

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
Bally Technologies, Inc.		09/26/2008	CORPORATION:
Arcada Planet, Inc.		09/26/2008	CORPORATION:
Bally Gaming International, Inc.		09/26/2008	CORPORATION:
Alliance Holding Company		09/26/2008	CORPORATION:
Bally Gaming, Inc.		09/26/2008	CORPORATION:
Sierra Design Group		09/26/2008	CORPORATION:
Casino Electronics, Inc.		09/26/2008	CORPORATION:
Foreign Gaming Ventures, Inc.		09/26/2008	CORPORATION:
United Gaming Rainbow		09/26/2008	CORPORATION:
CMS, LLC		09/26/2008	LIMITED LIABILITY COMPANY:
Arcade Prizes, LLC		09/26/2008	LIMITED LIABILITY COMPANY:
Bally Gaming LP, LLC		09/26/2008	LIMITED LIABILITY COMPANY:
Bally Gaming GP, LLC		09/28/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	555 South Flower Street, 17th Floor
Internal Address:	CA-9-706-17-54
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Bank Association:

PROPERTY NUMBERS Total: 199

Property Type	Number	Word Mark

900119654

**TRADEMARK
 REEL: 003880 FRAME: 0001**

OP \$4990.00 3343257

Registration Number:	3343257	EARLY RETIREMENT
Registration Number:	3343255	CASH ADVENTURE
Registration Number:	3337374	ULTIMATE PARTY SPIN
Registration Number:	3350281	TOURNAMENT PROGRESSIVES
Registration Number:	3386726	ALPHA ELITE
Registration Number:	3386658	LUCKY LAMP
Registration Number:	3299810	GOLDEN MONKEY
Registration Number:	3299783	SAND DOLLARS
Registration Number:	3295276	ALASKAN SUN
Registration Number:	3395941	LUCKY LUIGI'S PIZZERIA
Registration Number:	3090347	DIAMOND LINE FRENZY
Registration Number:	3082573	CARIBBEAN NIGHTS
Registration Number:	3079778	BOXCAR BONUS
Registration Number:	3303677	ACE ON THE DEAL
Registration Number:	3230640	IVIEW
Registration Number:	3010802	PICK 'EM POKER
Registration Number:	2968328	LOTSA MONEY
Registration Number:	2973043	BONUS SEVENS
Registration Number:	2968278	BONUS 7S
Registration Number:	2968126	FABULOUS SEVENS
Registration Number:	2694159	BONUS FRENZY
Registration Number:	2694160	MONEY BARS
Registration Number:	2631027	QUICK DRAW TICKETS
Registration Number:	2581920	MAD MULTIPLIER
Registration Number:	2581921	PLINGO
Registration Number:	2581817	STAY N' PLAY
Registration Number:	2898515	ACSC ADVANCED CASINO SYSTEMS CORPORATION
Registration Number:	2732708	GAMENET
Registration Number:	2544105	SMS
Registration Number:	2544106	CMS
Registration Number:	2565584	SWINGTIME
Registration Number:	2263723	THRILLIONS
Registration Number:	2154642	BLACK & WHITE
Registration Number:	2108954	24 KARAT
Registration Number:	2162384	TRIPLE GOLD

Registration Number:	1894972	BLAZING 777
Registration Number:	1837959	DOUBLE DELUXE
Registration Number:	1645049	GRAND SLAM
Registration Number:	1627332	BLACK GOLD BLACK
Registration Number:	1616299	TEN GRAND
Registration Number:	1595582	RAPID-5-WAY
Registration Number:	1629270	BLACK GOLD
Registration Number:	1513725	2ND CHANCE
Registration Number:	1494047	SYSTEM 5000
Serial Number:	77127503	PIRATE'S GOLD
Serial Number:	77079234	HOT SHOT MILLIONS
Serial Number:	77079226	CARIBBEAN TREASURE
Serial Number:	77079182	FORTUNE 8'S
Serial Number:	78943432	MONSTER LUCK
Serial Number:	78670362	BLAZING 7S GRAND
Serial Number:	78434399	OUTBACK GOLD
Serial Number:	78137021	MONTE CARLO
Serial Number:	76034333	MILLIONAIRE 7'S
Serial Number:	76034334	MILLIONAIRE SEVENS
Serial Number:	77563449	SCATTER POWER
Serial Number:	77562822	BLAZING STARS
Serial Number:	77531991	JACKPOT REVOLUTION
Serial Number:	77514023	CASH BURST TRIPLE MATCH
Serial Number:	77509372	REEL MANIA
Serial Number:	77509154	SAFARI SPINS
Serial Number:	77509399	MEGA WINNER
Serial Number:	77509380	LIGHTNING WINS
Serial Number:	77509381	LIGHTNING SPINS
Serial Number:	77509354	MAYAN MOON
Serial Number:	77509319	WILD STYLE
Serial Number:	77509342	WILD 'N FREE
Serial Number:	77509171	MONTEZUMA
Serial Number:	77508886	GOLDEN TREASURE
Serial Number:	77509386	EASY REELS
Serial Number:	77509126	TREASURE SAFARI

Serial Number:	77508154	FORTUNE RIVER
Serial Number:	77506507	DOUBLOON LAGOON
Serial Number:	77506965	GAMEMAKER
Serial Number:	77506524	COOPERATITION
Serial Number:	77507036	DUALVISION
Serial Number:	77506654	POWER MAX
Serial Number:	77506499	MERMAID'S TREASURE
Serial Number:	77506645	MAX POWER
Serial Number:	77506490	PIRATE BEACH
Serial Number:	77491113	GIANT JACKPOT
Serial Number:	77490964	RUNAWAY JACKPOTS
Serial Number:	77490946	JACKPOTS GALORE
Serial Number:	77490919	ISLAND TREASURES
Serial Number:	77490604	GOLDEN 8'S
Serial Number:	77491104	TEXAS WIN
Serial Number:	77490852	ISLAND GODS
Serial Number:	77490957	RUNAWAY REELS
Serial Number:	77490560	REEL MONEY
Serial Number:	77491166	BIG BARREL
Serial Number:	77490731	BANK OF THE NILE
Serial Number:	77490935	ISLAND RICHES
Serial Number:	77486744	POWER PROGRESSIVES DOUBLE DYNAMITE
Serial Number:	77486725	WILD WINNERS
Serial Number:	77485587	THE NETWORKED FLOOR OF THE FUTURE
Serial Number:	77484374	PACIFIC TREASURES
Serial Number:	77484112	GOLD BEARD'S TREASURE
Serial Number:	77484411	MAGIC MONKEY
Serial Number:	77484317	3 TIMES WILD
Serial Number:	77484254	POWER PROGRESSIVES
Serial Number:	77484361	AMERICAN TREASURES
Serial Number:	77484325	5 AND 10 TIMES WILD
Serial Number:	77484368	FREEDOM PAYS
Serial Number:	77484457	WHITE LIGHTNING
Serial Number:	77443210	LION'S WEALTH
Serial Number:	77443198	SHAMROCK JACKPOTS

