

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Secured Party Assignment and Bill of Sale

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Private Equity Management Group Financial Corporation		01/16/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	IGT
Street Address:	9295 Prototype Drive
City:	Reno
State/Country:	NEVADA
Postal Code:	89521-8986
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2232023	CASINOLINK
Registration Number:	2166729	MYSTERY JACKPOT
Registration Number:	2420050	TABLELINK
Registration Number:	3198412	TEXAS HOLD 'EM LIVE AA
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:	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

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Registration Number:	3262142	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3078347	TREASURE QUEST
Registration Number:	3087950	SURVEY OF AMERICA
Registration Number:	3118892	TREASURE QUEST
Registration Number:	3122755	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3125697	\$URPRI\$E JACKPOT\$
Registration Number:	3124733	CALIFORNIA GIRLS
Registration Number:	3131035	REINA DE LA SALSA
Registration Number:	3131036	REY DEL MAMBO
Registration Number:	3134164	OFFICE DAZE
Registration Number:	3181625	LATIN STARS
Registration Number:	3209973	RAPID BET SIMULATED
Registration Number:	3195000	ROCK-A-BILLY SLOTS ROCK-O-RAMA JUKEBOX
Registration Number:	3223511	RAPID BET LIVE
Registration Number:	3223648	PRIME LINE
Registration Number:	3078950	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3080991	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3143694	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3403889	GAME STATION
Registration Number:	3480261	LABORATORY LOOT
Registration Number:	3482594	P2P
Serial Number:	77005808	TEXAS HOLD'EM LIVE
Serial Number:	77267843	THE CAPER
Serial Number:	77267767	MYSTERIES OF THE NILE
Serial Number:	77267775	MYSTERY STRIKE
Serial Number:	77481796	LOST MINE MYSTERY
Registration Number:	3234065	MONEY FACTORY
Registration Number:	3215174	TEXAS HOLD 'EM LIVE
Serial Number:	77505961	TRUSTED LEADER IN ENTERPRISE GAMING SOLUTIONS
Serial Number:	77522266	PROGRESSIVE GAMING
Serial Number:	77566662	@HOME WAGERING
Serial Number:	77566677	@HOME WAGERING

CORRESPONDENCE DATA

Fax Number: (312)827-8185

TRADEMARK
REEL: 003947 FRAME: 0972

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

Phone: 312-807-4350
Email: chicago.trademarks@klgates.com, sana.hakim@klgates.com
Correspondent Name: Sana Hakim
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	112300-00036
NAME OF SUBMITTER:	Sana Hakim
Signature:	/sh/
Date:	03/06/2009

Total Attachments: 24

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SECURED PARTY ASSIGNMENT AND BILL OF SALE

SECURED PARTY ASSIGNMENT AND BILL OF SALE (this "Bill of Sale") dated January 16, 2009 is made by Private Equity Management Group Financial Corporation, a California corporation ("Secured Party"), for the benefit of IGT, a Nevada corporation, and its designees (collectively, "Buyer").

RECITALS

A. Progressive Gaming International Corporation, a Nevada corporation ("Borrower"), and all Subsidiaries of Borrower described in Schedule 1 attached hereto (which Subsidiaries, together with Borrower, are referred to herein collectively as the "Credit Parties") entered into the 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"), among the Credit Parties, the Lenders parties thereto and Secured Party, as agent for the Lenders;

REDACTED

C. The Credit Parties and Progressive Gaming International (Netherlands) B.V. (collectively, "Grantors") have executed and delivered to Secured Party security agreements and other agreements providing security and collateral for the Obligations under the Credit Agreement, all of which agreements are described in Exhibit A (the "Security Agreements");

REDACTED

F. Secured Party, as a secured party within the meaning of the New York Uniform Commercial Code (the "UCC"), has exercised its rights granted under the Security Agreements and wishes to sell all Foreclosure Assets (as hereinafter defined) of Borrower and of those direct and indirect Subsidiaries of Borrower named in Schedule 2 hereto, pursuant to Section 9610 of the UCC and under any other applicable law (together, "Applicable Law"), in foreclosure of Secured Party's security interest therein (Borrower and said Subsidiaries are hereinafter referred to as the "Foreclosure Parties");

