

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PROGRESSIVE GAMING INTERNATIONAL CORPORATION		02/17/2007	CORPORATION: NEVADA
MIKOHN NEVADA		02/17/2007	CORPORATION: NEVADA
MGC, INC.		02/17/2007	CORPORATION: NEVADA
PROGRESSIVE GAMES, INC.		02/17/2007	CORPORATION: DELAWARE
MIKOHN INTERNATIONAL, INC.		02/17/2007	CORPORATION: NEVADA
VIKING MERGER SUBSIDIARY, LLC		02/17/2007	LIMITED LIABILITY COMPANY: DELAWARE
PRIMELINE GAMING TECHNOLOGIES, INC.		02/17/2007	CORPORATION: CALIFORNIA
GAMES OF NEVADA, INC.		02/17/2007	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	ABLECO FINANCE LLC
<b>Street Address:</b>	299 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	77001016	P2P
Serial Number:	77005808	TEXAS HOLD'EM LIVE
Registration Number:	3118892	TREASURE QUEST
Registration Number:	3134164	OFFICE DAZE
Registration Number:	3122755	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3125004	TEXAS HOLD 'EM BONUS

CH \$340.00 77001016

Registration Number:	3124733	CALIFORNIA GIRLS
Registration Number:	3125697	\$URPRI\$E JACKPOT\$
Registration Number:	3131035	REINA DE LA SALSA
Registration Number:	3131036	REY DEL MAMBO
Registration Number:	3152309	TEXAS HOLD 'EM BONUS
Registration Number:	3198412	TEXAS HOLD 'EM LIVE AA
Registration Number:	3181625	LATIN STARS

**CORRESPONDENCE DATA**

Fax Number: (404)815-2424  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-815-2231  
Email: carolfraser@paulhastings.com  
Correspondent Name: Carol Fraser, Paralegal  
Address Line 1: 600 Peachtree Street, NE  
Address Line 2: Paul Hastings Janofsky & Walker LLP  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	02/22/2007

**Total Attachments: 9**  
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## AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

**THIS AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**, dated as of February 17, 2007 (this "Amendment"), is entered into by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and **ABLECO FINANCE LLC**, a Delaware limited liability company ("Ableco"), as the collateral agent for the below defined Lenders (in such capacity, together with any successor collateral agent, the "Collateral Agent").

WHEREAS, the Grantors, the lenders party thereto (the "Lenders") and Ableco, as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), entered into that certain Amended and Restated Financing Agreement dated as of August 4, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Financing Agreement"); and

WHEREAS, the Grantors and Ableco are parties to that certain Trademark Security Agreement dated as of April 20, 2006, as amended by that certain Amendment Number One to Trademark Security Agreement dated as of August 4, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Amended and Restated Financing Agreement), pursuant to which the Grantors granted Ableco, as collateral agent for the Lenders, a security interest in all of its right, title and interest in the Trademark Collateral (as defined therein); and

WHEREAS, Grantors and Collateral Agent wish to further amend the Trademark Security Agreement by supplementing Schedule I attached thereto in the form of Schedule I attached to this Amendment.

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Trademark Security Agreement.

A. Schedule I to the Trademark Security Agreement is hereby supplemented by adding Schedule I to the Amendment to Schedule I thereof.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement; (b) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of such a counterpart hereof by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**PROGRESSIVE GAMING  
INTERNATIONAL CORPORATION,**  
a Nevada corporation

By: *RBZ*  
Name: *Robert B. Ziemys*  
Title: *EUP, General Counsel, Corp. Secretary*

**MIKOHN NEVADA,**  
a Nevada corporation


By: *RBZ*  
Name: *Robert B. Ziemys*  
Title: *Corp. Secretary*

**MGC, INC.,**  
a Nevada corporation

By: *RBZ*  
Name: *Robert B. Ziemys*  
Title: *Corp. Secretary*


**PROGRESSIVE GAMES, INC.,**

a Delaware corporation


By:   
Name: Robert B. Ziemms  
Title: Corp. Secretary

**MIKOHN INTERNATIONAL, INC.,**

a Nevada corporation

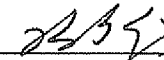
By:   
Name: Robert B. Ziemms  
Title: Corp. Secretary

**VIKING MERGER SUBSIDIARY, LLC,**  
a Delaware limited liability company

By:   
Name: Robert B. Ziemms  
Title: Corp. Secretary

**PRIMELINE GAMING  
TECHNOLOGIES, INC.,**

a California corporation

By:   
Name: Robert B. Ziemms  
Title: Corp. Secretary

**GAMES OF NEVADA, INC.,**  
a Nevada corporation

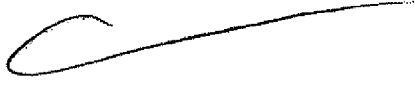
By: *RBSA*  
Name: *Robert B. Zerns*  
Title: *Corp. Secretary*

AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003485 FRAME: 0966**

**COLLATERAL AGENT:**

**ABLECO FINANCE LLC,**  
a Delaware limited liability company,  
as Collateral Agent

By:   
Name: *Kevin Genda*  
Title: *Senior Vice President*

AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003485 FRAME: 0967**



**SCHEDULE I**

[See attached]

Additional Trademarks-Applications

File No.	Class	Title	Word/Design	Serial No.	Filing Date	Type	Docket No.
		P2P	Word	77/001,016	9/15/2006	Federal	
		Texas Hold 'Em Live	Word	77/005,808	9/22/2006	Federal	

Additional Trademarks-Registered

File No.	Title	Word/Design	Reg. No.	Reg. Date	Serial No.	Filing Date	Issue Date	Type	Docket No.
	Treasure Quest	Word	3,118,892		76/636,617	4/21/2005		Federal	MIKOHN.0135T
	Office Daze	Word	3,134,164		78/515,347	11/11/2004		Federal	MIKOHN.204T
	Progressive Gaming International Corporation	Design	3,122,755		78/514,892	11/10/2004		Federal	6177S2319
	Texas Hold'Em Bonus	Word	3,125,004		76/608,282	8/20/2004		Federal	MIKOHN.0014T
	California Girls	Word	3,124,733		78/515,322	11/11/2004		Federal	MIKOHN.205T
	\$urprise Jackpot\$	Design	3,125,697		78/433,376	6/29/2004		Federal	MIKOHN.197T
	Reina De La Salsa	Word	3,131,035		78/521,204	11/22/2004		Federal	MIKOHN.0207T
	Rey Del Mambo	Word	3,131,036		78/521,209	11/22/2004		Federal	MIKOHN.206T
	Texas Hold'Em Bonus	Design	3,152,309	10/3/2006	76/599,687	6/28/2004		Federal	MIKOHN.0002T
	Texas Hold'Em Live	Design	3,198,412	1/16/2007	78/762,412			Federal	MIKOHN.0256T
	Latin Stars	Word	3,181,625	12/5/2006				Federal	MIKOHN.0202T