

**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
Rocket Gaming Systems, LLC		06/28/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	300 South Fourth Street
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89101
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	3159349	ALL WAYS PAYS
Registration Number:	3486126	FASTPLAY BINGO
Registration Number:	3230144	GREAT WHITE DIAMOND
Registration Number:	3511575	JACKPOT JUBILEE
Registration Number:	3159350	SURE SHOT
Registration Number:	3230145	WHOPPER
Serial Number:	77310407	\$TREET ¢ENTS
Serial Number:	77653289	BLITZ BONUS
Serial Number:	77653292	BLITZ BONUS
Serial Number:	77710726	BRILLIANT BUTTERFLY
Serial Number:	77447647	BURNIN' UP
Serial Number:	77566806	CHOCOLATE DELIGHT
Serial Number:	77566814	CHOCOLATE DELIGHT

**CH \$765.00 3159349**

Serial Number:	77486026	FASTPLAY
Serial Number:	77447676	FLYBOYS
Serial Number:	77487169	GOLD NETWORK
Serial Number:	77487180	GOLD NETWORK
Serial Number:	77487128	GOLD SERIES
Serial Number:	77487145	GOLD SERIES
Serial Number:	77720058	GOLDEN SUNRISE
Serial Number:	77447690	KINGDOM CASH
Serial Number:	77414179	LUCKY YEAR
Serial Number:	77342995	MAJESTIC GOLD
Serial Number:	77439693	MEGA GOLD
Serial Number:	77652239	MOUNTAINS OF MONEY
Serial Number:	77630791	ROCKET X2
Serial Number:	77510503	SCRAMBLER
Serial Number:	77710715	SILK AND SATIN
Serial Number:	77580245	SWEET SENSATIONS
Serial Number:	77721128	WINNERS EDGE

**CORRESPONDENCE DATA**

Fax Number: (602)445-8658  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: webbe@gtlaw.com  
Correspondent Name: Raye Lynn Daugherty  
Address Line 1: 2450 Colorado Avenue, Ste. 400E  
Address Line 4: Santa Monica, CALIFORNIA 90404

ATTORNEY DOCKET NUMBER:	060864.011800
NAME OF SUBMITTER:	Raye Lynn Daugherty
Signature:	/Raye L. Daugherty/
Date:	06/11/2009

Total Attachments: 9  
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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

United States Patent and Trademark Office


Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement, dated as of June 28, 2006, (together with all modifications, amendments or restatements from time to time thereof, the "Security Agreement"), by and among ROCKET GAMING SYSTEMS, LLC a Delaware limited liability company, (successor in interest to DOUBLE EAGLE FINANCIAL SERVICES, L.L.C., an Oklahoma limited liability company, ELINK, L.L.C., an Oklahoma limited liability company, ESUPPORT, L.L.C., an Oklahoma limited liability company, ROCKET GAMING SYSTEMS, LLC, a Nevada limited liability company, RED HAWK HOLDINGS, L.L.C., an Oklahoma limited liability company, ELINK HOLDINGS, L.L.C., an Oklahoma limited liability company, and BCB GAMING, LLC, a Nevada limited liability company) ("Company") and Bank of America, N.A. ("Bank of America"), the undersigned Company has granted to Bank of America a continuing security interest in and continuing lien upon the collateral described in the UCC Financing Statements attached as Exhibit A (the "Collateral"), which Collateral includes, without limitation, the trademarks and trademark applications shown on the attached Exhibit B.

The Company, on behalf of Bank of America, hereby acknowledges and agrees that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark applications.

Very truly yours,

ROCKET GAMING SYSTEMS, LLC, a  
Delaware limited liability company

By:   
Name: Thomas W. Adams  
Title: Manager

**EXHIBIT A**  
**UCC FINANCING STATEMENTS**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER (optional)**

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Joseph Davis  
CT Corporation  
208 S. LaSalle Street  
Chicago, IL 60604

Filed in the office of <i>Dean Heller</i> Dean Heller Secretary of State State of Nevada	Document Number <b>2008021124-1</b>
	Filing Date and Time <b>06/30/2006 2:55 PM</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME  
**ROCKET GAMING SYSTEMS, LLC**

OR

1b. INDIVIDUAL'S LAST NAME

**1c. MAILING ADDRESS**

**8311 West Sunset Road, #110**  
**Las Vegas**

**1d. IDENTIFICATION**    **ADD'L INFO RE ORGANIZATION OR DEBTOR**    **1e. TYPE OF ORGANIZATION**    **1f. JURISDICTION OF ORGANIZATION**    **1g. ORGANIZATIONAL ID#, if any**

**limited liability co.**    **Nevada**    **EO848532005-6**     NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

**2c. MAILING ADDRESS**

**2d. IDENTIFICATION**    **ADD'L INFO RE ORGANIZATION OR DEBTOR**    **2e. TYPE OF ORGANIZATION**    **2f. JURISDICTION OF ORGANIZATION**    **2g. ORGANIZATIONAL ID#, if any**

NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR/SFP) - Insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME  
**BANK OF AMERICA, N.A.**

OR

3b. INDIVIDUAL'S LAST NAME

**3c. MAILING ADDRESS**

**300 South Fourth Street, 2nd Floor**  
**Las Vegas**

**3d. STATE**    **3e. POSTAL CODE**    **3f. COUNTRY**

**NV**    **89101**    **USA**

4. This FINANCING STATEMENT covers the following collateral:  
See Exhibit A attached hereto and incorporated herein by this reference.