G. Pursuant to a private sale under Article 9 of the UCC, Buyer wishes to purchase and acquire all right, title and interest ("Rights") of Foreclosure Parties in the collateral described in the Security Agreements, tangible and intangible, vested and unvested, choate or inchoate, wherever located, with the exception of the Excluded Assets (as hereinafter defined), including, but not limited to, REDACTED

REDACTED

REDACTED (iv) all trademarks identified in Exhibit B-4 of this Bill of Sale (the "Trademarks"); REDACTED (all such Rights of Foreclosure Parties in such REDACTED Trademarks as are described in this recital G, excluding the Excluded Assets, are collectively herein referred to as the "Foreclosure Assets");

REDACTED

REDACTED

I. International Game Technology is also acquiring from Secured Party on the date hereof all of Secured Party's rights under the Credit Agreement and the Security Agreements (the "*Senior Loan Assets*") for [REDACTED] pursuant to the Assignment and Acceptance Agreement dated the date hereof between Buyer, Secured Party and Borrower (the "*Loan Purchase Agreement*").

NOW, THEREFORE, in consideration of the purchase price set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale of Foreclosure Assets and Senior Loan Assets.** On the terms and subject to the conditions set forth in this Bill of Sale, Secured Party does hereby sell, convey, transfer and assign to Buyer all Foreclosure Assets, to have and hold the same for its own use and benefit forever, including, without limitation thereto, all Rights of Foreclosure Parties in and to the following property, but only to the extent that such property is included in the description of the collateral set forth in the Security Agreements to which the Foreclosure Parties are parties:

REDACTED

REDACTED

(d) the Trademarks, including all intent to use applications that are being acquired along with the business associated therewith, together with the goodwill of the business symbolized by the Trademarks, as well as its entire right, title and interest in and to all registrations of the Trademarks heretofore granted or applied for, any and all common law rights to the Trademarks in the United States and any state thereof and in any country in the world, and any and all claims and demands Grantors may have either at law or in equity arising out of any past infringements. Secured Party does hereby expressly agree that Buyer may, at its expense, singly, undertake procedures to record the transfer of the Trademarks to Buyer in the United States Patent and Trademark Office or other applicable agency or governmental entity.

REDACTED

REDACTED

REDACTED

REDACTED

(d)

REDACTED

REDACTED

Secured Party by this Bill of Sale conveys all the Foreclosure Assets to Buyer free and clear of all rights, claims, liens, security interest or charges of Secured Party or its Affiliates, and free and clear of any security interest or lien of any other Person (except Buyer and its Affiliates) that is not known to Buyer (with no duty of to inquire) created or existing pursuant to Article 9 of the UCC

REDACTED

REDACTED

REDACTED

(g) Secured Party has full power and authority to enter into this Bill of Sale and to perform its obligations under this Bill of Sale and to consummate the transactions contemplated hereby. The execution and delivery of this Bill of Sale and the performance of Secured Party's obligations hereunder has been duly authorized by all necessary actions by Secured Party and Lenders. This Bill of Sale is the legal, valid and binding agreement of Secured Party and Lenders, enforceable against Secured Party and Lenders in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, moratorium or similar laws of general application relating to or affecting creditors' rights generally.

