

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
American Wagering, Inc.		04/13/2011	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	William Hill Holdings Limited, a private limited company formed under the laws of England and Wales
Street Address:	c/o William Hill Organization Limited
Internal Address:	Greenside House, 50 Station Road, Wood Green
City:	London N22 7TP
State/Country:	UNITED KINGDOM
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3471804	A
Registration Number:	3641774	COLLEGE CHALLENGE
Registration Number:	3536127	PICK'EM & WIN
Registration Number:	3637414	LEROY'S
Registration Number:	3452890	LEROY'S LINE
Registration Number:	3466373	LEROY'S SPORTS HOUR!
Registration Number:	3589844	AMERICAN WAGERING, INC.
Registration Number:	3452850	LEROY'S SPORTS CLUB
Registration Number:	3515153	SURFIN' SIX
Registration Number:	3467583	LEROY'S
Registration Number:	3472033	A
Registration Number:	3467582	LEROY'S
Registration Number:	2143897	LEROY'S HORSE & SPORTS PLACE
Registration Number:	2148537	LEROY'S HORSE & SPORTS PLACE

TRADEMARK

900189339

REEL: 004522 FRAME: 0001

CH \$390.00 3471804

Serial Number:

77300786

MONEY TALKS INVITATIONAL

CORRESPONDENCE DATA

Fax Number: (212)446-4900

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

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

12418-2

DOMESTIC REPRESENTATIVE

Name: John Lynn

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 555 California Street

Address Line 4: San Francisco, CALIFORNIA 94104

NAME OF SUBMITTER:

Susan Zablocki

Signature:

/susan zablocki/

Date:

04/14/2011

Total Attachments: 9

source=Patent and Trademark Security Agreement - 04 13 11#page1.tif

source=Patent and Trademark Security Agreement - 04 13 11#page2.tif

source=Patent and Trademark Security Agreement - 04 13 11#page3.tif

source=Patent and Trademark Security Agreement - 04 13 11#page4.tif

source=Patent and Trademark Security Agreement - 04 13 11#page5.tif

source=Patent and Trademark Security Agreement - 04 13 11#page6.tif

source=Patent and Trademark Security Agreement - 04 13 11#page7.tif

source=Patent and Trademark Security Agreement - 04 13 11#page8.tif

source=Patent and Trademark Security Agreement - 04 13 11#page9.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of April 13, 2011, is entered into by American Wagering, Inc., a Nevada corporation ("Borrower"), and the other persons listed on the signature pages hereof (the Company and the persons so listed being, collectively, "Grantors") in favor of William Hill Holdings Limited, a private limited company formed under the laws of England and Wales ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Bridge Loan Agreement, dated as of April 13, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Borrower, the other Grantors and Lender, Lender has agreed to provide a credit facility to Borrower;

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of April 13, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Borrower, the other Grantors listed on the signature pages thereof (the Borrower and the Grantors so listed being, collectively, the "**Grantors**"), and Lender, each Grantor granted to Lender a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Patent and Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located, to secure the prompt and complete payment and performance of all Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest

Each Grantor hereby grants to Lender a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (except to the extent the same would constitute Excluded Property, as such term is defined in the Security Agreement) (collectively, the "**Patent and Trademark Collateral**"):

(a) the registered patents and patent applications set forth to in Schedule I hereto (as such Schedule I may be amended or supplemented from time to time);

(b) the registered trademarks and service mark registrations and applications set forth in Schedule II hereto (as such Schedule II may be amended or supplemented from time to time) (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(d) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages,

(e) all supporting obligations relating to any of the foregoing, and

(f) all proceeds of all of the foregoing.

Section 3. Security for Obligations

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 4. Termination

Upon the payment in full of the Obligations and termination of this Agreement, Lender shall execute, acknowledge, and deliver to the Grantors proper documents and instruments acknowledging the release of the lien and security interest in the Patent and Trademark Collateral under this Agreement.

Section 5. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 6. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Lender has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Agreement.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

American Wagering, Inc.

By: Victor Salerno
Name: Victor Salerno
Title: President

AWI Manufacturing, Inc.

By: Victor Salerno
Name: Victor Salerno
Title: President

Computerized Bookmaking Systems, Inc.

By: Victor Salerno
Name: Victor Salerno
Title: President

Leroy's Horse and Sports Place

By: Victor Salerno
Name: Victor Salerno
Title: President

ExactGeo Media, LLC

By: _____
Name: Thomas Willer
Title: Manager

Mobile Sports Fantasy, LLC

By: _____
Name: John Salerno
Title: Manager

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

GRANTORS:

American Wagering, Inc.