Serial Number:	77443227	GOLDEN AMAZON
Serial Number:	77443271	MONKEY'S FORTUNE
Serial Number:	77441973	PUZZLE POKER
Serial Number:	77441652	WILD TURKEYS
Serial Number:	77441438	WILD HIPPOS
Serial Number:	77442000	FORTUNE FROG
Serial Number:	77441545	WILD HYENAS
Serial Number:	77442197	PALACE OF POSEIDON
Serial Number:	77442215	GOLDEN PAGODA
Serial Number:	77442201	ISLAND WINS
Serial Number:	77442101	TREASURES OF VENUS
Serial Number:	77442015	LUCKY DRAGON QUEST
Serial Number:	77442142	ASIAN TREASURES
Serial Number:	77442115	IMPERIAL TREASURES
Serial Number:	77442110	ARCTIC TREASURES
Serial Number:	77442176	GOLDEN FLEECE
Serial Number:	77442169	PERSIAN EMPIRE
Serial Number:	77440650	LAND OF LIBERTY
Serial Number:	77440662	EAGLE'S HERITAGE
Serial Number:	77438386	WILD CATS
Serial Number:	77438408	WILD ELEPHANTS
Serial Number:	77438393	WILD BUFFALOS
Serial Number:	77438385	WILD MUSTANGS
Serial Number:	77404415	IVIEW DCM
Serial Number:	77404420	IVIEW DISPLAY MANAGER
Serial Number:	77404418	IVIEW CPU
Serial Number:	77404398	IVIEW CONTENT MANAGER
Serial Number:	77404412	IVIEW CM
Serial Number:	77391679	ROULETTO
Serial Number:	77391486	AMBER RAYS
Serial Number:	77391438	SILVER RAIN
Serial Number:	77391534	GOLDEN BELLS
Serial Number:	77391456	GOLD STORM
Serial Number:	77391697	TRIPLE TROUBLE MAKER
Serial Number:	77391738	WILD RED

Serial Number:	77391551	WILD BLUE
Serial Number:	77391501	WHITE FIRE
Serial Number:	77391423	STARLIGHT FIRE
Serial Number:	77391647	TRIPLE TROUBLE POKER
Serial Number:	77377822	CLASSIC WINNERS
Serial Number:	77350673	MYTHIC LAMP
Serial Number:	77349605	GLACIER WILD
Serial Number:	77349563	ARABIAN TREASURES
Serial Number:	77349609	FOREST WILD
Serial Number:	77349601	RIVER WILD
Registration Number:	2643840	MINDPLAY
Registration Number:	2598334	VISIONCORE
Registration Number:	1944254	ALLIANCE GAMING
Registration Number:	3086785	FLORIDA DICE
Registration Number:	2916988	BOILING OVER
Registration Number:	2915672	ALPHA GAME PLATFORM
Registration Number:	2897908	FLIPPING CHIPS
Registration Number:	2914186	SIERRA DESIGN GROUP
Registration Number:	2890858	SDG
Registration Number:	2859579	3-6-9 SCRATCH KENO
Registration Number:	2897816	COMEDY
Registration Number:	2897815	ROMANCE
Registration Number:	2799514	7-7-7 JACKPOT
Registration Number:	2781692	STARS & STRIPES
Registration Number:	2843928	COPPERS AND ROBBERS
Registration Number:	2919779	SCIFI
Registration Number:	2896355	GRIDIRON
Registration Number:	2820256	PRIZE SAVER
Registration Number:	2839003	PRIZE SAVER
Registration Number:	2935674	DIAMONDS
Registration Number:	2935673	DIAMONDS
Registration Number:	2722805	G.A.M.E.S.
Registration Number:	2778991	PRIZENET
Registration Number:	2673195	GOLD EXCHANGE
Registration Number:	2610696	PENNY JAR

Registration Number:	3024940	DIAMONDS
Registration Number:	2935672	DIAMONDS
Registration Number:	2888168	CASINO MERCHANDISING TECHNOLOGY
Registration Number:	2743951	CMT
Registration Number:	2555781	SDG
Registration Number:	2555751	IT'S ALL ABOUT THE GAMES
Registration Number:	2640748	DR. JEWELS ALLBRIGHT
Registration Number:	2689179	HEAVEN CENT
Registration Number:	2681707	RAINING DIAMONDS
Registration Number:	2536060	JACKPOT CELEBRATION
Registration Number:	2592719	GOOD CENTS
Registration Number:	2563290	BLAST
Registration Number:	2557291	BONUS WISHES
Registration Number:	2664091	4 ALARM BONUS
Registration Number:	2717801	POCKET CHANGE
Registration Number:	2592718	MATCH CARD DRAW POKER
Registration Number:	2592720	COPPER DROPPER
Registration Number:	2643132	ACTION KENO
Registration Number:	2809421	TOURNAMENT CHALLENGE
Registration Number:	2643290	ARCADE PLANET
Registration Number:	2678465	ARCADE PLANET
Registration Number:	2133480	SUPER SOLITAIRE
Serial Number:	76057264	DOT.COM
Serial Number:	77349595	JUNGLE TREASURES

CORRESPONDENCE DATA

Fax Number: (312)706-8248

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

Phone: 3127018623

Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com

Correspondent Name: Richard M. Assmus

Address Line 1: P. O. Box 2828

Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	031777401 RMA
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/rma/

TRADEMARK

REEL: 003880 FRAME: 0007

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") dated as of September 26, 2008, is made by Bally Technologies, Inc., a Nevada corporation ("Borrower") and each of its subsidiaries listed on the signature pages hereto (each a "Subsidiary Grantor", together with Borrower and each other Person who may become a party hereto pursuant to Section 9 of this Assignment, the "Grantors"), in favor of Bank of America, N.A., as Administrative Agent under the Credit Agreement referred to below, the Lenders therein named and in favor of each of the Lenders which may hereafter become a party thereto, collectively as "Secured Party," with reference to the following facts:

RECITALS

A. Borrower has entered into a Credit Agreement dated as of September 26, 2008 among Borrower, the Lenders referred to therein, and Bank of America, N.A., as Administrative Agent (as it may from time to time be amended, restated, extended, renewed, modified or supplemented, the "Credit Agreement"). This Assignment is the Trademark Assignment referred to in the Credit Agreement and is one of the "Loan Documents" referred to in the Credit Agreement.

