pamela Flint, Paralegal, Kutak Rock LLP

OP \$215.00 78566528

Address Line 1: 1650 Farnam Street
Address Line 4: Omaha, NEBRASKA 68102

ATTORNEY DOCKET NUMBER:	VKGS LLC
NAME OF SUBMITTER:	Pamela S. Flint
Signature:	/Pamela S. Flint/
Date:	09/06/2006

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of July 28, 2006 (the "Effective Date") by **VKGS LLC**, a Delaware limited liability company (together with its successors and assigns, "VKGS"), and **VIDEO KING GAMING & ENTERTAINMENT, INC.**, a Delaware corporation (together with its successors and assigns, "VKGE;" VKGS and VKGE are referred to herein each as a "Borrower" and together as the "Borrowers"), whose address is 2717 N. 118th Circle, Suite 210, Omaha, NE 68164, in favor of **FIRST NATIONAL BANK OF OMAHA**, a national banking association (together with its successors and assigns, "Lender"), whose address is 1620 Dodge Street, Omaha, NE 68197.

PRELIMINARY STATEMENT:

Lender and Borrowers are parties to a Loan Agreement dated as of even date herewith (the "Loan Agreement"). The capitalized terms used in this Agreement, if not elsewhere defined herein, are defined as indicated in the Loan Agreement.

One of the conditions to Lender entering into the Loan Agreement is that Borrowers enter into this Agreement to grant a lien on the Intellectual Property (as defined below).

AGREEMENT:

In consideration of the mutual covenants and promises hereinafter set forth, Lender and Borrowers agree as follows:

1. ***Security Interest Created; Obligations Secured.*** (a) To secure the payment of the Obligations, each Borrower hereby grants to Lender a security interest in the Intellectual Property (as defined below), and all income therefrom and all proceeds thereof (collectively, the "Collateral"). As used herein, the term "Intellectual Property" shall mean, with respect to each Borrower and/or such Borrower's business, (i) all patents and patent applications in the United States and all equivalents of the foregoing in any other jurisdiction and all reissues, divisions, continuations and extensions of the foregoing, including, without limitation, any patent and patent applications listed on Exhibit A attached hereto; (ii) all registered and unregistered trademarks, trade names, service marks, trade dress, logos, slogans and corporate names (including, but not limited to, those listed on Exhibit A attached hereto), together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, including, without limitation, any registrations and applications listed on Exhibit A attached hereto; (iii) all works of authorship, including, but not limited to, all copyrightable works and all copyrights (including, but not limited to, distinctive menus and manuals) and all applications, registrations and renewals in connection therewith in the United States and all equivalents of the foregoing in any other jurisdiction, including, without limitation, any copyrights listed on Exhibit A attached hereto, and all moral rights; (iv) all trade secrets and other confidential information

(including, but not limited to, recipes, cuisine, culinary style, inventions, ideas, assets under research and development, know-how, methods, techniques, diagnostic tools, technology, specifications, customer and supplier lists, pricing and cost information, and business, technical and marketing plans and proposals); (v) all domain names, web addresses and websites; (vi) all computer software, in source code and object code form, and all related data and documentation; (vii) all other intellectual property and proprietary rights, whether or not subject to statutory registration; and (viii) all copies and tangible embodiments of all of the foregoing (i) through (viii) in any form or medium.

(b) This Agreement secures the Obligations.

(c) Each Borrower authorizes Lender to file such documents with the United States Patent and Trademark Office as may be necessary or appropriate to give notice of this Agreement and perfect the security interest created hereunder (including, without limitation, filing a copy of this Agreement). Each Borrower also authorizes Lender to file financing statements with respect to the security interest of Lender, continuation statements with respect thereto, and any amendments to such financing statements which may be necessitated by reason of any of the changes described in Section VI.2.A. of the Loan Agreement. Each Borrower agrees that, notwithstanding any provision in the UCC to the contrary, neither Borrower shall file a termination statement of any financing statement filed by Lender in connection with any security interest granted under this Agreement if Lender reasonably objects to the filing of such termination statement.