<b>5. ALTERNATIVE DESIGNATION (if applicable)</b>	<b>LESSOR/LESSOR</b>	<b>CONSIGNEE/CONSIGNOR</b>	<b>BALENS/BALOR</b>	<b>SELLER/BUYER</b>	<b>AG. LIEN</b>	<b>NON-UCC FILING</b>
<b>6. THIS FINANCING STATEMENT is to be filed (for record) or recorded in the legal estate records.</b>	<b>7. CHECK TO IDENTIFY SEARCH REPORT (on Debtor's National)</b>	<b>8. OPTIONAL FILER REFERENCE DATA</b>	<b>9. FILER'S FILE NUMBER</b>	<b>10. FILER'S FILE NUMBER</b>	<b>11. FILER'S FILE NUMBER</b>	<b>12. FILER'S FILE NUMBER</b>
File with the Nevada Secretary of State (448771/173)			478	8077455-6		

FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 06/22/02)

**EXHIBIT A**  
**TO NEVADA UCC FINANCING STATEMENT (cont.)**

**Debtor:**                   **ROCKET GAMING SYSTEMS, LLC**  
                              **8311 West Sunset Road, #110**  
                              **Las Vegas, NV 89113**

**Secured Party:**       **BANK OF AMERICA, N.A.**  
                              **300 South Fourth Street, 2nd Floor**  
                              **Las Vegas, NV 89101**

This Financing Statement covers all of the Debtor's right, title, and interest in and to the following, whether now or hereafter owned, existing, arising, or acquired and wherever located:

- (a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Debtor from a factor; rights to payment of money from the Secured Party under any Swap Contract; and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.
- (b) All inventory, including all materials, work in process and finished goods.
- (c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Debtor.
- (d) All of the Debtor's deposit accounts. The collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.
- (e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.
- (f) Each of (i) the Master Lease Agreement dated as of September 8, 1999 by and between Double Eagle and the MBDA, as amended by the First Amendment to Master Lease Agreement dated October 3, 2004 (relating to gaming equipment), (ii) the Master Lease Agreement dated as of September 8, 1999 by and between MBDA and Double Eagle (relating to office equipment), (iii) the Human Resource Agreement dated as of September 8, 1999 by and between eSupport and MBDA, as amended by the First Amendment to Human Resources Agreement dated October 3, 2004, and (iv) the License Agreement dated as of September 8, 1999 by and between eLink and MBDA, as amended by the First Amendment to License Agreement dated October 3, 2004 (in each case as the same has been or may be amended, restated or otherwise modified from time to time).

(g) All other general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(h) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.

(i) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory.



#### DEFINED TERMS

As used in this Financing Statement, the following terms shall have the meanings indicated:

**"Double Eagle"** means Double Eagle Financial Services, L.L.C., an Oklahoma limited liability company.

**"eLink"** means eLink, L.L.C., an Oklahoma limited liability company.

**"eSupport"** means eSupport, L.L.C., an Oklahoma limited liability company.

**"MBDA"** means the Miami Tribe of Oklahoma Business Development Authority, a corporation organized under the laws of the Miami Tribe of Oklahoma.

**"Swap Contract"** means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and the Secured Party or any affiliate of the Secured Party.

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4811-3654-30251

EXHIBIT B

UNITED STATES TRADEMARKS

Rocket Gaming Systems, LLC

TRADEMARK	APPL. NO	REG. NO	STATUS	CLASSES
ALL WAYS PAYS	76518727	3159349	Live	021 023 026 036 038
FASTPLAY BINGO	78324760	3486126	Live	021 023 026 036 038
GREAT WHITE DIAMOND	76518747	3230144	Live	021 023 026 036 038
JACKPOT JUBILEE	77404423	3511575	Live	100 101 107
SURE SHOT	76518728	3159350	Live	021 023 026 036 038
WHOPPER	76518750	3230145	Live	021 023 026 036 038

UNITED STATES TRADEMARK APPLICATIONS

Rocket Gaming Systems, LLC

TRADEMARK STREET #ENTS	APPL NO	APPL DATE	CLASSES
BLITZ BONUS	77310407	10/22/2007	021 023 026 036 038
BLITZ BONUS	77653289	1/21/2009	021 023 026 036 038
BLITZ BONUS	77653292	1/21/2009	100 101 107
BRIGHT BUTTERFLY	77710726	4/09/2009	009
BURNIN' UP	77447647	4/14/2008	021 023 026 036 038
CHOCOLATE DELIGHT	77566806	9/10/2008	021 023 026 036 038
CHOCOLATE DELIGHT	77566814	9/10/2008	100 101 107
FASTPLAY	77486026	5/29/2008	100 101 107
FLYBOYS	77447676	4/14/2008	021 023 026 036 038
GOLD NETWORK	77487169	5/30/2008	021 023 026 036 038
GOLD NETWORK	77487180	5/30/2008	100 101 107
GOLD SERIES	77487128	5/30/2008	021 023 026 036 038
GOLD SERIES	77487145	5/30/2008	100 101 107
GOLDEN SUNRISE	77720058	4/22/2009	009
KINGDOM CASH	77447690	4/14/2008	021 023 026 036 038
LUCKY YEAR	77414179	3/5/2008	021 023 026 036 038
MAJESTIC GOLD	77342995	12/3/2007	021 023 026 036 038
MEGA GOLD	77439693	4/3/2008	021 023 026 036 038
MOUNTAINS OF MONEY	77652239	1/19/2009	021 023 026 036 038
ROCKET X2	77630791	12/10/2008	100 101 107
SCRAMBLER	77510503	6/27/2008	100 101 107
SILK AND SATIN	77710715	4/09/2009	009

TRADEMARK	APPL. NO	APPL. DATE	CLASSES
SWEET SENSATIONS	77580245	9/26/2008	021 023 026 036 038
WINNERS EDGE	77721128	4/23/2009	009

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