REDACTED

REDACTED

REDACTED

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

SECURED PARTY

PRIVATE EQUITY MANAGEMENT GROUP FINANCIAL CORPORATION

By: Peter Paul Mendel
Name: Peter Paul Mendel
Title: Director
Address:

By: Andrew Shayne
Name: Andrew Shayne
Title: Director
Address:

ACCEPTED BY:

BUYER

IGT

By: _____
Name:
Title:
Address:

CONSENTED TO FOR PURPOSES OF AGREEING TO
TO SECTIONS 7(b) and 24:

BORROWER

PROGRESSIVE GAMING INTERNATIONAL CORPORATION

By: _____
Name:
Title:
Address:

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

SECURED PARTY

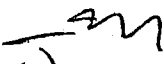
PRIVATE EQUITY MANAGEMENT GROUP FINANCIAL CORPORATION

By: _____
Name:
Title:
Address:

ACCEPTED BY:

BUYER

IGT

By:  _____
Name: Thomas J. Matthews
Title: CEO/President
Address: 9295 Prototype Drive
Reno, NV 89521

*CONSENTED TO FOR PURPOSES OF AGREEING TO
TO SECTION 6(b):*

BORROWER

PROGRESSIVE GAMING INTERNATIONAL CORPORATION

By: _____
Name:
Title:
Address:

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

SECURED PARTY

PRIVATE EQUITY MANAGEMENT GROUP FINANCIAL CORPORATION

By: _____
Name:
Title:
Address:

ACCEPTED BY:

BUYER

IGT

By: _____
Name:
Title:
Address:

*CONSENTED TO FOR PURPOSES OF AGREEING TO
TO SECTIONS 7(b) and 24:*

BORROWER

PROGRESSIVE GAMING INTERNATIONAL CORPORATION

By: T. W. O.
Name:
Title:
Address:

AGREED TO DIRECT SALE PARTIES:

PROGRESSIVE GAMING INTERNATIONAL CORPORATION

By: W.O.L.
Name:
Title:
Address:

PGIC HOLDINGS LTD.

By: [Signature]
Name:
Title:
Address:

PROGRESSIVE GAMING INTERNATIONAL (GROUP) LTD.

By: [Signature]
Name:
Title:
Address:

PROGRESSIVE GAMING INTERNATIONAL (UK) LTD.

By: [Signature]
Name:
Title:
Address:

PROGRESSIVE GAMING INTERNATIONAL (AUSTRALASIA) PTY LTD.

By: [Signature]
Name:
Title:
Address:

PGI (MACAO) LTD.

By: [Signature]
Name:
Title:
Address:

80437926.2/10806743

FINAL

EXHIBITS TO

SECURED PARTY ASSIGNMENT AND BILL OF SALE

EXHIBIT A

SECURITY AGREEMENTS

1. Security Agreement dated as of August 15, 2008, between Progressive Gaming International Corporation and Private Equity Management Group Financial Corporation.

REDACTED

4. Trademark Security Agreement dated as of August 15, 2008, between Progressive Gaming International Corporation and Private Equity Management Group Financial Corporation.
5. Security Agreement dated as of August 15, 2008, between the Subsidiary Grantors listed on Schedule 2 to the Secured Party Assignment and Bill of Sale and Private Equity Management Group Financial Corporation.

REDACTED

8. Trademark Security Agreement dated as of August 15, 2008, between the Subsidiary Grantors listed on Schedule 2 to the Secured Party Assignment and Bill of Sale and Private Equity Management Group Financial Corporation.

REDACTED

REDACTED
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EXHIBIT B-4

TRADEMARKS

Any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B-4 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantors' business symbolized by the foregoing and connected therewith, and (v) all of Grantors' rights corresponding thereto throughout the world.

Registered Trademarks in the U.S.