(d) Lender shall at all times have a perfected security interest in the Collateral that shall be prior to any other interests therein. Borrowers shall do all acts and things, shall execute and file all instruments (including security agreements, UCC financing statements, continuation statements, etc.) requested by Lender to establish, maintain and continue the perfected security interest of Lender in the Collateral, and shall promptly on demand pay all costs and expenses of (i) filing and recording, including the costs of any searches deemed necessary by Lender from time to time to establish and determine the validity and the continuing priority of the security interest of Lender, and (ii) all other claims and charges that in the reasonable opinion of Lender might prejudice, imperil or otherwise affect the Collateral or security interest therein of Lender. Borrowers agree that a carbon, photographic or other reproduction of a security agreement or financing statement shall be sufficient as a financing statement. Lender is hereby irrevocably appointed each Borrower's attorney-in-fact to take any of the foregoing actions requested of such Borrower by Lender if such Borrower should fail to take such actions, which appointment shall be deemed coupled with an interest.

(e) Borrowers shall promptly pay all taxes and other governmental charges levied or assessed upon or against the Collateral or upon or against the creation, perfection or continuance of the security interest created under this Agreement.

2. **Events of Default.** Each Event of Default under the Loan Agreement shall be an Event of Default hereunder.

3. **Remedies for Default.** (a) Upon the occurrence of an Event of Default, Lender shall have all rights and remedies of a secured party in, to and against the Collateral granted by

the UCC and otherwise available at law or in equity, including, without limitation: (i) the right to declare any or all payments due under the Notes and the other Collateral Documents immediately due and payable without any presentment, demand, protest or notice of any kind, except as otherwise expressly provided herein, and each Borrower hereby waives notice of intent to accelerate the Obligations and notice of acceleration; (ii) the right to recover all fees and expenses (including reasonable attorney fees) in connection with the collection or enforcement of the Obligations, which fees and expenses shall constitute additional Obligations of Borrowers hereunder and the Loan Agreement and other Collateral Documents; (iii) the right to act as, and each Borrower hereby constitutes and appoints Lender, such Borrower's true, lawful and irrevocable attorney-in-fact (which appointment shall be deemed coupled with an interest) to demand, receive and enforce payments and to give receipts, releases, satisfaction for and to sue for moneys payable to such Borrower under or with respect to any of the Collateral, and actions taken pursuant to this appointment may be taken either in the name of such Borrower or in the name of Lender with the same force and effect as if this appointment had not been made; (iv) the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, with or without judicial process and notice to either Borrower, enter (if this can be done without breach of the peace) upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the UCC); (v) the right to hold, maintain, preserve and prepare the Collateral for sale, until disposed of; (vi) the right to render the Collateral unusable and dispose of the Collateral; (vii) the right to require Borrowers to assemble and package the Collateral and make it available to Lender for its possession at a place to be designated by Lender which is reasonably convenient to Lender; (viii) the right to sell, lease, hold or otherwise dispose of all or any part of the Collateral; and (ix) the right to sue for specific performance of any Obligations or to recover damages for breach thereof.

(b) Lender shall be entitled to receive on demand, as additional Obligations hereunder, interest accruing at 2% over the highest interest rate under either Note on all amounts not paid when due under the Notes, the Loan Agreement, this Agreement or the other Collateral Documents until the date of actual payment. Lender shall have no duty to mitigate any loss to either Borrower occasioned by enforcement of any remedy hereunder and shall have no duty of any kind to any subordinated creditor of either Borrower. Neither the acceptance of this Agreement nor its enforcement shall prejudice or in any manner affect Lender's right to realize upon or enforce any other security now or hereafter held by Lender, it being agreed that Lender shall be entitled to enforce this Agreement and any other security now or hereafter held by Lender in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Collateral Documents to Lender, or to which Lender may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Lender.

