

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AmTote International, Inc.		05/11/2007	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	120 E. Baltimore Street		
Internal Address:	Attn: John Hehir		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Bank: GEORGIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1286435	AMTOTE	
Registration Number:	1459077	AMTOTE	
Registration Number:	1656117	BETMATE	
Registration Number:	3072291	BETWIZARD	
Registration Number:	2713670	BINGOBET	
Registration Number:	1681037	SPECTRUM	
Registration Number:	1283082	TOTE	
Registration Number:	2116056	TRACKBASE	
Registration Number:	2420028	VOICEBET	
CORRESPONDENCE DATA			
Fax Number:	(443)263-4108		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	410-230-7108		

CH \$240.00 1286435

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TRADEMARK
REEL: 003547 FRAME: 0686

Email: dksawyer@ober.com
Correspondent Name: Dana K. Sawyer, Paralegal
Address Line 1: 120 E. Baltimore Street
Address Line 2: Ober|Kaler
Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER: 017476/079264 DKS

NAME OF SUBMITTER: E. Scott Johnson

Signature: /E. Scott Johnson - dks/

Date: 05/23/2007

Total Attachments: 25

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") dated May 11, 2007, is executed by AMTOTE INTERNATIONAL, INC., a Maryland corporation ("Grantor"), in favor of SUNTRUST BANK (the "Secured Party"). All capitalized terms used herein but not otherwise defined shall have the respective meanings assigned thereto in the Loan Agreement.

RECITALS

Pursuant to that certain Loan and Security Agreement dated as of May 11, 2007 (the "Closing Date"), by and between the Grantor and the Secured Party (as amended, restated, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Secured Party has agreed to make available to the Grantor (a) a revolving credit facility pursuant to which the Secured Party shall from time to time make advances to and issue letters of credit for the account of the Grantor in the principal amount not to exceed \$3,000,000 at any one time outstanding (the "Revolving Credit Facility"), (b) a term loan in the principal amount of \$3,264,955.15 (the "Refinance Term Loan"), and (c) an equipment line in the maximum principal amount of \$10,000,000 (the "Equipment Line") pursuant to which the Secured Party shall from time to time make drawdown equipment term loans. The Revolving Credit Facility, the Equipment Line, and the Refinance Term Loan are hereinafter called collectively the "Credit Facilities").

As an inducement to the Secured Party to enter into the Loan Agreement and to make the Credit Facilities available to the Grantor, the Grantor has agreed to pledge to the Secured Party and grant the Secured Party, a continuing security interest in and lien on all of its personal property; and

It is a condition precedent to the Secured Party's entering into the Loan Agreement and making the Credit Facilities available to the Grantor, that the Grantor execute and deliver to the Secured Party this IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Security Interest.** As collateral security for the prompt payment, performance and satisfaction of all of its obligations and liabilities (both now existing and hereafter arising) hereunder or under each of the other Financing Documents to which it is now or hereafter becomes a party (all such obligations and liabilities being hereinafter referred to collectively as the "Secured Obligations"), the Grantor hereby grants to the Secured Party, for the benefit of the Secured Party, a continuing first priority security interest in and to, and collaterally assigns to the Secured Party, the following property, whether now owned or existing or hereafter created, acquired or arising and wheresoever located:

(a) all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign patents and patent applications

(including, without limitation, the patents and patent applications identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(b) all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, domain names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including, without limitation, each trademark, trade name, domain name and service mark registration and application identified in Schedule II attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Trademarks");

(c) all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications (including, without limitation, the copyright registrations identified on Schedule III attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all supplemental registrations, renewals, and extensions thereof, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights"); and

(d) all proceeds of any of the foregoing.

All of the property and interests in property described in clauses (a) through (d) are herein collectively referred to as the "Collateral". The security interests granted under this IP Security Agreement are herein referred to as the "Security Interests."

2. **Perfection.** Upon the filing of a properly completed financing statement, the Secured Party shall have a duly perfected security interest in all Collateral in which a security interest can be perfected by the filing of financing statements, subject only to Liens allowed to exist and have priority under Section 8.4 of the Loan Agreement ("Permitted Liens") with the effect that the Liens conferred in favor of the Secured Party shall be and remain duly perfected and of first priority. All financing statements (including all amendments thereto and continuations thereof), certificates, acknowledgments, instruments and other documents furnished in connection with the creation, enforcement, protection, perfection or priority of the

Secured Party's security interest in or collateral assignment of Collateral, including such items as are described above in this Section 2 or in Sections 3 and 4 below, are sometimes referred to herein as "Perfection Documents". The delivery of possession of items of or evidencing Collateral, causing other Persons to execute and deliver Perfection Documents as appropriate, the filing or recordation of Perfection Documents, the establishment of control over items of Collateral, and the taking of such other actions as may be necessary or advisable in the determination of the Secured Party to create, enforce, protect, perfect, or establish or maintain the priority of, the security interest of or collateral assignment to, the Secured Party for the benefit of the Secured Party in the Collateral is sometimes referred to herein as "Perfection Action".