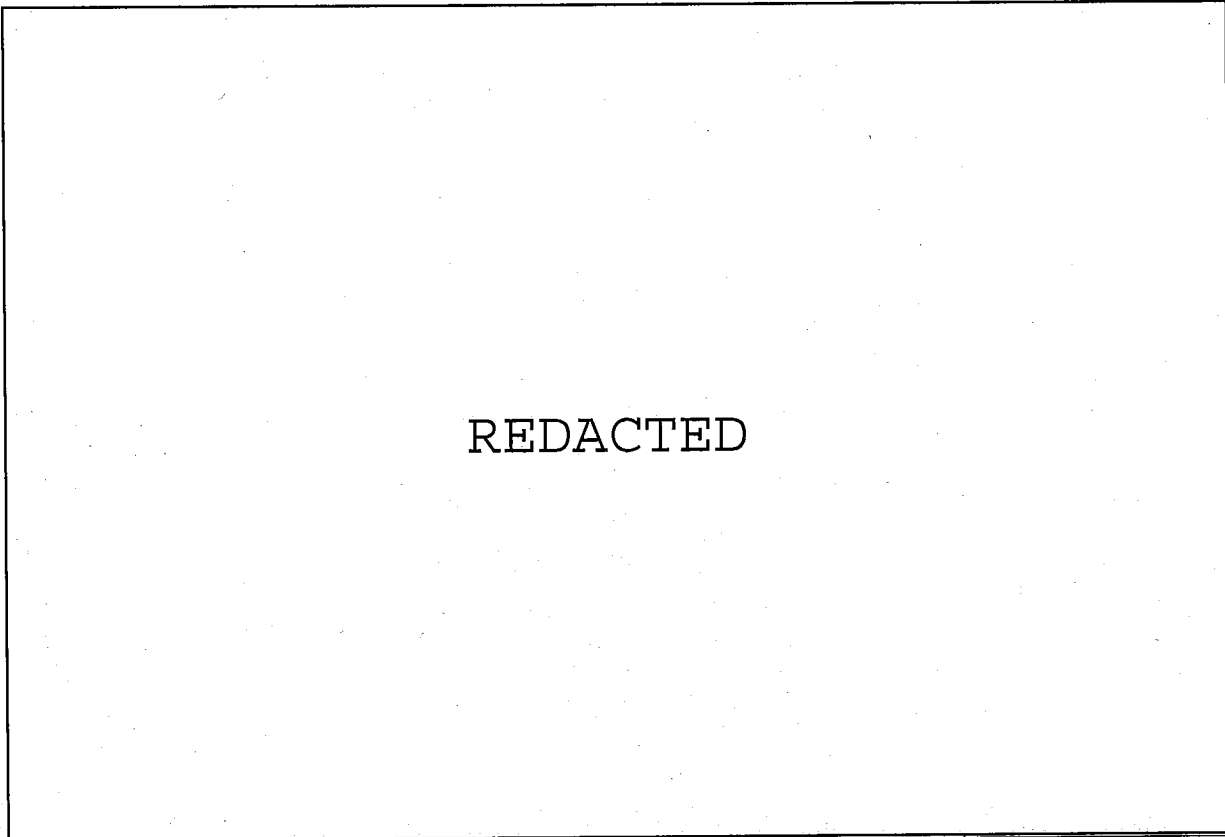
Title	Registration No.
CASINOLINK	2232023
MYSTERY JACKPOT	2166729
TABLELINK	2420050
REDACTED	
Texas Holdem Live	3,198,412
ADVENTURES IN TRIVIA	2722245
LOOKING FOR LOVE	2933634
EASY AS PIE	2933635
TREASURES OF THE WORLD	2900326
REDACTED	
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,022,278
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,062,765
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,066,938
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,072,294
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,072,295
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,073,044
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3262142
REDACTED	
Treasure Quest	3078347
REDACTED	
Survey of America	3087950

Title	Registration No.
Treasure Quest	3118892
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,122,755
Surprise Jackpots	3,125,697
California Girls	3,124,733
Reina De La Salsa	3,131,035
Rey Del Mambo	3,131,036
REDACTED	
Office Daze	3,134,164
Latin Stars	3,181,625
Rapid Bet Simulated	3209973
Rock a Billy Slots	3195000
Rapid Bet Live	3223511
Primeline	3223648
Progressive Gaming International Corporation	3,078,950
Progressive Gaming International Corporation	3,080,991
Progressive Gaming International Corporation	3,143,694
GAME STATION	3,403,889
REDACTED	
Laboratory Loot	3,480,261
P2P	3,482,594