B. The Subsidiary Grantors have guaranteed the obligations of Borrower pursuant to the Credit Agreement.

C. Pursuant to the Credit Agreement the Lenders are making certain credit facilities available to Borrower.

D. As a condition of the availability of such credit facilities, Grantors are required to enter into this Assignment to grant security interests to Secured Party as herein provided.

E. Grantors expect to realize direct and indirect benefits from the execution of this Assignment.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Borrower, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

1. Definitions. Terms defined in the Credit Agreement and not otherwise defined in this Assignment shall have the meanings defined for those terms in the Credit Agreement. As used in this Assignment, the following terms shall have the meanings set forth below:

"Assignment" means this Trademark Assignment, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, including, without limitation, any documents or agreements by which additional Grantors become party hereto.

“Collateral” means and includes all of the following: (a) all of Grantors’ now-existing, or hereafter acquired, right, title, and interest in and to all of Grantors’ trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office (“USPTO”) or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those trademarks, terms, designs, and applications described in Schedule 1 hereto (the “Trademarks”); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all licenses and sublicenses of trademarks, trade names, trade styles and service marks, to the extent that there exists no prohibition as a matter of law or pursuant to such agreements governing such license or sublicense on the transfer thereof for security as contemplated by this Assignment; and (d) any and all proceeds of any of the foregoing, including any claims by Grantors against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto.

“Grantors” means those Persons mentioned in the preamble to this Assignment and those entities that become parties hereto as provided in Section 6.12 of the Credit Agreement or Section 9 hereof, and each of them, and any one or more of them, jointly and severally.

“Secured Obligations” means (a) in the case of Borrower, any and all present and future Obligations of any type or nature of Borrower arising under or relating to the Credit Agreement, the Secured Cash Management Agreements, the Secured Hedge Agreements and the Loan Documents or any one or more of them and (b) in the case of the Subsidiary Grantors, all present and future Obligations of any type or nature of the Subsidiary Grantors, or any one or more of them, arising under or relating to the Guaranty, including, without limitation, Obligations at any time and from time to time owing to any one or more Cash Management Banks or Hedge Banks arising under Secured Cash Management Agreements or Secured Hedge Agreements, respectively.

“Secured Party” means the Administrative Agent who shall receive and hold the assignments made hereunder for the ratable benefit of each of the Lenders which are parties to the Credit Agreement from time to time, together with each of the Hedge Banks and each of the Cash Management Banks. Subject to the terms and conditions of the Credit Agreement, any right, remedy, privilege, or power of Secured Party shall be exercised by the Administrative Agent, acting with the consent of those Lenders required by the Credit Agreement.

2. Assignment. For valuable consideration, Grantors and each of them hereby jointly and severally grant and assign to Secured Party a security interest, to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, in and to all of the presently existing and hereafter acquired Collateral. This Assignment is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them and

notwithstanding the bankruptcy of any Grantor or any other event or proceeding affecting any Grantor.

3. Representations, Warranties and Covenants. Grantors, and each of them, represent, warrant and agree that:

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Grantors own the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Grantors will, at their expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting, and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any Liens, claims, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as permitted by the Credit Agreement.

(b) As of the date hereof, none of Grantors or their Subsidiaries has any Trademarks registered, or subject to pending applications, in the USPTO, or any similar office or agency in the United States, or any other country that are material to the conduct of the business of Grantors and their Subsidiaries, taken as a whole, other than those described in Schedule 1.

(c) Within 30 days of the filing of an application for the registration of a trademark with the USPTO or any similar office or agency in the United States, any State therein, or any other country, the applicable Grantor or Subsidiary of such Grantor shall inform Secured Party of the filing of any such application promptly thereafter. Upon request of Secured Party, Grantors shall execute and deliver to Secured Party any and all agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the assignment of a security interest to Secured Party of such trademark. Each Grantor authorizes Secured Party to modify this Assignment by amending Schedule 1 to include any new trademark or service mark, and any trademark or service mark renewal of any Grantor applied for and obtained hereafter.

(d) No Grantor nor any Subsidiary of any Grantor has abandoned any of the Trademarks, and no Grantor nor any Subsidiary of any Grantor will do any act, or omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable, where such abandonment, cancellation, invalidation, unenforceability, avoidance or avoidability may constitute a Material Adverse Effect. Each Grantor shall notify Secured Party promptly if it knows, or has reason to know, of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, or unenforceable, and if as a result thereof, a Material Adverse Effect may result.

(e) Grantors will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to protect Secured Party's security interest in the Trademarks.

(f) Grantors assume all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds the Administrative Agent and each of the Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any Affiliate or Subsidiary thereof.

(g) Grantors shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO or any other foreign or domestic Governmental Agency, court or body, regarding any Grantor's ownership of any of the Trademarks. In the event of any material infringement of any of the Trademarks by a third party, Grantors shall promptly notify Secured Party of such infringement and sue for and diligently pursue damages for such infringement unless it is in the best interest of the Grantors not to pursue such proceeding. In the event that Grantors elect not to pursue any rights that might apply to the applicable Grantor in connection with the infringement, Grantors will notify Secured Party of such election.

(h) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Assignment under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other Law of the United States, the State of New York, or of any countries or other States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to Secured Party its security interest in any of the Collateral, and each Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Each Grantor further authorizes Secured Party to have this or any other similar security agreement recorded or filed with the USPTO or other appropriate federal, state or government office.

(i) Following Secured Party's request thereof and the applicable Grantor's failure to perform, Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of any or all Grantors, such financing statements and other documents and agreements, and to take such other action as Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable Law, and Secured Party is hereby authorized to

file on behalf of and in the name of any or all Grantors, at Grantors' sole expense, such financing statements, documents and agreements in any appropriate governmental office.

(j) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantors fail to pay or do as required hereunder to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees. Grantors will be liable to Secured Party for any such payment, which payment shall be deemed an advance by the Lenders to Grantors, shall be payable on demand, together with interest at the per annum rate then applicable to Base Rate Advances under the Credit Agreement, or the Default Rate, if applicable, and shall be part of the Secured Obligations.

4. Events of Default. Any "Event of Default" as defined in the Credit Agreement shall constitute an Event of Default hereunder.

5. Rights and Remedies. Upon the occurrence and during the continuance of any such Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Credit Agreement or otherwise, Secured Party may enforce its security interest hereunder which may be exercised without notice to, or consent by, any Grantor, except as such notice or consent is expressly provided for hereunder. Upon such enforcement:

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors or any Subsidiary of any Grantor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral, or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantors with five (5) days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Borrower, on behalf of all Grantors. Each Grantor hereby irrevocably appoints Borrower as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to Borrower. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 5(c). Secured Party shall have the power to buy the Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured

Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 5(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantors agree to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may first apply the proceeds actually received from any such use, license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Credit Agreement. Grantors shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Credit Agreement.