3. **Security for Obligations.** The Security Interests granted under this IP Security Agreement by the Grantor secure the payment, performance and satisfaction of all of the Secured Obligations now or hereafter owing by the Grantor.

The Security Interests granted by this IP Security Agreement are granted in conjunction with the security interests granted to the Secured Party in other assets of the Grantor pursuant to the other Financing Documents.

4. **Collateral Assignment.** In addition to, and not in limitation of, the grant of the Security Interests in the Patents, Trademarks and Copyrights in Section 1 above, the Grantor hereby grants, assigns, transfers, conveys and sets over to the Secured Party, the Grantor's entire right, title and interest in and to the Patents, Trademarks and Copyrights; provided that such grant, assignment, transfer, conveyance and set over shall become effective only at the election of the Secured Party following the occurrence of an Event of Default that is continuing at the time of such election. The Grantor hereby agrees that after the effectiveness of such grant, assignment, transfer, conveyance and set over of any of the Patents, Trademarks and Copyrights, the use by the Secured Party of any of such Patents, Trademarks and Copyrights shall be without any liability for royalties or other related charges from the Secured Party to the Grantor. In furtherance of the foregoing, the Grantor has executed in blank and delivered to the Secured Party an assignment of federally registered patents, trademarks and copyrights (the "IP Assignment") owned by it in the form of Exhibit A hereto, such blank assignments to be filed and/or otherwise used by the Secured Party only upon the occurrence and during the continuance of an Event of Default. The Grantor hereby authorizes the Secured Party to complete as assignee, execute, and record with the United States Patent and Trademark Office (the "Patent and Trademark Office") and the United States Copyright Office (the "Copyright Office") and with other applicable Federal and state agencies and authorities, each IP Assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

5. **Further Assurances.**

(a) The Grantor agrees that from time to time, at its sole cost and expense, it will promptly execute and deliver all further instruments and documents, including such other Perfection Documents and take all further action and such other or additional Perfection Action, as may be required by the terms of the Financing Documents or as the Secured Party may reasonably request, in order to (i) continue, perfect and protect any

Security Interest or collateral assignment granted or purported to be granted hereby, and (ii) enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral. Without limiting the generality of the foregoing, the Grantor will execute and file (with the appropriate governmental offices, authorities, agencies and regulatory bodies) such other instruments or notices, including executed IP Assignments (but the filing of such IP Assignments shall be effected only in accordance with Section 4 above), with the Patent and Trademark Office and the Copyright Office, as may be necessary or desirable, or as the Secured Party may reasonably request, in order to perfect and preserve the Security Interests and collateral assignments granted hereby.

(b) The Grantor hereby authorizes the Secured Party to file where permitted by law, one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Grantor. A carbon, photographic or other reproduction of this IP Security Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Secured Party, from time to time, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party, may reasonably request, all in reasonable detail.

(d) The Grantor agrees to maintain among its books and records appropriate notations or evidence of, and to make or cause to be made appropriate disclosure upon its financial statements of, the Security Interests granted hereunder to the Secured Party.

(e) The Grantor agrees that, should it have or obtain an ownership interest in any material United States patent or patent application that is not now identified on Schedule I, any material trademark or trademark application that is not now identified on Schedule II or any material copyright registration or copyright application that is not now identified on Schedule III: (i) the provisions of this IP Security Agreement shall automatically apply to such item, and such item shall automatically become part of the Collateral; (ii) the Grantor shall, within one (1) month after acquiring or becoming aware of such ownership interest, (A) give written notice thereof to the Secured Party, (B) take all commercially reasonable and appropriate steps to protect such material Patents, Trademarks and Copyrights, as, for example, by filing applications for their registration with the Patent and Trademark Office or the Copyright Office, as applicable, and (C) with respect to such material Patents, Trademarks and Copyrights, prepare, execute and file in the Patent and Trademark Office or the Copyright Office, as applicable, within the requisite time period, all documents that are known by the Grantor to be necessary or that the Secured Party reasonably requests in order to perfect the Security Interest of the Secured Party therein, including delivery to the Secured Party of an executed IP Assignment. The Grantor authorizes the Secured Party to execute and file (subject in the case of the filing of IP Assignments, to the limitation contained in Section 4 above) such a document in the name of the Grantor if the Grantor fails to do so.