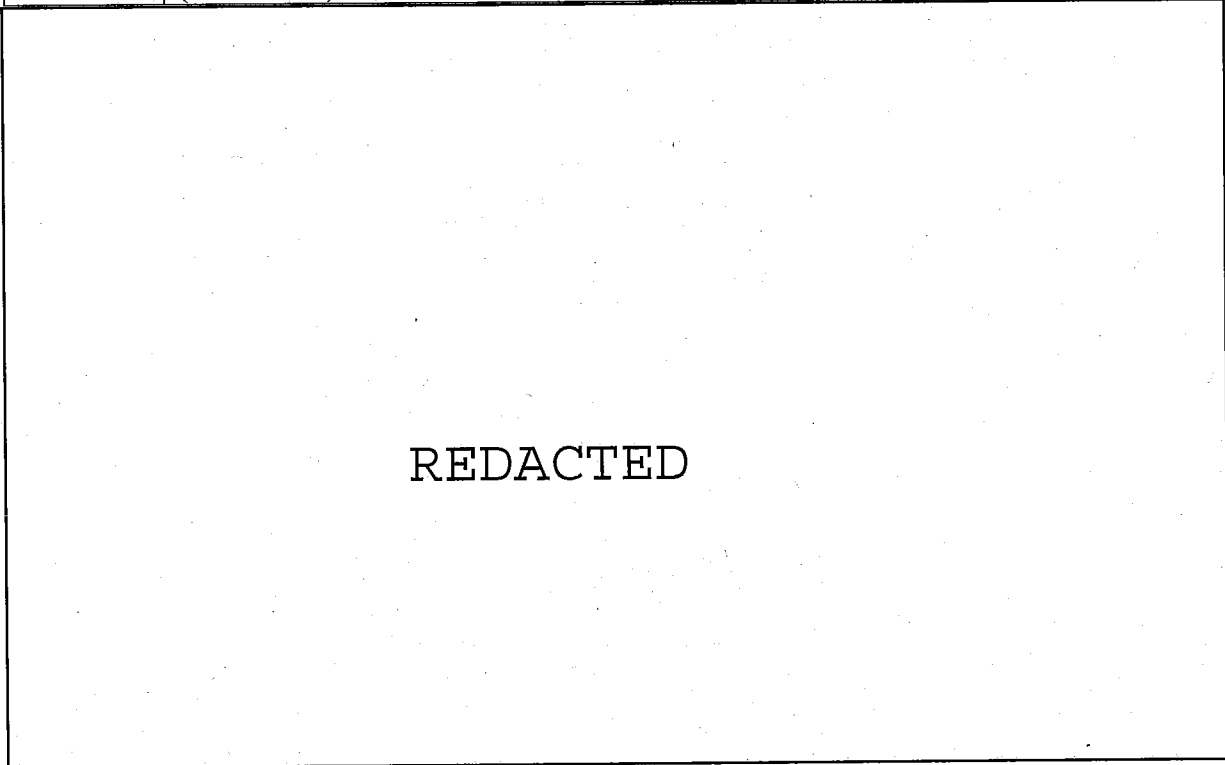
Trademark Applications in the U.S.

Title	Serial No.	Type
REDACTED		
Texas Holdem Live	77,005,808	Federal
The Caper	77/267,843	Nevada
Mysteries of the Nile	77/267,767	Nevada
Mystery Strike	77,267,775	Federal
Lost Mine Mystery	77,481,796	Federal

REDACTED
PAGES 29 - 32



Trademark	MONEY FACTORY (Trademark-ITU) (Word Mark)	U.S.	76/643,178 3,234,065
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REDACTED

REDACTED

Trademark	TEXAS HOLD 'EM LIVE (Stylized TM-Use)	U.S.	78/762,030 3,215,174
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REDACTED

REDACTED

Trademark	Trusted Leader in Enterprise Gaming Solutions	U.S.	77/505,961
Trademark	Progressive Gaming	U.S.	77/522,266

REDACTED

Trademark	HOME WAGERING	U.S.	77/566,662
Trademark	HOME WAGERING	U.S.	77/566,677

REDACTED

REDACTED
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