(f) Upon request of Secured Party, Grantors shall supply to Secured Party, or Secured Party's designee, Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under Law, the Credit Agreement, this Assignment, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Waivers.

(a) Each Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default and during the continuance thereof to take immediate possession of the Collateral and exercise its rights with respect thereto.

(b) Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Assignment and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Each Grantor hereby agrees that it will not invoke any Law relating to the marshaling of collateral which might

cause delay in or impede the enforcement of Secured Party's rights under this Assignment or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and each Grantor hereby irrevocably waives the benefits of all such Laws.

(c) Except for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Credit Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Credit Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

7. Costs and Expenses.

(a) Grantors will pay any and all charges, costs and taxes incurred in implementing or subsequently amending this Assignment, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of Secured Party's counsel incurred by Secured Party, and the allocated cost of in-house counsel to Secured Party, in connection with this Assignment, and in the enforcement of this Assignment and in the enforcement or foreclosure of any Liens, security interests or other rights of the Secured Party under this Assignment, or under any other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby.

(b) Grantors agree to reimburse Secured Party for and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, and the allocated cost of in-house counsel to the Secured Party, except losses, expenses and liabilities arising out of Secured Party's own gross negligence or willful misconduct.

8. Continuing Effect. This Assignment shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets.

9. Joinder. Any other Person may become a Grantor hereunder and become bound by the terms and conditions of this Assignment by executing and delivering to Administrative Agent an Instrument of Joinder substantially in the form attached hereto as Exhibit A, accompanied by such documentation as Administrative Agent may require to establish the due organization, valid existence and good standing of such Person, its qualification to engage in business in each material jurisdiction in which it is required to be so qualified, its authority to execute, deliver and perform this Assignment, and the identity, authority and capacity of each Responsible Officer thereof authorized to act on its behalf.

10. Release of Grantors. This Assignment and all Secured Obligations of Grantors hereunder shall be released when all Secured Obligations (other than contingent indemnification obligations) have been paid in full in cash or otherwise performed in full and when no portion of both the Revolving Credit Commitment and the Term Facility remains outstanding. Upon such release of Grantors' Secured Obligations hereunder, Secured Party shall return any Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Assignment, all as reasonably requested by, and at the sole expense of, Grantors.

11. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Administrative Agent under the Credit Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (including, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

12. WAIVER OF JURY TRIAL. EACH GRANTOR AND SECURED PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS ASSIGNMENT, ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS ASSIGNMENT, ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH GRANTOR AND SECURED PARTY HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT EACH GRANTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

13. CONSENT TO JURISDICTION; CHOICE OF FORUM.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. EACH GRANTOR HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH GRANTOR, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH GRANTOR. EACH GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH GRANTOR AT ITS ADDRESS SET FORTH OPPOSITE ITS SIGNATURE BELOW, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT THAT SERVICE OF PROCESS WAS IN ANY WAY INVALID OR INEFFECTIVE. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT, ANY LENDER OR THE HOLDER OF ANY NOTE TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY GRANTOR IN ANY OTHER JURISDICTION.

(b) EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (A) ABOVE AND HEREBY FURTHER IRREVOCABLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

14. Miscellaneous.

(a) Grantors and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) Any notice, request, demand or other communication required or permitted under this Assignment shall be in writing and shall be deemed to be properly given if done in accordance with Section 10.02 of the Credit Agreement.

(c) Except as otherwise set forth in the Credit Agreement, the provisions of this Assignment may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Grantors.

(d) Except as otherwise set forth in the Credit Agreement or this Assignment, any waiver of the terms and conditions of this Assignment, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Assignment to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.

(e) Any failure or delay by Secured Party to require strict performance by Grantors of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantors, specifying such waiver.

(f) If any term or provision of this Assignment conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

(g) If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment.

(h) This Assignment supersedes all prior oral and written assignments and agreements between the parties hereto on the subject matter hereof.

(i) This Assignment shall be binding upon, and for the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

(j) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

"Grantors"

BALLY TECHNOLOGIES, INC.,
a Nevada corporation

By: Robert C. Caller
Name: Robert Caller
Title: Executive Vice President,
Chief Financial Officer and Treasurer

ARCADE PLANET, INC.,
a California corporation

BALLY GAMING INTERNATIONAL, INC.,
a Delaware corporation

ALLIANCE HOLDING COMPANY,
a Nevada corporation

BALLY GAMING, INC.,
a Nevada corporation

SIERRA DESIGN GROUP,
a Nevada corporation

CASINO ELECTRONICS, INC.,
a Nevada corporation

FOREIGN GAMING VENTURES, INC.,
a Nevada corporation

UNITED GAMING RAINBOW,
a Nevada corporation

By: Robert C. Caller
Name: Robert Caller
Title: Treasurer

Trademark Assignment

40200620 03177401

TRADEMARK
REEL: 003880 FRAME: 0020

CMS, LLC,
a Mississippi limited liability company

By: BALLY GAMING, INC , the Sole
Member of CMS, LLC

ARCADE PRIZES, LLC,
a Nevada limited liability company

By: ARCADE PLANET, INC., the Sole
Member of ARCADE PRIZES, LLC

BALLY GAMING GP, LLC,
a Nevada limited liability company

By: BALLY GAMING, INC., the Sole
Member of BALLY GAMING GP, LLC

BALLY GAMING LP, LLC,
a Nevada limited liability company

By: BALLY GAMING, INC., the Sole
Member of BALLY GAMING LP, LLC

By: Robert C. Calla
Name: Robert Calla
Title: Treasurer

Address for Grantors:
c/o Bally Technologies, Inc.
6601 South Bermuda Road
Las Vegas, Nevada 89119

Trademark Assignment

40200620 03177401

TRADEMARK
REEL: 003880 FRAME: 0021

**ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:**

"Secured Party"

**BANK OF AMERICA, N.A.,
as Administrative Agent, and for
and on behalf of the Lenders**

By: Maurice E. Washington
Name: Maurice E. Washington
Title: Vice President

40300630 03177401

Trademark Assignment

**TRADEMARK
REEL: 003880 FRAME: 0022**

EXHIBIT A
TO
TRADEMARK ASSIGNMENT
INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of _____, _____, by _____, a _____ ("Joining Party"), and delivered to Bank of America, N.A., as Administrative Agent, pursuant to the Trademark Assignment dated as of September 26, 2008, by Bally Technologies, Inc., a Nevada corporation and Bally Gaming International, Inc., a Delaware corporation, in favor of the Administrative Agent and the Lenders (the "Assignment"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Assignment.

RECITALS

(A) The Assignment was made by the Grantors in favor of the Administrative Agent for the benefit of the Lenders that are parties to that certain Credit Agreement dated as of September 26, 2008 by and among Bally Technologies, Inc., a Nevada corporation ("Borrower"), the Lenders therein named and Bank of America, N.A., as the Administrative Agent for the Lenders.