(f) The Grantor agrees: (i) to take all commercially reasonable steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof or in any court, to maintain and pursue each patent application now or hereafter included in the Collateral which the Grantor determines to be material to the conduct of its business, and to maintain each such Patent, and each Trademark or Copyright now or hereafter included in the Collateral that the Grantor determines to be material to the conduct of its business, including the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of fees, and the participation in interference, reexamination, opposition and infringement proceedings, to the extent commercially reasonable; (ii) to take corresponding steps with respect to unpatented inventions which the Grantor determines to be material to the conduct of its business and on which the Grantor is now or hereafter becomes entitled to seek protection, including maintaining the confidentiality of such inventions if filing a patent application is not justified in the commercially reasonable judgment of the Grantor; and (iii) to bear any expenses incurred in connection with such activities.

(g) The Grantor shall not do any act or omit to do any act whereby any of the Collateral may become dedicated or abandoned, except where such dedication or abandonment will not cause, create or give rise to a Material Adverse Effect. For purposes hereof, "Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties or condition (financial or otherwise) of the Borrower or the Borrower and its Subsidiaries taken as a whole; (b) a material impairment of the ability of the Borrower or any of its Subsidiaries taken as a whole to perform in any material respect its obligations under any Financing Document; or (c) a material adverse effect upon (i) the legality, validity, binding effect or enforceability of any Financing Document, or (ii) the perfection or priority of any Lien granted to the Secured Party under any of the Financing Documents.

(h) The Grantor agrees that in the event that any of the Collateral which is material to the operation of its business and as to which it has granted the Security Interests is infringed or misappropriated by a third party, the Grantor shall take all commercially reasonable steps to terminate the infringement or misappropriation, and take such other commercially reasonable actions as the Grantor shall deem appropriate under the circumstances to protect such Collateral. Any expense incurred in connection with such activities shall be borne by the Grantor.

6. **General Representations and Warranties.** The Grantor hereby represents and warrants to the Secured Party as follows:

(a) It has full power, legal right and lawful authority to enter into this IP Security Agreement and to perform its terms, including the grant of the Security Interests herein provided for.

(b) No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body or any other Person is required either (i) for the grant by the Grantor of the Security Interests granted hereby, or the collateral assignment hereunder, or for the execution, delivery or performance of this IP Security Agreement by the Grantor, or (ii) for the perfection of or the exercise by the Secured Party of its rights and remedies hereunder, except (x) with respect to the Security Interests, the filing of this IP Security Agreement with the Patent and Trademark Office and the Copyright Office, as applicable, and the filings required by the Uniform Commercial Code of the State in which the Grantor is formed, (y) with respect to the consummation of assignment pursuant to Section 4 above, the filing in the Patent and Trademark Office or the Copyright Office, as applicable, of the IP Assignments, and (z) to the extent that the exercise of rights and remedies may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors rights generally or by general principles of equity.

(c) No action or proceeding is pending or, to the Grantor's knowledge, threatened seeking to limit, cancel or question the validity of any part of the Collateral, which such action or proceeding, if determined adversely to the Grantor, could reasonably be expected to have a Material Adverse Effect.

(d) Except as set forth on Schedule 6(d) hereto, it has not granted any release, covenant not to sue, or non-assertion assurance to any third person with respect to any material part of the Collateral.

(e) The actions contemplated under or in connection with the Financing Documents will not impair the legal right of the Grantor to use any of the Collateral.

(f) Except as set forth on Schedule 6(f) hereto, the Grantor has no knowledge of the existence of any right under any patent, trademark, license agreement, trade name, trade secret, know-how, confidential research, development and commercial information, or other proprietary information held by any other Person that would materially interfere with the ability of the Grantor to carry on its business as currently carried on, and the Grantor has no knowledge of any claim to the contrary.

(g) None of the Grantor's Subsidiaries has an ownership interest in any patents, patent applications, copyrights, copyright applications, trademark, trade name, trade dress, service marks, trademark or service mark registrations or any applications for trademark or service mark registration or any other intellectual property of a nature that would be Collateral hereunder if owned by the Grantor.

(h) No claim has been made, and the Grantor has no knowledge of any claim, that the use by the Grantor of any Collateral does or may violate the rights of any Person, to the extent that such claim could reasonably be expected to have a Material Adverse Effect.

