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
PGIC NV		08/15/2008	CORPORATION: NEVADA
MGC, Inc.		08/15/2008	CORPORATION: NEVADA
Progressive Games, Inc.		08/15/2008	CORPORATION: DELAWARE
Games of Nevada, Inc.		08/15/2008	CORPORATION: NEVADA
Viking Merger Subsidiary, LLC		08/15/2008	LIMITED LIABILITY COMPANY: DELAWARE
Primeline Gaming Technologies, Inc.		08/15/2008	CORPORATION: CALIFORNIA
Mikohn International, Inc.		08/15/2008	CORPORATION: NEVADA
Mikohn Holdings, Inc.		08/15/2008	CORPORATION: NEVADA
EndX, Inc. (USA)		08/15/2008	CORPORATION: NEVADA
PGI (Macao) Limited		08/15/2008	LIMITED LIABILITY COMPANY: MACAU
PGIC Holdings, Limited		08/15/2008	private limited company: UNITED KINGDOM
Progressive Gaming International (Group) Ltd.		08/15/2008	private limited company: UNITED KINGDOM
Progressive Gaming International (UK) Ltd.		08/15/2008	private limited company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Private Equity Management Group Financial Corporation, as Administrative Agent
Street Address:	One Park Plaza, Suite 550
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
		TDADEMARK

TRADEMARK 900113961 **REEL: 003836 FRAME: 0435**

Registration Number:	2166729	MYSTERY JACKPOT
Registration Number:	2420050	TABLELINK
Registration Number:	2722245	ADVENTURES IN TRIVIA
Registration Number:	2933634	LOOKING FOR LOVE
Registration Number:	2933635	EASY AS PIE
Registration Number:	2900326	TREASURES OF THE WORLD
Registration Number:	1466436	HOLD AND DRAW BINGO
Registration Number:	2592822	THINK BIG
Registration Number:	3022278	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3062765	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3066938	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3072294	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3072295	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3073044	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3078347	TREASURE QUEST
Registration Number:	3087950	SURVEY OF AMERICA
Registration Number:	3118892	TREASURE QUEST
Registration Number:	3181625	LATIN STARS
Registration Number:	3078950	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3080991	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3143694	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Serial Number:	73656849	MINI KENO

CORRESPONDENCE DATA

Fax Number: (213)443-2926

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

Phone: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 48th Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	19CN-138980
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/

Date:	08/15/2008
Total Attachments: 7	
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto, this "Trademark Security Agreement") is made this 15th day of August, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PRIVATE EQUITY MANAGEMENT GROUP FINANCIAL CORPORATION, a California corporation, in its capacity as administrative agent for the Lender Group (together with its successors and assigns, if any, in such capacity "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 4, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), Progressive Gaming International Corporation, a Nevada corporation ("Borrower"), each Subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto (such Subsidiaries, together with any additional entities that become guarantors pursuant to the requirements of Section 6.01(b) thereof or otherwise, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders that are, from time to time, parties thereto (each a "Lender" and collectively, the "Lenders"), and Administrative Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof:

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement dated as of August 15, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
 - (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

The foregoing to the contrary notwithstanding, "Trademark Collateral" shall not include the Excluded Assets.

- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral 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.
- trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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

GRANTORS:

PGIC N a Nevad	IV, la corporation
By: Name: Title:	Alussel The Meekin.
MGC, I a Nevad	INC., la corporation
By: Name: Title:	Mussel Me Meelin
	RESSIVE GAMES, INC., vare corporation
By: Name: Title:	Prissel McMeekin
	S OF NEVADA, INC., a corporation
By: Name: Title:	Musse Mc Meelcin President
	G MERGER SUBSIDIARY, LLC, are limited liability company
By: Name: Title:	Arussel McMeekin
PRIME	LINE GAMING TECHNOLOGIES, INC.,
By: Name: Title:	Mussel Mc Meekin President

TRADEMARK SECURITY AGREEMENT (GUARANTORS)

	IN INTERNATIONAL, INC., a corporation
a incraua	Corporation
By:	1 4 1/1 /5
Name:	Russel McMeekin
Title:	President
	N HOLDINGS, INC.,
a Nevada	a corporation
D	110111
By:	Mussel Maneellin
Name: Title:	Vresident
Tiue.	VICE STORM
ENDX, I	INC. (USA),
a Nevada	corporation
-	101.1:
By:	Mussel Mc Meekin
Name:	Tussel memerin
Title:	- VRESIDERS
PGI (MA	ACAO) LIMITED, a Macau limited liability
company	A = A = A = A = A = A = A = A = A = A =
• •	1N 0. H. (////
By:	Harry XX
Name:	Heather Rollo
Title:	Authorized Agent
BOYO YY	OLDINGS, LIMITED, a private limited company
PGIC H	dragater the laws of England appr Wales
organize	district the laws of England and wates
D	What I be Well
By: Name:	Heather Rolls
Title:	Pirector
i ilic.	
PROGR	ESSIVE, GAMING INTERNATIONAL (GROUP)
LTD., a	private limited company organized under the laws of
England	and Walles // ///
Ву:	William V
Name:	V Heather Rolla
Title:	Director
ጀጋሊያዊ	ESSIVE GAMING INTERNATIONAL (UK)
I TD 2:	private limited company organized under the laws of
England	and Wales
- island	XI TOOHL INV
By:	MULLIUM KM
Name:	MHEATHER ROTO
Title:	Director
1100.	