(B) Joining Party has become a Subsidiary (other than Rainbow Casino – Vicksburg Partnership, L.P., unless it shall become wholly-owned by the Borrower), and as such is required pursuant to Section 6.12 of the Credit Agreement to become a Grantor.

(C) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Credit Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 9 of the Assignment. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Assignment with respect to the Secured Obligations, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Assignment.

(2) The effective date of this Joinder is _____, _____.

“Joining Party”

a _____

By: _____
Title: _____

ACKNOWLEDGED:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Title: _____

TRADEMARKS

Trademark	App. No.	Reg. No	Status	Registration Date	Post Registration Owner	Registrant
EARLY RETIREMENT	77126788	3343257	REGISTERED	27-NOV-2007		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
PIRATE'S GOLD	77127503		PENDING			BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION
CASH ADVENTURE	77126717	3343255	REGISTERED	27-NOV-2007		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
HOT SHOT MILLIONS	77079234		PUBLISHED (PENDING)) Intent to Use			BALLY GAMING INTERNATIONAL, INC.

CARIBBEAN TREASURE	77079226		PUBLISHED (PENDING)) Intent to Use			BALLY GAMING INTERNATIONAL, INC.
FORTUNE 8'S	77079182		PUBLISHED (PENDING))			BALLY GAMING INTERNATIONAL, INC.
REEL CONTROL	77042926		PUBLISHED (PENDING)) Intent to Use			BALLY GAMING INTERNATIONAL, INC.
GROOVY MACHINE	78958033		PUBLISHED (PENDING)) Intent to Use			BALLY GAMING INTERNATIONAL, INC.
MONSTER LUCK	78943432		PENDING Intent to Use			BALLY GAMING INTERNATIONAL, INC.
ULTIMATE PARTY SPIN	78930848	3337374	REGISTERED	13-NOV-2007		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

<small>TOURNAMENT PROGRESSIVES</small> PROGRESSIV ES	78906397	3350281	REGISTER ED	04-DEC-2007	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
ALPHA ELITE	78860474	3386726	REGISTER ED	19-FEB-2008	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
LUCKY LAMP	78824680	3386658	REGISTER ED	19-FEB-2008	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
GOLDEN MONKEY	78819915	3299810	REGISTER ED	25-SEP-2007	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

SAND DOLLARS	78811062	3299783	REGISTERED	25-SEP-2007		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
ALASKAN SUN	78744025	3295276	REGISTERED	18-SEP-2007		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
Blazing 7s Grand	78670362		PUBLISHED (PENDING)) Intent to Use			BALLY GAMING INTERNATIONAL, INC.
LUCKY LUGI'S PIZZERIA PIZZERIA	78653546	3395941	REGISTERED	11-MAR-2008		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119


DIAMOND LINE FRENZY FRENZY	78643627	3090347	REGISTERED	09-MAY-2006	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
CARIBBEAN NIGHTS J	78619886	3082573	REGISTERED	18-APR-2006	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
BOXCAR BONUS	78619446	3079778	REGISTERED	11-APR-2006	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
ACE ON THE DEAL E	78616429	3303677	REGISTERED	02-OCT-2007	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

iView	78463201	3230640	REGISTERED	17-APR-2007		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
OUTBACK GOLD	78434399		PUBLISHED (PENDING) Intent to Use			BALLY GAMING INTERNATIONAL, INC.
PICK 'EM POKER	78390100	3010802	REGISTERED Section 2(F)	01-NOV-2005		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
LOTS A MONEY	78233089	2968328	REGISTERED	12-JUL-2005		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

BONUS SEVENS	78218881	2973043	REGISTERED	19-JUL-2005		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
BONUS 7S	78215197	2968278	REGISTERED	12-JUL-2005		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
FABULOUS SEVENS	78166212	2968126	REGISTERED	12-JUL-2005		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
MONTE CARLO	78137021		PENDING Intent to Use			BALLY GAMING INTERNATIONAL, INC.


BONUS FRENZY	78086189	2694159	REGISTER ED	04-MAR-2003		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
MONEY BARS	78086193	2694160	REGISTER ED	04-MAR-2003		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
QUICK DRAW TICKETS	76280893	2631027	REGISTER ED	08-OCT-2002	BALLY GAMING INTERNA TIONAL, INC. NEVADA CORPORA TION 6601 S. BERMUD A RD. LAS VEGAS, NEVADA 89119	DATA CONCEPTS INTERNATIONAL, INC. NEVADA CORPORATION P.O. BOX 20502 RENO, NEVADA 895150502


MAD MULTIPLIER	76280894	2581920	REGISTER ED	18-JUN-2002	BALLY GAMING INTERNA TIONAL, INC. NEVADA CORPORA TION 6601 S. BERMUD A RD. LAS VEGAS, NEVADA 89119	DATA CONCEPTS INTERNATIONAL, INC. NEVADA CORPORATION P.O. BOX 20502 RENO, NEVADA 895150502
PLINGO	76280895	2581921	REGISTER ED	18-JUN-2002	BALLY GAMING INTERNA TIONAL, INC. NEVADA CORPORA TION 6601 S. BERMUD A RD. LAS VEGAS, NEVADA 89119	DATA CONCEPTS INTERNATIONAL, INC. NEVADA CORPORATION P.O. BOX 20502 RENO, NEVADA 895150502

STAY N' PLAY	76262635	2581817	REGISTER ED	18-JUN-2002	BALLY GAMING INTERNA TIONAL, INC. NEVADA CORPORA TION 6601 S. BERMUD A RD. LAS VEGAS, NEVADA 89119	DATA CONCEPTS INTERNATIONAL, INC. NEVADA CORPORATION P. O. BOX 20502 RENO, NEVADA 895150502
SUNSET BEACH	78060921		PENDING Intent to Use Petition to Revive filed			BALLY GAMING INTERNATIONAL, INC.
 CASINO SYSTEMS CORPORATI ON	76216639	2898515	REGISTER ED	02-NOV-2004	BALLY GAMING INTERNA TIONAL, INC. DELAWA RE CORPORA TION 6601 S. BERMUD A RD. LAS VEGAS, NEVADA 89119	ADVANCED CASINO SYSTEMS CORPORATION DELAWARE CORPORATION 200 DECADON DRIVE, SUITE 100 EGG HARBOR TOWNSHIP, NEW JERSEY 08234