7. **Patent Representations and Warranties.** The Grantor hereby represents and warrants to the Secured Party that:

(a) Except as set forth on Schedule 7(a) hereto, it is the sole, legal and beneficial owner of the entire right, title and interest in and to the material Patents purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for non-exclusive licenses as to which the Grantor is the licensor, Permitted Liens, and the Security Interests created by this IP Security Agreement. No financing statement or other instrument similar in effect covering all or any part of the Patents purported to be granted by the Grantor hereunder shall be on file in any recording office, including, without limitation, the Patent and Trademark Office, except such as may have been filed in favor of the Secured Party.

(b) Set forth on Schedule I is a list of all of the Patents owned by the Grantor and utilized in the conduct of its business as currently conducted and material in the Grantor's operations or in the selling or marketing of the Grantor's products or services.

(c) Each Patent of the Grantor identified on Schedule I hereto is validly subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, and to the knowledge of the Grantor is patentable, valid and enforceable, and each of such Patent applications has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office in all material respects and will be prosecuted in conformity therewith so as not to become improperly abandoned.

8. **Trademark Representations and Warranties.** The Grantor hereby represents and warrants to the Secured Party that:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the material Trademarks purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for non-exclusive licenses as to which the Grantor is the licensor, Permitted Liens, and the Security Interests created by this IP Security Agreement. No financing statement or other instrument similar in effect covering all or any part of the Trademarks purported to be granted by the Grantor hereunder shall be on file in any recording office, including, without limitation, the Patent and Trademark Office, except such as may have been filed in favor of the Secured Party.

(b) Set forth on Schedule II is a list of all of the Trademarks owned by the Grantor and utilized in the conduct of its business as currently conducted and material in the Grantor's operations or in the selling or marketing of the Grantor's products or services.

(c) Except as expressly described on Schedule II, each Trademark of the Grantor identified on Schedule II is validly subsisting and has not been abandoned or

adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to the Grantor's knowledge, valid, registrable and enforceable, and each application for registration of any such Trademark has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office in all material respects and will be prosecuted in conformity therewith.

9. **Transfers and Other Liens.** The Grantor shall not:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Collateral, except as permitted by the Loan Agreement or, with respect to such Collateral as is not material to the business of the Grantor, which may be transferred in the ordinary course of business, except that the Grantor may license the Collateral either on an exclusive or a non-exclusive basis in the ordinary course of the Grantor's business, provided that such license is necessary or desirable in the conduct of the Grantor's business. The Secured Party shall execute any documents that the Grantor may reasonably request in order to permit the Grantor to exercise its right hereunder to license the Collateral, provided that the Secured Party shall not be required to do anything that may, in the sole reasonable judgment of the Secured Party, adversely affect the validity of the Security Interests;

(b) create or suffer to exist any Lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for Permitted Liens or the Security Interests created by this IP Security Agreement; or

(c) take any other action in connection with any of the Collateral that would impair the value of the interest or rights of the Grantor in the Collateral taken as a whole or that would impair the interest or rights of the Secured Party.

10. **Secured Party Appointed Attorney-in-Fact.** The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact for the purposes of carrying out the provisions of this IP Security Agreement and taking any action and executing any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest; provided that the Secured Party shall have and may exercise rights under this power of attorney only upon the occurrence and during the continuance of an Event of Default. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right and power:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to endorse the Grantor's name on any checks, notes, drafts or any other payment relating to or constituting proceeds of the Collateral which comes into the Secured Party's possession or the Secured Party's control, and deposit the same to the account of the Secured Party on account and for payment of the Secured Obligations;

(d) to file any claims or take any action or institute any proceedings that the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral; and

(e) to execute, in connection with any sale or other disposition of Collateral provided for herein, any endorsement, assignments, or other instruments of conveyance or transfer with respect thereto.

11. **Secured Party May Perform.** If the Grantor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor under Section 15 hereof to the fullest extent permitted by applicable law. The Secured Party agrees that, upon its performing or causing the performance of any agreement contained herein, it will promptly provide notice thereof to the Grantor, provided the failure so to provide notice shall not affect the obligation of the Grantor to pay amounts incurred in connection therewith pursuant to this Section 11.

12. **The Secured Party 's Duties.**

(a) The Secured Party shall be under no duty or liability with respect to the collection, protection or preservation of the Collateral, or otherwise, beyond the use of reasonable care in the custody and preservation thereof while in its possession.

