

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGS, LLC		05/14/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Swiss banking corporation:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3219273	LUCKY LOTTO
Registration Number:	3161386	ROYAL REELS
Serial Number:	76663187	COOL CATZ COOL BAN
Serial Number:	76663192	COOL CATZ
Serial Number:	76671594	COVER ALL BINGO
Serial Number:	76671595	COVER ALL BINGO
Serial Number:	76663113	DIAMOND LOTTO
Serial Number:	76663194	DIAMOND LOTTO
Serial Number:	76629643	DRAGONS 8'S
Serial Number:	76636982	LIBERTY 7'S
Serial Number:	76663189	LIBERTY 7'S
Serial Number:	76663115	MOUSE GAME
Serial Number:	76663188	MOUSE GAME

OP \$415.00 3219273

Serial Number:	76663116	ROYAL REELS
Serial Number:	76663114	SUPERBALL LOTTO
Serial Number:	76663191	SUPERBALL LOTTO DELUXE

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038266-0079
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	05/27/2007

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of May 14, 2007, by AGS LLC and AGS CAPITAL, LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

AGS LLC

By: 
Name: Carl Donnelly
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003549 FRAME: 0957

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

Very truly yours,

AGS CAPITAL, LLC

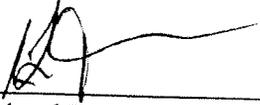
By: 
Name: Carl Donnelly
Title: Chief Financial Officer

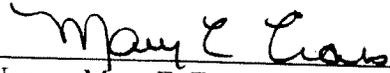
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003549 FRAME: 0958

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: Mary E. Evans
Title: Associate Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003549 FRAME: 0959

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

AGS LLC

Trademark Registrations:

Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
LUCKY LOTTO	9	76/647,887 10/03/05	3,219,273 03/20/07
	9	76/636,981 04/25/05	3,161,386 10/24/06

Trademark Applications:

Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
	9	76/663,187 07/17/06	
COOL CATZ	9	76/663,192 07/17/06	
COVER ALL BINGO	9	76/671,594 01/22/07	
	9	76/671,595 01/22/07	
DIAMOND LOTTO	9	76/663,113 07/17/06	
	9	76/663,194 07/17/06	
DRAGON 8'S	9	76/629,643 01/27/05	
	9	76/636,982 04/25/05	

Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
	9	76/663,189 07/17/06	
	9	76/663,115 07/17/06	
MOUSE GAME	9	76/663,188 07/17/06	
	9	76/663,116 07/17/06	
SUPERBALL LOTTO	9	76/663,114 07/17/06	
	9	76/663,191 07/17/06	

AGS Capital, LLC

Trademark Registrations:

AGS CAPITAL, LLC

AGS CAPITAL, LLC Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
FAST TEK	42	78/375,646 02/27/04	3,048,760 01/24/06

Trademark Applications:

None.