GAMENET	76131614	2732708	REGISTERED	01-JUL-2003		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
MILLIONAIRE 7'S REGISTERED 7'S	76034333		PUBLISHED (PENDING) Intent to Use			BALLY GAMING INTERNATIONAL, INC.
MILLIONAIRE SEVENS	76034334		PUBLISHED (PENDING) Intent to Use			BALLY GAMING INTERNATIONAL, INC.
SMS	76027259	2544105	REGISTERED	05-MAR-2002	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 S. BERMUDA RD. LAS VEGAS, NEVADA 89119	ADVANCED CASINO SYSTEMS CORPORATION DELAWARE CORPORATION 200 DECADON DRIVE, SUITE 100 EGG HARBOR TOWNSHIP, NEW JERSEY 08234


CMS	76027260	2544106	REGISTERED	05-MAR-2002	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 S. BERMUDA RD. LAS VEGAS, NEVADA 89119	ADVANCED CASINO SYSTEMS CORPORATION DELAWARE CORPORATION 200 DECADON DRIVE, SUITE 100 EGG HARBOR TOWNSHIP, NEW JERSEY 08234
SWINGTIME	75605120	2565584	REGISTERED	30-APR-2002		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
THRILLIONS	75406487	2263723	REGISTERED	20-JUL-1999		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 891193605

BLACK & WHITE	75183239	2154642	REGISTERED	05-MAY-1998		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 891193605
24 KARAT	75183238	2108954	RENEWED (REGISTERED)	28-OCT-1997		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 891193605
TRIPLE GOLD	74729626	2162384	REGISTERED	02-JUN-1998		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 891193605
 '7	74523332	1894972	RENEWED (REGISTERED)	23-MAY-1995		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

DOUBLE DELUXE	74222863	1837959	REGISTER ED	31-MAY-1994		BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 S. BERMUDA ROAD LAS VEGAS, NEVADA 89119
GRAND SLAM	74064612	1645049	RENEWE D (REGISTE RED)	21-MAY-1991	BALLY GAMING INTERNA TIONAL, INC. DELAWA RE CORPORA TION 6601 SOUTH BERMUD A RD. LAS VEGAS, NEVADA 89119	BALLY MANUFACTURING CORPORATION DELAWARE CORPORATION 8700 WEST BRYN MAWR CHICAGO, ILLINOIS 60631
	74022285	1627332	RENEWE D (REGISTE RED)	11-DEC-1990	BALLY GAMING INTERNA TIONAL, INC DELAWA RE CORPORA TION 6601 SOUTH BERMUD A ROAD LAS VEGAS, NEVADA 89119	BALLY MANUFACTURING CORPORATION DELAWARE CORPORATION 8700 WEST BRYN MAWR CHICAGO, ILLINOIS 60631

TEN GRAND	73831463	1616299	RENEWED (REGISTERED) Supplemental Register	02-OCT-1990	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA RD. LAS VEGAS, CALIFORNIA 89119	BALLY MANUFACTURING CORPORATION DELAWARE CORPORATION 8700 WEST BRYN MAWR CHICAGO, ILLINOIS 60631
RAPID-5-WAY	73831260	1595582	RENEWED (REGISTERED)	08-MAY-1990	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119	BALLY MANUFACTURING CORPORATION DELAWARE CORPORATION 8700 WEST BRYN MAWR CHICAGO, ILLINOIS 60631

BLACK GOLD	73831263	1629270	RENEWED (REGISTERED)	25-DEC-1990	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA RD. LAS VEGAS, NEVADA 89119	BALLY MANUFACTURING CORPORATION DELAWARE CORPORATION 8700 WEST BRYN MAWR CHICAGO, ILLINOIS 60631
2ND CHANCE	73719099	1513725	REGISTERED	22-NOV-1988	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119	WOOD, MICHAEL W. UNITED STATES OF AMERICA INDIVIDUAL 1106 WILLOWBROOK AVE. DENHAM SPRINGS, LOUISIANA 70726

SYSTEM 5000	73691471	1494047	REGISTERED	28-JUN-1988	BALLY GAMING INTERNATIONAL, INC. DELAWARE CORPORATION 6601 SOUTH BERMUDA RD. LAS VEGAS, NEVADA 89119	BALLY MANUFACTURING CORPORATION DELAWARE CORPORATION 8700 WEST BRYN MAWR AVENUE CHICAGO, ILLINOIS 60631
			RENEWED NV	21-NOV-1995		BALLY GAMING INTERNATIONAL, INC.
ALL AMERICAN STARS AND BARS			REGISTERED NV	16-OCT-1990		BALLY GAMING INTERNATIONAL, INC.

<u>Trademark</u>	<u>Application Number</u>	<u>Status</u>	<u>Application Date</u>	<u>Applicant</u>
SCATTER POWER	77563449	PENDING Intent to Use	05-SEP-2008	BALLY GAMING, INC. DBA BALLY TECHNOLOGIES NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

BLAZING STARS	77562822	PENDING Intent to Use	04-SEP-2008	BALLY GAMING, INC. DBA BALLY TECHNOLOGIES NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
JACKPOT REVOLUTION	77531991	PENDING Intent to Use	25-JUL-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
CASH BURST TRIPLE MATCH	77514023	PENDING Intent to Use	02-JUL-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
REEL MANIA	77509372	PUBLISHED (PENDING) Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
RUNNING WILD	77509187	PENDING Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
SAFARI SPINS	77509154	PUBLISHED (PENDING) Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

MEGA WINNER	77509399	PENDING Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
LIGHTNING WINS	77509380	PUBLISHED (PENDING) Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
LIGHTNING SPINS	77509381	PUBLISHED (PENDING) Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
MAYAN MOON	77509354	PENDING Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
WILD STYLE	77509319	PENDING Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
WILD 'N FREE	77509342	PENDING Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

MONTEZUMA	77509171	PENDING Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
GOLDEN TREASURE	77508886	PUBLISHED (PENDING) Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
EASY REELS	77509386	PUBLISHED (PENDING) Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
TREASURE SAFARI	77509126	PUBLISHED (PENDING) Intent to Use	26-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
FORTUNE RIVER	77508154	PUBLISHED (PENDING) Intent to Use	25-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEW JERSEY 89119
DOUBLOON LAGOON	77506507	PENDING Intent to Use	24-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

GAMEMAKER	77506965	PENDING	24-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
COOPERATITION	77506524	PENDING Intent to Use	24-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
DUALVISION	77507036	PENDING Intent to Use	24-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
POWER MAX	77506654	PENDING Intent to Use	24-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
MERMAID'S TREASURE	77506499	PUBLISHED (PENDING) Intent to Use	24-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
MAX POWER	77506645	PENDING Intent to Use	24-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

PIRATE BEACH	77506490	PENDING Intent to Use	24-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
GIANT JACKPOT	77491113	PUBLISHED (PENDING) Intent to Use	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
RUNAWAY JACKPOTS	77490964	PUBLISHED (PENDING) Intent to Use	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
JACKPOTS GALORE	77490946	PUBLISHED (PENDING) Intent to Use	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
ISLAND TREASURES	77490919	PENDING Intent to Use	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
GOLDEN 8'S	77490604	PUBLISHED (PENDING) Intent to Use	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