(b) The Grantor agrees to pay when due all taxes, charges, Liens and assessments against the Collateral in which it has an interest, unless being contested in good faith by appropriate proceedings diligently conducted and against which adequate reserves have been established in accordance with GAAP and evidenced to the satisfaction of the Secured Party and provided that all enforcement proceedings in the nature of levy or foreclosure are effectively stayed. Upon the failure of the Grantor to so pay or contest such taxes, charges, Liens or assessments, or upon the failure of the Grantor to pay any amount pursuant to this IP Security Agreement, the Secured Party at its option may pay or contest any of them (the Secured Party having the sole right to reasonably determine the legality or validity and the amount necessary to discharge such taxes, charges, Liens or assessments) but shall not have any obligation to make any such payment or contest. All sums so disbursed by the Secured Party, including reasonable attorneys' fees, court costs, expenses and other charges related thereto, shall be payable on demand by the Grantor to the Secured Party and shall be additional Secured Obligations secured by the Collateral, and any amounts not so paid on demand (in addition to other rights and remedies resulting from such nonpayment) shall bear interest from the date of demand until paid in full at the Default Rate.

(c) The Grantor hereby irrevocably authorizes the Secured Party to file (with, or to the extent permitted by applicable law, without the signature of the Grantor appearing thereon) financing statements (including amendments thereto and continuations and copies thereof) showing the Grantor as "debtor" at such time or times and in all filing offices as the Secured Party may from time to time determine to be necessary or advisable to perfect or protect the rights of the Secured Party hereunder, or otherwise to give effect to the transactions herein contemplated.

13. **Reinstatement.** The granting of a security interest in the Collateral and the other provisions hereof shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by the Secured Party or is repaid by the Secured Party in whole or in part in good faith settlement of a pending or threatened avoidance claim, whether upon the insolvency, bankruptcy or reorganization of the Grantor or otherwise, all as though such payment had not been made. The provisions of this Section 13 shall survive repayment of all of the Secured Obligations and the termination or expiration of this IP Security Agreement in any manner.

14. **Remedies Upon An Event of Default.** If an Event of Default shall have occurred and be continuing:

(a) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code as in effect in the State of Maryland (the "UCC") and also may (i) exercise any and all rights and remedies of the Grantor under, in connection with, or otherwise in respect of, such Collateral, including the completion and filing of the IP Assignment, (ii) require the Grantor to, and the Grantor hereby agrees that it will, at its expense and upon request of the Secured Party, forthwith assemble all or part of the documents embodying such Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both the Secured Party and the Grantor, (iii) occupy any premises owned or leased by the Grantor where documents embodying such Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Secured Party's rights and remedies hereunder or under applicable law, without obligation to the Grantor in respect of such occupation, (iv) license such Collateral or any part thereof, and (v) without notice except as specified below, sell such Collateral or any part thereof at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable. The Grantor agrees that at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by the Grantor under or in connection with any of such Collateral shall be received in trust for the benefit of the Secured Party, shall be segregated from other funds of the Grantor and shall be immediately paid over to the Secured Party in the same form as so received (with any necessary endorsement).

(c) The net cash proceeds resulting from the collection, liquidation, sale, or other disposition of the Collateral of the Grantor shall be applied first to the expenses (including all reasonable attorneys' fees and expenses) owing pursuant to Section 15 hereof, of retaking, holding, storing, processing and preparing for sale, selling, collecting, liquidating and the like, and then to the satisfaction of all Secured Obligations in such order and manner as the Secured Party may reasonably determine. The Grantor shall be liable to the Secured Party and shall pay to the Secured Party, on demand, any deficiency which may remain after such sale, disposition, collection or liquidation of the Collateral.

15. **Expenses.** The Grantor will upon demand pay to the Secured Party the amount of any and all reasonable expenses and the reasonable fees and disbursements of any experts and agents, that the Secured Party may incur in connection with (i) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (ii) the exercise or enforcement of any of the rights of the Secured Party, or (iii) the failure by the Grantor to perform or observe any of the provisions hereof.

16. **Waiver.** The Grantor waives to the extent permitted by applicable law (a) any right to require the Secured Party or any other obligee of the Secured Obligations to (x) proceed against any Person or entity, (y) proceed against or exhaust any Collateral or other collateral for the Secured Obligations, or (z) pursue any other remedy in its power; (b) any defense arising by reason of any disability or other defense of any other Person, or by reason of the cessation from any cause whatsoever of the liability of any other Person or entity, (c) any right of subrogation, or (d) any right to participate in any collateral or security whatsoever now or hereafter held by the Secured Party for the benefit of the Secured Party. The Grantor authorizes the Secured Party and each other obligee of the Secured Obligations without notice (except notice required by applicable law) or demand and without affecting its liability hereunder or under the other Financing Documents from time to time to: (i) take and hold security that may be granted to it, other than the Collateral herein described, for the payment of such Secured Obligations or any part thereof, and exchange, enforce, waive and release the Collateral herein described or any part thereof or any such other security; and (ii) after the occurrence and during the continuance of an Event of Default, apply such Collateral or other security and direct the order or manner of sale thereof as the Secured Party or obligee in its discretion may determine. Nothing in this Section 16 is intended as a waiver of the Grantor's right to proceed against the Secured Party in connection with any duty to protect the Collateral as provided in Section 12(a) hereof or otherwise.