TRADEMARK SECURITY AGREEMENT (GUARANTORS)

ADMINISTRATIVE AGENT:

PRIVATE EQUITY MANAGEMENT GROUP FINANCIAL CORPORATION, a California corporation,

as Administrative Agent

By: Name: Title:

REFER PAUL MENDEL
MANAUNG DIRECTOR + CHIEF COMMING OFFICER

SCHEDULE I

tο

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

United States Registered Trademarks

MINI KENO	United States Registe	United States Registered Trademarks					
MYSTERY JACKPOT 2166729 6721998 672308 MGC TABLELINK 240005 119/201 119/11 MGC ALL ABOARD TM00330781 3/28/2001 3/28/11 MGC ADVENTURES IN TM00330781 3/28/2001 3/28/11 MGC ADVENTURES IN TM00330781 3/28/2001 3/28/11 MGC ADVENTURES IN TM00330781 3/28/2001 3/28/11 MGC LOOKING FOR LOVE 2933634 3/15/2005 3/15/10 MGC EASY AS PIE 2933635 3/15/2005 3/15/10 MGC EASY AS PIE 2933635 3/15/2005 3/15/10 MGC EASY AS PIE 2933635 3/15/2005 3/15/10 MGC HOLD AND DRAW 1466436 11/2/1987 No Fees Games of NV THINK BIG 259282 7/9/2002 7/9/12 MGC MINI KENO 7/3/656,849 11/24/1987 No Fees Games of NV PROGRESSIVE GAMING TM1/24/1987 No Fees Games of NV GAMING TM1/24/1987 No Fees Games of NV GAMING TM1/24/1987 No Fees Games of NV PROGRESSIVE GAMING TM1/24/1987 No Fees Games of NV GAMING TM1/24/1987 No Fees Games of NV GAMING TM1/24/1987 No Fees Games of NV PROGRESSIVE GAMING TM1/24/1987 No Fees Games of NV GAMING TM1/24/1987 TM1/29/100 MGC CORPORATION TM1/24/1987 TM1/29/100 MGC CORPORATION TM1/24/1987 TM1/29/100 MGC CORPORATION TM1/24/1987 TM1/29/100 TM1/29/10 MGC TM1/24/1987 TM1/29/100 MGC CORPORATION TM1/24/1987 TM1/29/100 MGC MGC TM1/24/1987 TM1/29/100 MGC MGC TM1/24/1987 MGC MGC MGC MGC TM1/24/1987 MGC	Title	Registration No.	Filing Date	Renewal Fee Date	Owner		
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Progressive Gaming 3,143,694 9/12/2006 9/12/11 MGC Corporation SURVEY OF AMERICA 3087950 5/2/2006 5/2/11 MGC		0,000,001	7/11/2000	7/11/11	MIGC		
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Corporation 5/2/2006 5/2/11 MGC SURVEY OF AMERICA 3087950 5/2/2006 5/2/11 MGC	International	3,143,694	9/12/2006	9/12/11	MGC		
				5, 12, 11	50		
	SURVEY OF AMERICA	3087950	5/2/2006	5/2/11	MGC		
	Elite	20070553859					

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Foreign Registered Trademarks

TITLE	REGISTRATION NO	COUNTRY	Owner
TABLELINK	1022601	Australia	MGC
TABLELINK	674,035	Canada	MGC
TABLELINK	719157	New Zealand	MGC
CASINOLINK	665,543	Canada	MGC
TABLELINK	2004-15343	Malaysia	MGC
WAGERLINK	T05/19245Z	Malaysia	MGC
WAGERLINK	N/18939	Macau	MGC
Pitboss	768 394	Australia	MGC
Pittrak	743494	Australia	MGC

Foreign Trademark Applications

Title	Word/Design	Serial No.	Filing Date	Country	Owner
TABLELINK	Word	2004/17217	9/30/2004	South Africa	MGC
CASINOLINK	Word	4053906	9/30/2004	Europe	MGC
TREASURE QUEST	Word	1 275 458	12/12/2005	Canada	MGC
PITCAM	Word	100 5712	6/8/2004	Foreign-Australia	MGC
PROGRESSIVE GAMING				•	
INTERNATIONAL CORPORATION	Word	1,237,648	6/8/2004	Federal-Canada	MGC
PROGRESSIVE GAMING					
INTERNATIONAL CORPORATION	Word	1,237,647	6/8/2004	Federal-Canada	MGC
PROGRESSIVE GAMING					
NTERNATIONAL CORPORATION	Word	695847	12/8/2005	Federal-Malaysia	MGC
PROGRESSIVE GAMING		000047	12/0/2000	i cacial-ivialaysia	MOC
NTERNATIONAL CORPORATION	Word	2004/20658-61	11/17/2004	South Africa	MGC
Game Station	word	1301531	5/15/2006	Canada	MGC
Rapid Bet Live	word	1300199	5/3/2006	Canada	MGC
Rapid Bet Live	word	29574	6/30/2006	Bahamas	MGC
Progressive Gaming International					
Corporation	design	288903-2006	8/25/2006	Peru	MGC
PROGRESSIVE GAMING	•				
NTERNATIONAL CORPORATION	design	2.716.107	12/27/2006	Argentina	MGC
	•		, , _ 000	9	

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

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RECORDED: 08/15/2008