TEXAS WIN	77491104	PENDING Intent to Use	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
ISLAND GODS	77490852	PUBLISHED (PENDING) Intent to Use	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
RUNAWAY REELS	77490957	PUBLISHED (PENDING) Intent to Use	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
REEL MONEY	77490560	PUBLISHED (PENDING)	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
BIG BARREL	77491166	PENDING Intent to Use	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
BANK OF THE NILE	77490731	PENDING Intent to Use	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

ISLAND RICHES	77490935	PUBLISHED (PENDING) Intent to Use	04-JUN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
POWER PROGRESSIVES DOUBLE DYNAMITE	77486744	PENDING	29-MAY-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
WILD WINNERS	77486725	PENDING Intent to Use	29-MAY-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEW HAMPSHIRE 89119
THE NETWORKED FLOOR OF THE FUTURE	77485587	PENDING	28-MAY-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
PACIFIC TREASURES	77484374	PUBLISHED (PENDING) Intent to Use	27-MAY-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
GOLD BEARD'S TREASURE	77484112	PUBLISHED (PENDING) Intent to Use	27-MAY-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

MAGIC MONKEY	77484411	PUBLISHED (PENDING) Intent to Use	27-MAY-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
3 TIMES WILD	77484317	PENDING Intent to Use	27-MAY-2008	BALLY GAMING, INC. NEW MEXICO CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
POWER PROGRESSIVES	77484254	PENDING	27-MAY-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
AMERICAN TREASURES	77484361	PUBLISHED (PENDING) Intent to Use	27-MAY-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
5 AND 10 TIMES WILD	77484325	PENDING Intent to Use	27-MAY-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
FREEDOM PAYS	77484368	PENDING Intent to Use	27-MAY-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

WHITE LIGHTNING	77484457	PUBLISHED (PENDING) Intent to Use	27-MAY-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
LION'S WEALTH	77443210	PUBLISHED (PENDING) Intent to Use	08-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
SHAMROCK JACKPOTS	77443198	PUBLISHED (PENDING) Intent to Use	08-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
GOLDEN AMAZON	77443227	PUBLISHED (PENDING) Intent to Use	08-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
MONKEY'S FORTUNE	77443271	PUBLISHED (PENDING) Intent to Use	08-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROA LAS VEGAS, NEVADA 89119
PUZZLE POKER	77441973	PENDING Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

WILD TURKEYS	77441652	PENDING Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
WILD HIPPOS	77441438	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
FORTUNE FROG	77442000	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
WILD HYENAS	77441545	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
PALACE OF POSEIDON	77442197	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
GOLDEN PAGODA	77442215	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

ISLAND WINS	77442201	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
TREASURES OF VENUS	77442101	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
LUCKY DRAGON QUEST	77442015	PENDING Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
ASIAN TREASURES	77442142	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
IMPERIAL TREASURES	77442115	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
ARCTIC TREASURES	77442110	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
GOLDEN FLEECE	77442176	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

PERSIAN EMPIRE	77442169	PUBLISHED (PENDING) Intent to Use	07-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
LAND OF LIBERTY	77440650	PENDING Intent to Use	04-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
EAGLE'S HERITAGE	77440662	PUBLISHED (PENDING) Intent to Use	04-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
WILD CATS	77438386	PENDING Intent to Use	02-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
WILD ELEPHANTS	77438408	PUBLISHED (PENDING) Intent to Use	02-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
WILD BUFFALOS	77438393	PUBLISHED (PENDING) Intent to Use	02-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

WILD MUSTANGS	77438385	PENDING Intent to Use	02-APR-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
IVIEW DCM	77404415	PENDING Intent to Use	22-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
IVIEW DISPLAY MANAGER	77404420	PENDING Intent to Use	22-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
IVIEW CPU	77404418	PENDING Intent to Use	22-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
IVIEW CONTENT MANAGER	77404398	PENDING Intent to Use	22-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
IVIEW CM	77404412	PENDING Intent to Use	22-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

ROULETTO	77391679	PENDING Intent to Use	07-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
AMBER RAYS	77391486	PUBLISHED (PENDING) Intent to Use	07-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
SILVER RAIN	77391438	PUBLISHED (PENDING) Intent to Use	07-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
GOLDEN BELLS	77391534	PUBLISHED (PENDING) Intent to Use	07-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
GOLD STORM	77391456	PUBLISHED (PENDING) Intent to Use	07-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
TRIPLE TROUBLE MAKER	77391697	PUBLISHED (PENDING) Intent to Use	07-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

WILD RED	77391738	PUBLISHED (PENDING) Intent to Use	07-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
WILD BLUE	77391551	PUBLISHED (PENDING) Intent to Use	07-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
WHITE FIRE	77391501	PUBLISHED (PENDING) Intent to Use	07-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
STARLIGHT FIRE	77391423	PUBLISHED (PENDING) Intent to Use	07-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
TRIPLE TROUBLE POKER	77391647	PENDING	07-FEB-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA LAS VEGAS, NEVADA 89119
CLASSIC WINNERS	77377822	PUBLISHED (PENDING) Intent to Use	22-JAN-2008	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

MYTHIC LAMP	77350673	PUBLISHED (PENDING) Intent to Use	12-DEC-2007	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
DIVINE VENUS	77349598	PENDING Intent to Use	11-DEC-2007	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
GLACIER WILD	77349605	PUBLISHED (PENDING) Intent to Use	11-DEC-2007	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
ARABIAN TREASURES	77349563	PUBLISHED (PENDING) Intent to Use	11-DEC-2007	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
FOREST WILD	77349609	PUBLISHED (PENDING) Intent to Use	11-DEC-2007	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
RIVER WILD	77349601	PUBLISHED (PENDING) Intent to Use	11-DEC-2007	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

GRIZZLY WILD	77349600	PENDING Intent to Use	11-DEC-2007	BALLY GAMING, INC NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119
JUNGLE TREASURES	77349595	PUBLISHED (PENDING) Intent to Use	11-DEC-2007	BALLY GAMING, INC. NEVADA CORPORATION 6601 SOUTH BERMUDA ROAD LAS VEGAS, NEVADA 89119

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Status</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Post Reg Owner</u>
MINDPLAY	76080621	2643840	REGISTERED	6/28/2000	10/29/2002	ALLIAN CORP
VISONCORE	75595858	2598334	REGISTERED	11/25/1998	7/28/2002	ALLIAN CORP
ALLIANCE GAMING	74633292	1944254	REGISTERED	2/13/1995	12/26/1995	ALLIAN CORP