17. **Amendments.** No amendment, modification, or termination or waiver of any provision of this IP Security Agreement nor consent to any departure by the Grantor therefrom shall in any event be effective unless agreed to in writing by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for

which given; provided, however, the Secured Party may revise Schedule II in order to list only the United States Trademarks when filing this IP Security Agreement with the United States Patent and Trademark Office.

18. Continuing Security Interest; Assignments Under the Note Purchase Agreement

(a) This IP Security Agreement shall create a continuing Security Interest in the Collateral and shall remain in full force and effect until terminated in accordance with the provisions of Section 26 hereof.

(b) Except as permitted by this IP Security Agreement or the Loan Agreement, the Grantor shall not sell, lease, transfer or otherwise dispose of any item of Collateral during the term of this IP Security Agreement without the prior written consent of the Secured Party to such sale, lease, transfer or other disposition.

(c) Upon the termination of this IP Security Agreement in accordance with Section 26 hereof, the Collateral shall be automatically released from the Liens created hereby, all rights to the Collateral shall automatically revert to the Grantor, and this IP Security Agreement and all obligations of the Grantor hereunder shall terminate without delivery of any instrument or performance of any act by any party. Upon such termination of this IP Security Agreement, the Secured Party shall reassign and redeliver such Collateral then held by or for the Secured Party and execute and deliver to the Grantor such documents as it shall reasonably request to evidence such termination.

19. Additional Collateral. If the Grantor shall acquire or hold any additional material Patents, Trademarks or Copyrights not listed on Schedules I, II, or III hereto (any such Patents, Trademarks or Copyrights being referred to herein as the "Additional Collateral"), the Grantor shall promptly deliver to the Secured Party a revised Schedule I, II, or III hereto, as applicable, reflecting the ownership and pledge of such Additional Collateral. The Grantor shall comply with the requirements of this Section 19 concurrently with the acquisition of any such Additional Collateral.

20. Definitions. All terms used herein unless otherwise defined herein or in the Loan Agreement shall be defined in accordance with the appropriate definitions appearing in the Uniform Commercial Code in effect in the State of Maryland, and such definitions are hereby incorporated herein by reference and made a part hereof.

21. Entire Agreement. This IP Security Agreement, together with the Loan Agreement and the other Financing Documents, constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements, commitments or conditions, express or implied, oral or written, except as contained in the Financing Documents. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof or thereof. Neither this IP Security Agreement nor any portion or provision hereof may be changed, altered, modified, supplemented, discharged,

canceled, terminated, or amended orally or in any manner other than as provided in Section 17 hereof.

22. **Evidence of Lien.** The Grantor hereby consents and agrees that the issuers of or obligors in respect of the Collateral shall be entitled to accept the provisions hereof as conclusive evidence of the right of the Secured Party to exercise its rights hereunder or thereunder with respect to the Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by the Grantor or any other Person to any of such issuers or obligors.

23. **Binding Agreement; Assignment.** This IP Security Agreement and the terms, covenants, conditions, rights and remedies hereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns; provided, however, that the Grantor shall not be permitted to assign this IP Security Agreement, or any interest herein or in the Collateral. Without limiting the generality of the foregoing sentence of this Section 23, the Secured Party may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under the Loan Agreement (to the extent permitted by the Loan Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to the Secured Party herein or otherwise, subject however, to the provisions of the Loan Agreement, including Section 11.8 thereof (concerning assignments and participations.) All references herein to the Secured Party shall include any successor thereof or assignee, and any other obligees from time to time of the Secured Obligations.

24. **Severability.** The provisions of this IP Security Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this IP Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

25. **Counterparts.** This IP Security Agreement 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 when taken together shall constitute one and the same agreement.

26. **Termination.** Subject to the provisions of Section 13, this IP Security Agreement and all obligations of the Grantor hereunder (excluding those obligations and liabilities that expressly survive such termination) shall terminate upon the termination of the Credit Facilities under the Financing Documents and the indefeasible payment in full of all sums owed by the Grantor to the Secured Party under the Loan Agreement and other Financing Documents.

