

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shuffle Master, Inc.		04/10/2008	Corporation-State Minnesota:
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	100 Plaza One		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	COMPANY:		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2369431	WILD ARUBA STUD	
Registration Number:	2274648	WILD ARUBA STUD	
Registration Number:	3000362	WILD ARUBA STUD	
Registration Number:	1787117	CARIBBEAN STUD	
Registration Number:	1568546	CARIBBEAN STUD	
Registration Number:	1548674	A K Q J 10 ANTE BET CARIBBEAN STUD ENTERPRISES	
Registration Number:	3067149	CARIBBEAN STUD	
Registration Number:	2108501	CARIBBEAN DRAW	
Registration Number:	2368411	TRE CARD STUD	
Registration Number:	3039642	COMMUNITY JACKPOT	
Registration Number:	3021773	BLACKJACK BULLETS	
Registration Number:	3102352	TEXAS HOLD 'EM BONUS	
Registration Number:	3125004	TEXAS HOLD 'EM BONUS	
Registration Number:	3152309	TEXAS HOLD 'EM BONUS	

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TRADEMARK
REEL: 003784 FRAME: 0048

Registration Number:	3281265	PROGRESSIVE TEXAS HOLD 'EM
Registration Number:	2584047	PROGRESSIVE BLACKJACK
Registration Number:	2458905	PROGRESSIVE BLACK JACK
Serial Number:	76615270	CARIBBEAN STUD BONUS
Serial Number:	76615271	CARIBBEAN STUD BONUS
Serial Number:	76628347	PROGRESSIVE TEXAS HOLD'EM
Serial Number:	76645233	TWO CARD JOKER POKER
Serial Number:	78347903	ARIZONA ACES
Serial Number:	78445822	TWO CARD JOKER POKER
Registration Number:	3281264	PROGRESSIVE TEXAS HOLD 'EM

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: kai.goodwin@contractor.thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	582574
NAME OF SUBMITTER:	Kai Goodwin
Signature:	/Kai Goodwin/
Date:	05/28/2008

Total Attachments: 7

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Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of April 10, 2008, by SHUFFLE MASTER, INC. and SHUFFLE UP PRODUCTIONS, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement, dated as of November 30, 2006 and amended as of April 5, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SHUFFLE MASTER, INC. (the "Borrower"), DEUTSCHE BANK TRUST COMPANY AMERICAS, as a Lender, the other Lenders party thereto from time to time, DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent (the "Administrative Agent"), DEUTSCHE BANK SECURITIES INC. and WELLS FARGO BANK, N.A., as joint lead arrangers and book managers and WELLS FARGO BANK, N.A., as syndication agent.

WHEREAS, the Pledgors are party to a Security Agreement (the "Security Agreement") and to a Trademark Security Agreement (the "Trademark Security Agreement"), both dated as of November 30, 2006, in favor of the Collateral Agent pursuant to which each Pledgor is required under Section 6.3 of the Security Agreement, and Section 9.11(a)(x) of the Credit Agreement, to execute and deliver this Supplemental Trademark Security Agreement;

WHEREAS, the Pledgors have acquired the additional Trademarks set forth on Schedule I attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors agree 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 Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and to the Trademark 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 and in the Trademark 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 Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement or the Trademark Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, 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 Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental 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 Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[The remainder of this page is left intentionally blank.]

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

Very truly yours,

SHUFFLE MASTER, INC.

By: _____

Name: Mark L. Yoseloff

Title: Chief Executive Officer and Chairman of the Board

SHUFFLE UP PRODUCTIONS, INC.

By: _____

Name: Mark L. Yoseloff

Title: Chief Executive Officer

TRADEMARK

REEL: 003784 FRAME: 0053

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: Mary Kay Coyle
Name: Mary Kay Coyle
Title: Managing Director

By: Paul O'Leary
Name: Paul O'Leary
Title: Director

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Shuffle Master, Inc.	2369431	Wild Aruba Stud
Shuffle Master, Inc.	2274648	Wild Aruba Stud
Shuffle Master, Inc.	3000362	Wild Aruba Stud
Shuffle Master, Inc.	1787117	Caribbean Stud
Shuffle Master, Inc.	1568546	Caribbean Stud
Shuffle Master, Inc.	1548674	Caribbean Stud Enterprises
Shuffle Master, Inc.	3067149	Caribbean Stud
Shuffle Master, Inc.	2108501	Caribbean Draw
Shuffle Master, Inc.	2368411	Tre Card Stud
Shuffle Master, Inc.	3039642	Community Jackpot
Shuffle Master, Inc.	3021773	Blackjack Bullets
Shuffle Master, Inc.	3102352	Texas Hold'em Bonus
Shuffle Master, Inc.	3125004	Texas Hold'em Bonus
Shuffle Master, Inc.	3152309	Texas Hold'em Bonus
Shuffle Master, Inc.	3281264	Progressive Texas Holdem
Shuffle Master, Inc.	3281265	Progressive Texas Holdem
Shuffle Master, Inc.	2584047	Progressive Blackjack
Shuffle Master, Inc.	2458905	Progressive Blackjack
Shuffle Master, Inc.**	12085469 (OK)	Pay to Play
Shuffle Master, Inc.**	0111558 (CA)	Texas Hold'Em Bonus
Shuffle Master, Inc.**	SM00210558(NV)	Caribbean Stud
Shuffle Master, Inc.**	E0085052006-6(NV)	Texas Hold'em Bonus
Shuffle Master, Inc.**	TM00360859(NV)	Texas Hold'em Bonus
Shuffle Master, Inc.**	6749207(MS)	Texas Hold'em Bonus
Shuffle Master, Inc.**	22472 (NJ)	Texas Hold'em Bonus

OWNER	REGISTRATION NUMBER	TRADEMARK
Shuffle Master, Inc.**	PAT-58-5185	Texas Hold'em Bonus
Shuffle Master, Inc.**	22104	Texas Hold'em Bonus
Shuffle Master, Inc.**	12108334	Texas Hold'em Bonus
Shuffle Master, Inc.**	22862	Texas Hold'em Bonus
Shuffle Master, Inc.**	20060516-08613	Texas Hold'em Bonus
Shuffle Master, Inc.**	M06564	Texas Hold'em Bonus
Shuffle Master, Inc.**	50695	Texas Hold'em Bonus
Shuffle Master, Inc.**	22472	Texas Hold'em Bonus

** State filings to be recorded with the UCC, and not filed with the USPTO.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Shuffle Master, Inc.	76/615,270	Caribbean Stud Bonus
Shuffle Master, Inc.	76/615,271	Caribbean Stud Bonus
Shuffle Master, Inc.	76/628,347	Progressive Texas Hold'em
Shuffle Master, Inc.	76/645,233	Two Card Joker Poker
Shuffle Master, Inc.	78/347,903	Arizona Aces
Shuffle Master, Inc.	78/445,822	Two Card Joker Poker