

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
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

900113961

**TRADEMARK
 REEL: 003836 FRAME: 0435**

CH \$565.00 2166729

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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. 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. SECURITY FOR OBLIGATIONS. 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. SECURITY AGREEMENT. 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new 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. COUNTERPARTS. 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.

MIKOHN INTERNATIONAL, INC.,
a Nevada corporation

By: *Russel McMeekin*
Name: Russel McMeekin
Title: President

MIKOHN HOLDINGS, INC.,
a Nevada corporation

By: *Russel McMeekin*
Name: Russel McMeekin
Title: President

ENDX, INC. (USA),
a Nevada corporation

By: *Russel McMeekin*
Name: Russel McMeekin
Title: President

PGI (MACAO) LIMITED, a Macau limited liability
company

By: *Heather Kollo*
Name: Heather Kollo
Title: Authorized Agent

PGIC HOLDINGS, LIMITED, a private limited company
organized under the laws of England and Wales

By: *Heather Kollo*
Name: Heather Kollo
Title: Director

**PROGRESSIVE GAMING INTERNATIONAL (GROUP)
LTD.,** a private limited company organized under the laws of
England and Wales

By: *Heather Kollo*
Name: Heather Kollo
Title: Director

**PROGRESSIVE GAMING INTERNATIONAL (UK)
LTD.,** a private limited company organized under the laws of
England and Wales

By: *Heather Kollo*
Name: HEATHER KOLLO
Title: Director

ADMINISTRATIVE AGENT:

**PRIVATE EQUITY MANAGEMENT GROUP
FINANCIAL CORPORATION, a California corporation,
as Administrative Agent**

By: 

Name: ANDREW SHAYNE

Title: PRESIDENT



PETER PAUL MENDEL

MANAGING DIRECTOR + CHIEF COMPLIANCE OFFICER

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TRADEMARK SECURITY
AGREEMENT (GUARANTORS)

TRADEMARK
REEL: 003836 FRAME: 0442

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

United States Registered Trademarks

Title	Registration No.	Filing Date	Renewal Fee Date	Owner
MYSTERY JACKPOT	2166729	6/23/1998	6/23/08	MGC
TABLELINK	2420050	1/9/2001	1/9/11	MGC
ALL ABOARD	TM00330781	3/28/2001	3/28/11	MGC
ADVENTURES IN TRIVIA	2722245	6/3/2003	6/3/13	MGC
LOOKING FOR LOVE	2933634	3/15/2005	3/15/10	MGC
EASY AS PIE	2933635	3/15/2005	3/15/10	MGC
TREASURES OF THE WORLD	2900326	11/2/2004	11/2/09	MGC
HOLD AND DRAW BINGO	1466436	11/24/1987	No Fees	Games of NV
THINK BIG	2592822	7/9/2002	7/9/12	MGC
MINI KENO	73/656,849	11/24/1987	No Fees	Games of NV
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,022,278	11/29/2005	11/29/10	MGC
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,062,765	2/28/2006	2/28/11	MGC
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,066,938	3/7/2006	3/7/11	MGC
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,072,294	3/21/2006	3/21/11	MGC
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,072,295	3/21/2006	3/21/11	MGC
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,073,044	3/28/2006	3/28/11	MGC
Rapid Bet Simulated	E0753062005-5	10/31/2005	10/31/10	MGC
Game Station	E0256832006-7	4/5/2006	4/5/11	MGC
Pay to Play	12085469	10/11/2005	10/11/10	MGC
Treasure Quest	3078347	4/11/2006	4/11/11	MGC
Rapid Bet Live	E0331812006-7	5/1/2006	5/1/11	MGC
Survey of America	3087950	5/2/2006	5/2/11	MGC
Treasure Quest	3118892	7/25/2006	7/25/11	MGC
Mystery Jackpot	E0046262005-6	6/23/1998	No Fees	MGC
Latin Stars	3,181,625	12/5/2006	12/5/11	MGC
Progressive Gaming International Corporation	3,078,950	4/11/2006	4/11/12	MGC
Progressive Gaming International Corporation	3,080,991	4/11/2006	4/11/11	MGC
Progressive Gaming International Corporation	3,143,694	9/12/2006	9/12/11	MGC
SURVEY OF AMERICA	3087950	5/2/2006	5/2/11	MGC
Elite	20070553859	3/14/2004	3/14/09	MGC

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 INTERNATIONAL CORPORATION	Word	695847	12/8/2005	Federal-Malaysia	MGC
PROGRESSIVE GAMING INTERNATIONAL 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 INTERNATIONAL CORPORATION	design	2.716.107	12/27/2006	Argentina	MGC

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.