27. **Notices.** Any notice required or permitted hereunder shall be given (a) with respect to the Grantor, at the address for the giving of notice then in effect under the Loan Agreement, and (b) with respect to the Secured Party, at the Secured Party's address for the giving of notice then in effect under the Loan Agreement. All such addresses may be modified, and all such notices shall be given and shall be effective, as provided in Section 11.3 of the Loan Agreement for the giving and effectiveness of notices and modifications of addresses thereunder.

28. Governing Law; Waivers.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE (i) WITH RESPECT TO THOSE INSTANCES IN WHICH THE APPLICABLE CHOICE OF LAWS RULES OF SUCH STATE, INCLUDING SECTION 9-301 OF THE UCC, REQUIRE THAT THE MANNER OF CREATION OF A SECURITY INTEREST IN SPECIFIC COLLATERAL OR THE MANNER OR EFFECT OF PERFECTION OR NONPERFECTION OR THE RULES GOVERNING PRIORITY OR SECURITY INTERESTS ARE TO BE GOVERNED BY THE LAWS OF ANOTHER JURISDICTION, THEN THE LAWS OF SUCH OTHER JURISDICTION SHALL GOVERN SUCH MATTERS, AND (ii) IN THOSE INSTANCES IN WHICH THE LAWS OF THE JURISDICTION IN WHICH COLLATERAL IS LOCATED GOVERN MATTERS PERTAINING TO THE METHODS AND EFFECT OF REALIZING ON COLLATERAL, SUCH LAWS SHALL BE GIVEN EFFECT WITH RESPECT TO SUCH MATTERS.

(b) THE GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY AGREES AND CONSENTS THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF BALTIMORE, STATE OF MARYLAND, UNITED STATES OF AMERICA AND, BY THE EXECUTION AND DELIVERY OF THIS IP SECURITY AGREEMENT, EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

(c) THE GRANTOR AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PERSONAL SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING, OR BY REGISTERED OR CERTIFIED MAIL (POSTAGE PREPAID) TO THE ADDRESS OF SUCH PARTY PROVIDED IN SECTION 27 OR BY ANY OTHER METHOD OF SERVICE PROVIDED FOR UNDER THE APPLICABLE LAWS IN EFFECT IN THE STATE OF MARYLAND.

(d) NOTHING CONTAINED IN SUBSECTIONS (b) OR (c) HEREOF SHALL PRECLUDE THE SECURED PARTY FROM BRINGING ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR THE OTHER FINANCING DOCUMENTS IN

THE COURTS OF ANY PLACE WHERE ANY OTHER PARTY OR ANY OF SUCH PARTY'S PROPERTY OR ASSETS MAY BE FOUND OR LOCATED. TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS OF ANY SUCH JURISDICTION, THE GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND EXPRESSLY WAIVES, IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING, THE JURISDICTION OF ANY OTHER COURT OR COURTS WHICH NOW OR HEREAFTER, BY REASON OF ITS PRESENT OR FUTURE DOMICILE, OR OTHERWISE, MAY BE AVAILABLE UNDER APPLICABLE LAW.

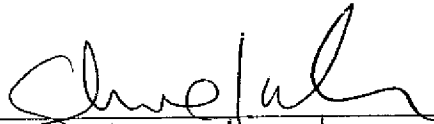
(e) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER OR RELATED TO THIS IP SECURITY AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE FOREGOING, EACH PARTY HEREBY AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND HEREBY EXPRESSLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PERSON MAY HAVE TO TRIAL BY JURY IN ANY SUCH ACTION, SUIT OR PROCEEDING.

(f) THE GRANTOR HEREBY EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE THAT ANY COURT TO WHOSE JURISDICTION IT HAS SUBMITTED PURSUANT TO THE TERMS HEREOF IS AN INCONVENIENT FORUM.

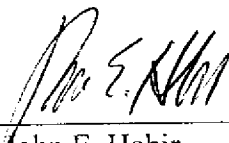
[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties have duly executed this IP Security Agreement on the day and year first written above.

AMTOTE INTERNATIONAL, INC.