By: _____
Name: Victor Salerno
Title: President

AWI Manufacturing, Inc.

By: _____
Name: Victor Salerno
Title: President

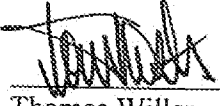
Computerized Bookmaking Systems, Inc.

By: _____
Name: Victor Salerno
Title: President

Leroy's Horse and Sports Place

By: _____
Name: Victor Salerno
Title: President

ExactGeo Media, LLC

By:  _____
Name: Thomas Willer
Title: Manager

Mobile Sports Fantasy, LLC

By: _____
Name: John Salerno
Title: Manager

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

GRANTORS:

American Wagering, Inc.

By: _____
Name: Victor Salerno
Title: President

AWI Manufacturing, Inc.

By: _____
Name: Victor Salerno
Title: President

Computerized Bookmaking Systems, Inc.

By: _____
Name: Victor Salerno
Title: President

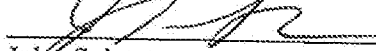
Leroy's Horse and Sports Place

By: _____
Name: Victor Salerno
Title: President

ExactGeo Media, LLC

By: _____
Name: Thomas Willer
Title: Manager

Mobile Sports Fantasy, LLC

By:  _____
Name: John Salerno
Title: Manager

**SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

A. Patents

Loan Party	Title	Serial Number	Filing Date	Status
American Wagering, Inc	Remote Wagering System	7,083,517	7/17/2002	Issued
Computerized Bookmaking Systems, Inc	SYSTEM AND METHOD FOR ALLOWING REMOTE WAGERS (BOTH FOR REAL WAGERS AND FOR FUN/POINTS/PRIZES) BY CONFIRMING PLAYER LOCATION USING NETWORK GENERATED AND/OR NETWORK CENTRIC DATA	PCT/US2010/044764	8/6/10	Filed

B. Patent Applications

Loan Party	Title	Serial Number	Filing Date	Status
Computerized Bookmaking Systems, Inc	SYSTEM AND METHOD FOR ALLOWING REMOTE WAGERS (BOTH FOR REAL WAGERS AND FOR FUN/POINTS/PRIZES) BY CONFIRMING PLAYER LOCATION USING NETWORK GENERATED AND/OR NETWORK CENTRIC DATA	12/851,943	8/6/2010	Pending

**SCHEDULE II
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

A. Registered Trademarks and Service Mark Registrations

Loan Party	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
American Wagering, Inc.	A	3,471,804	7/22/08	77/349,577	12/11/07	Registered
Leroy's Horse and Sports Place	COLLEGE CHALLENGE	3,641,774	6/23/09	77/300,082	10/09/07	Registered
Leroy's Horse and Sports Place	Pick'em & Win	3,536,127	11/25/08	77/300,071	10/09/07	Registered
Leroy's Horse and Sports Place	LEROY'S	3,637,414	6/16/09	77/348,540	12/10/07	Registered
Leroy's Horse and Sports Place	LEROY'S LINE	3,452,890	6/24/08	77/303,367	10/12/07	Registered
Leroy's Horse and Sports Place	LEROY'S SPORTS HOUR!	3,466,373	6/15/08	77/303,278	10/12/07	Registered
American Wagering Inc.	AMERICAN WAGERING, INC.	3,589,844	3/17/09	77/349,529	12/11/07	Registered
Leroy's Horse and Sports Place	LEROYS SPORTS CLUB	3,452,850	6/24/08	77/300,091	10/09/07	Registered
Leroy's Horse and Sports Place	SURFIN' SIX	3,515,153	10/14/08	77/300,586	10/10/07	Registered
Leroy's Horse & Sports Place	LEROY'S	3,467,583	7/15/08	77/341,810	12/1/2007	Registered
American Wagering, Inc.	A	3,472,033	7/22/08	77/359,111	12/24/07	Registered
Leroy's Horse And Sports Place	LEROY'S	3,467,582	7/15/08	77/341,809	12/1/07	Registered
Leroy's Horse & Sports Place, Incorporated	LEROY'S HORSE & SPORTS	2,143,897	3/17/98	75/046,867	1/22/96	Renewed (Registered)

Loan Party	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
	PLACE					
Leroy's Horse & Sports Place, Incorporated	LEROY'S HORSE & SPORTS PLACE	2,148,537	4/7/98	75/039,843	1/3/96	Renewed (Registered)

B. Trademark Applications

Loan Party	Mark	Serial No.	Filing Date	Status
Leroy's Horse And Sports Place	MONEY TALKS INVITATIONAL	77/300,786	10/10/07	Pending