<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Status</u>	<u>App. Date</u>	<u>Registra tion Date</u>	<u>Registrant</u>
FLORIDA DICE	76582073	3086785	REGISTERED Supplemental Register	10- MAR- 2004	25-APR- 2006	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511

BOILING OVER	76545055	2916988	REGISTER ED	16- SEP- 2003	11-JAN- 2005	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
ALPHA GAME PLATFORM	76526148	2915672	REGISTER ED	16- JUN- 2003	04-JAN- 2005	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
FLIPPING CHIPS	76512658	2897908	REGISTER ED	08- MAY- 2003	26-OCT- 2004	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
SIERRA DESIGN GROUP	76503157	2914186	REGISTER ED	26- MAR- 2003	28-DEC- 2004	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
SDG	76503158	2890858	REGISTER ED	26- MAR- 2003	05-OCT- 2004	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511

3-6-9 SCRATCH KENO	76492850	2859579	REGISTER ED	06- FEB- 2003	06-JUL- 2004	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
COMEDY	76472894	2897816	REGISTER ED	09- DEC- 2002	26-OCT- 2004	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
ROMANCE	76472893	2897815	REGISTER ED	09- DEC- 2002	26-OCT- 2004	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
7-7-7 JACKPOT	76472892	2799514	REGISTER ED Supplementa l Register	09- DEC- 2002	23-DEC- 2003	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
STARS & STRIPES	76472204	2781692	REGISTER ED	05- DEC- 2002	11- NOV- 2003	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511

COPPERS AND ROBBERS	78164340	2843928	REGISTER ED	16- SEP- 2002	18- MAY- 2004	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DR. RENO, NEVADA 89511
SCIFI	78164441	2919779	REGISTER ED	16- SEP- 2002	18-JAN- 2005	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DR. RENO, NEVADA 89511
GRIDIRON	78164363	2896355	REGISTER ED	16- SEP- 2002	19-OCT- 2004	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DR. RENO, NEVADA 89511
PRIZE SAVER	76347022	2820256	REGISTER ED	07- DEC- 2001	02- MAR- 2004	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
PRIZE SAVER	76347021	2839003	REGISTER ED	07- DEC- 2001	04- MAY- 2004	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511

DIAMONDS	76329236	2935674	REGISTERED	24-OCT-2001	29-MAR-2005	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
DIAMONDS	76329234	2935673	REGISTERED	24-OCT-2001	29-MAR-2005	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
G.A.M.E.S.	76325906	2722805	REGISTERED Supplemental Register	16-OCT-2001	03-JUN-2003	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
PRIZENET	76321332	2778991	REGISTERED	03-OCT-2001	04-NOV-2003	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
GOLD EXCHANGE	76321331	2673195	REGISTERED	03-OCT-2001	07-JAN-2003	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511

PENNY JAR	76315104	2610696	REGISTERED	20-SEP-2001	20-AUG-2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
	76315105	3024940	REGISTERED	20-SEP-2001	13-DEC-2005	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
	76314174	2935672	REGISTERED	19-SEP-2001	29-MAR-2005	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
CASINO MERCHANDISING TECHNOLOGY	76311622	2888168	REGISTERED	10-SEP-2001	28-SEP-2004	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
CMT	76311621	2743951	REGISTERED	10-SEP-2001	29-JUL-2003	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511

SDG	76261454	2555781	REGISTERED	21-MAY-2001	02-APR-2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
IT'S ALL ABOUT THE GAMES	76256676	2555751	REGISTERED	14-MAY-2001	02-APR-2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
DR. JEWELS ALLBRIGHT	76216677	2640748	REGISTERED	26-FEB-2001	22-OCT-2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
HEAVEN CENT	76184460	2689179	REGISTERED	20-DEC-2000	18-FEB-2003	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
RAINING DIAMONDS	76181758	2681707	REGISTERED	15-DEC-2000	28-JAN-2003	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511

JACKPOT CELEBRATI ON	76154883	2536060	REGISTER ED	26- OCT- 2000	05-FEB- 2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
GOOD CENTS	76120217	2592719	REGISTER ED	25- AUG- 2000	09-JUL- 2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
BLAST	76120214	2563290	REGISTER ED	25- AUG- 2000	23-APR- 2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
BONUS WISHES	76120215	2557291	REGISTER ED	25- AUG- 2000	02-APR- 2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
4 ALARM BONUS	76120213	2664091	REGISTER ED	25- AUG- 2000	17-DEC- 2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511

POCKET CHANGE	76120219	2717801	REGISTER ED	25- AUG- 2000	20- MAY- 2003	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
MATCH CARD DRAW POKER	76120216	2592718	REGISTER ED	25- AUG- 2000	09-JUL- 2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
COPPER DROPPER	76120218	2592720	REGISTER ED	25- AUG- 2000	09-JUL- 2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
DOT.COM	76057264		PENDING Intent to Use	16- MAY- 2000		SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511
ACTION KENO	75430584	2643132	REGISTER ED	09- FEB- 1998	29-OCT- 2002	SIERRA DESIGN GROUP NEVADA CORPORATION 300 SIERRA MANOR DRIVE RENO, NEVADA 89511

Trademark	Application Number	Registration Number	Status	Application Date	Registration Date	Post Registration Owner	Registrant
TOURNAMENT CHALLENGE	78142806	2809421	Registered	10-JUL-2002	27-JAN-2004		ARCADE PLANET, INC. CALIFORNIA CORPORATION 201 LINDBERGH AVE. LIVERMORE, CALIFORNIA 94550
TICKET TRACK	75739165	2532640	Registered	29-JUN-1999	22-JAN-2002		ARCADE PLANET, INC. CALIFORNIA CORPORATION 4430 WILLOW ROAD PLEASANTON, CALIFORNIA 94588

ARCADE PLANET	7566499 3	2643290	Registered	22-MAR- 1999	29-OCT- 2002		ARCADE PLANET, INC. CALIFORNIA CORPORATION 4430 WILLOW ROAD PLEASANTON, CALIFORNIA 94588
ARCADE PLANET	7566499 5	2678465	Registered	22-MAR- 1999	21-JAN- 2003		ARCADE PLANET, INC. CALIFORNIA CORPORATION 4430 WILLOW ROAD PLEASANTON, CALIFORNIA 94588

SUPER SOLITAIRE	7509046 9	2133480	Registered Supplemental Register	18-APR- 1996	27-JAN- 1998	ARCAR DE PLANE T, INC. CALIF ORNIA CORPO RATIO N 201 LINDB ERGH AVENU E LIVER MORE, CALIF ORNIA 9455076 67	LAZER-TRON CORPORATION CALIFORNIA CORPORATION 4430 WILLOW ROAD PLEASANTON, CALIFORNIA 94588
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