By: 
Name: Steve E. Keach
Title: President

SUNTRUST BANK

By: 
Name: John E. Hehir
Title: Senior Vice President

SCHEDULE I

Patents and Patent Applications

1. Methods and Apparatus for Parimutuel Gaming Using Speech Recognition
Patent No. 6,383,074 B1
Issued Date: May 7, 2002
2. Reconfigurable Self-Service Wagering Terminal
U.S. Application No. 11/003,633
Filed December 2, 2004

SCHEDULE II

Registered Trademarks and Trademark Applications

REGISTERED TRADEMARKS

Mark	Country	Serial No	Int'l Class	Reg. No	Issue Date/ Registration Date	Reg. Status	Expires
AMTOTE	USA	414202	37/41	1286435	7/17/1984	Issued	7/17/2009
AMTOTE	USA	648758	9	1459077	9/29/1987	Issued	9/29/2007
BetMate	USA	74/098500	9	1656117	9/10/1991	Issued	9/10/2011
BetWizard	USA	78/513,034	42	3,072,291	3/21/2006	Issued	3/21/2016
BingoBet	USA	75/252964	16, 42	2713670	5/6/2003		5/6/2008
SPECTRUM	USA	74/116710	9	1681037	3/31/1992	Issued	3/31/2012
Design	USA	195849	9/41	1283082	6/26/1984	Issued	6/26/2004
TrackBase	USA	75/198458	9	2116056	11/25/1997	Issued	11/25/2007
VOICEBET	USA	75/685725			1/09/2001	Issued	1/9/2007

SCHEDULE III

Copyright Registrations

None as of the Closing Date

Schedule 6(f)

Competing Rights

Nature of Intellectual Property

Nature and Description of Competing Right

NONE

EXHIBIT A

ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS

THIS ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS, dated _____, 20__ (this "Agreement"), is given by AMTOTE INTERNATIONAL, INC., a Maryland corporation (the "Grantor"), in favor of SUNTRUST BANK (the "Secured Party"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of May 11, 2007, by and between the Grantor and the Secured Party (the "Loan Agreement"), the Secured Party has made available to the Grantor a term loan, a revolving credit facility, and an equipment line facility (collectively, the "Credit Facilities"); and

WHEREAS, the Grantor has entered into that certain Intellectual Property Security Agreement (the "IP Security Agreement") dated as of May 11, 2007, pursuant to which the Grantor has granted to the Secured Party, for the benefit of the Secured Party, a security interest in the Trademarks, Copyrights, and Patents defined below in order to secure the Secured Obligations (as defined in the IP Security Agreement); and

WHEREAS, the Grantor (a) has adopted, registered and used and is using the trademarks and service marks (the "Trademarks") identified on Annex I hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on Annex I hereto, (b) is the owner of and uses the copyright registrations set forth on Annex II hereto (the "Copyrights"), and (c) is the owner of and uses the patents, patent registrations and pending registration applications set forth on Annex III hereto (the "Patents" and together with the Trademarks and the Copyrights, the "Collateral"); and

WHEREAS, the Secured Party desires to acquire the Trademarks, the Copyrights, and the Patents and the registrations thereof and applications therefor, as applicable, in connection with the exercise of its remedies after the occurrence of an Event of Default and pursuant to the terms of the IP Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, sell and transfer unto the Secured Party all right, title and interest in and to the Trademarks, Copyrights, and Patents, together with (i) the registrations of and applications therefor, as applicable, (ii) all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, (iii) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, and (iv) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future

infringements or dilution of or damage or injury to the Trademarks, Copyrights, Patents or the registrations thereof or such associated goodwill.

The Grantor hereby grants to the Secured Party and notice is hereby given that the Grantor has granted to the Secured Party a security interest in the Collateral to secure the payment and performance in full of all Secured Obligations (as defined in the IP Security Agreement) and all obligations of the Grantor under the Loan Agreement and other Financing Documents to which it is a party.

This Agreement is intended to and shall take effect as a sealed instrument at such time as the Secured Party shall complete this instrument by signing its acceptance of this IP Security Agreement below.

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Patents, Trademarks and Copyrights on the day and year first written above.

GRANTOR:

AMTOTE INTERNATIONAL, INC.

By: _____ (SEAL)

Name:

Title:

The foregoing Assignment of the Patents, Trademarks and Copyrights and the registrations thereof and registration applications therefor by the Grantor is hereby accepted as of the ____ day of _____, 20__.

SUNTRUST BANK,
as Secured Party

By: _____

Name:

Title:

ANNEX I

Trademark Registrations
United States Patent and Trademark Office

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
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Trademark Pending Applications
United States Patent and Trademark Office

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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ANNEX II

Part I

Copyrights Registered with U.S. Copyright Office

Title

Registration No.

Part II

Copyrights Not Registered

Title

[Author(s)]

ANNEX III

Patent Registrations
United States Patent and Trademark Office

<u>Patent Description</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
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Patent Pending Applications
United States Patent and Trademark Office

<u>Patent Application Description</u>	<u>Country</u>	<u>Patent Application No.</u>	<u>Date Applied</u>
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