(c) Should Lender exercise the rights and remedies specified in subsection (a) above, any proceeds received thereby shall be first applied to pay the costs and expenses, including reasonable attorneys' fees, incurred by Lender as a result of the Event of Default. The remainder of any proceeds, net of Lender's costs and expenses, shall be applied to the satisfaction of the Obligations and any excess paid over to Borrowers.

(d) Until an Event of Default shall occur, Borrowers may retain possession of the Collateral and may use it in any lawful manner not inconsistent with this Agreement, with the provisions of any policies of insurance thereon or the Loan Agreement and the other Collateral Documents.

4. **Applicable Law.** Borrowers acknowledge that this Agreement was substantially negotiated in the State of Nebraska, the Agreement was delivered in the State of Nebraska, all payments under the Notes will be delivered in the State of Nebraska and there are substantial contacts between the parties and the transactions contemplated herein and the State of Nebraska. For purposes of any action or proceeding arising out of this Agreement, the parties hereto hereby expressly submit to the jurisdiction of all federal and state courts located in the State of Nebraska. Each Borrower consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Nebraska in accordance with applicable law. Furthermore, each Borrower waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. It is the intent of the parties hereto that all provisions of this Agreement shall be governed by and construed under the laws of the State of Nebraska, without giving effect to its principles of conflicts of law. To the extent that a court of competent jurisdiction finds Nebraska law inapplicable with respect to any provisions hereof, then, as to those provisions only, the laws of the state where the Collateral is located shall be deemed to apply. Nothing in this Section shall limit or restrict the right of Lender to commence any proceeding in the federal or state courts located in the state in which the Collateral is located to the extent Lender deems such proceeding necessary or advisable to exercise remedies available under this Agreement or the other Collateral Documents.

5. **Assignment.** Lender may assign in whole or in part its rights under this Agreement. Upon any unconditional assignment of Lender's entire right and interest hereunder, Lender shall automatically be relieved, from and after the date of such assignment, of liability for the performance of any obligation of Lender contained herein. Neither Borrower may assign in whole or in part its obligations under this Agreement.

6. **Indemnity.** Borrowers shall, at their sole cost and expense, protect, defend, indemnify, release and hold harmless each of the Indemnified Parties for, from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, attorneys' fees, court costs and other costs of defense) (collectively, "Losses"), engineers' fees, governmental inspection fees, and costs of investigation imposed upon or incurred by or asserted against any Indemnified Parties, and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) any administrative processes or proceedings or judicial proceedings in any way connected with any matter addressed in this Agreement; (b) any past, present or threatened injury to, or destruction of, the Collateral, including but not limited to costs to investigate and assess such injury or destruction; or (c) any misrepresentation or inaccuracy in any representation or warranty or material breach or failure to perform any covenants or other obligations pursuant to this Agreement.

7. **Waiver.** No Event of Default shall be deemed to have been waived by Lender except by a writing to that effect signed by Lender and no waiver of any Event of Default shall operate as a waiver of any other Event of Default on a future occasion. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement signed by Borrowers and Lender.

8. **Severability.** In case any one or more of the provisions contained herein or in the Note shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein or therein.

9. **Notices.** All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement shall be in writing and given in accordance with the notice provisions in the Loan Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts and each thereof shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument.

11. **Headings.** The headings appearing in this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Agreement.

12. **Characterization; Interpretation.** It is the intent of the parties hereto that the business relationship created by the Notes, this Agreement, the Loan Agreement and the other Collateral Documents is solely that of creditor and debtor and has been entered into by both parties in reliance upon the economic and legal bargains contained in the Loan Agreement and the other Collateral Documents. None of the agreements contained in the Loan Agreement or Collateral Documents is intended, nor shall the same be deemed or construed, to create a partnership between Lender and either Borrower, to make them joint venturers, to make either Borrower an agent, legal representative, partner, subsidiary or employee of Lender, nor to make Lender in any way responsible for the debts, obligations or losses of either Borrower.

Lender and Borrowers acknowledge and warrant to each other that each has been represented by independent counsel and has executed this Agreement after being fully advised by said counsel as to its effect and significance. This Agreement shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party.

13. **Time of the Essence.** Time is of the essence in the performance of each and every obligation under this Agreement.

14. **Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages.** LENDER AND BORROWERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES

HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF LENDER AND BORROWERS, EITHER BORROWER'S USE OF THE COLLATERAL, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, EACH BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM LENDER AND ANY OF LENDER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER BORROWER AGAINST LENDER OR ANY OF LENDER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENTS CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY BORROWERS OF ANY RIGHT IT MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY BORROWERS AND LENDER AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

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IN WITNESS WHEREOF, Borrowers have executed this Agreement effective as of the day and year first above written.

BORROWERS:

VKGS LLC

By *Russell M*

Title *CEO*

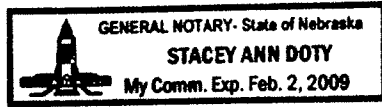
VIDEO KING GAMING &
ENTERTAINMENT, INC.

By *Russell M*

Title *CEO*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

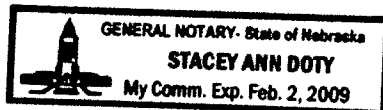
The foregoing instrument was acknowledged before me this *28* day of July, 2006, by *Russell Morin*, on behalf of VKGS LLC, a limited liability company.



Stacey Ann Doty
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this *28* day of July, 2006, by *Russell Morin* of Video King Gaming & Entertainment, Inc., a Delaware corporation, on behalf of the corporation.



Stacey Ann Doty
Notary Public

EXHIBIT A**PATENTS, TRADEMARKS AND COPYRIGHTS****PATENTS**

Title	Application Number	Patent Number	Date
Gaming Systems and Method	Application Number 60/615,149		Filed October 1, 2004
Random Selection Game Device		6,168,155	January 2, 2001
Electronic Game Display Device		5,011,157	April 30, 1991

TRADEMARKS

Title	Application Number	Patent Number	Date
Power Bingo King (Canada)		TMA 588332	Filed May 4, 1998
Horse Power Racing (Canada)	Application Number 1229810		Filed September 2, 2004
Video King Horse Power Racing (Canada)	Application Number 1240290		Filed December 2, 2004
Power Bingo King	Application Number 78/566,528		Filed February 14, 2005
Video King Horse Power Racing	Application Number 78/524,232		Filed November 30, 2004
Horse Power Racing	Application Number 78/476,929		Filed September 1, 2004
Buccaneer Bonanza	Application Number 78/413,905		Filed May 6, 2004
Hurricane Bingo	Application Number 78/413,895		Filed May 6, 2004
Hurricane Bonanza	Application Number 78/413,900		Filed May 6, 2004
Powermutual	Application Number 78/413,909		Filed May 6, 2004
Super Champ	Application Number 78/413,913		Filed May 6, 2004

COPYRIGHTS

Title of Work	Claimant	Registration Number	Date Registered
Verifier Source Code, 2108-106 C	Bingo King Company, Inc	TXu-405-657	January 30, 1990
Verifier Source Code, V. 3.0	Bingo King Company, Inc	TXu-445-078	August 9, 1990
Payout Source Code, Version 43-2111, Revision A	Bingo King Company, Inc	TXu-434-788	September 4, 1990
8000 Source Code , Version 43-2104, Revision E	Bingo King Company, Inc	TXu-441-793	October 11, 1990
8000 Source Code, Version 43-2104, Revision F	Bingo King Company, Inc	TXu-442-109	October 19, 1990
7500 Source Code, Version A1, P/N 43-7500	Bingo King Company, Inc	TXu-458-934	February 19, 1991
9000 Source Code Version A2, P/N 43-9000	Bingo King Company, Inc	TXu-498-794	December 5, 1991
Verifier Source Code, V. 6.0	Bingo King Company, Inc	TXu-505-270	January 2, 1992
BK Entertainment Compilation 2000	BK Entertainment, Inc	SR-283-830	May 1, 2000