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
GameTech International, Inc		06/15/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	ONE EAST LIBERTY - MEZZANINE
Internal Address:	U.S. BANK NATIONAL ASSOCIATION COMMERCIAL BANKING- RENO
City:	RENO
State/Country:	NEVADA
Postal Code:	89501
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85428603	BINGO BOSS
Serial Number:	85515971	GAMETECH PHOENIX

CORRESPONDENCE DATA

Fax Number: 4082687522

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 408-268-6327

Email: kanderson@mofo.com, mjw2@mofo.com,

MMcdaniel@mofo.com

Correspondent Name: Lynn M. Humphreys
Address Line 1: Morrison & Foerster LLP

Address Line 2: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	61327-1

NAME OF SUBMITTER: Lynn Humphreys TRADEMARK

REEL: 004809 FRAME: 0780

CH \$65.00

900226865

Signature:	/Lynn. M. Humphreys/
Date:	06/27/2012

Total Attachments: 14

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TRADEMARK REEL: 004809 FRAME: 0781

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of June 15, 2011, by and between GameTech International, Inc., a Delaware Corporation (the "Debtor") and U.S. Bank National Association, a national banking association, in its capacity as agent for the Lenders, as defined in the Loan Agreement referred to below (in such capacity, together with any successor thereto, the "Agent").

The Debtor, the Agent and certain financial institutions are parties to that certain Loan Agreement dated as of August 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Prior Loan Agreement"). The Debtor, the Agent and the various lenders and other financial institutions from time to time party thereto (the "Lenders") have decided to enter into an Amended and Restated Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which constitutes an amendment to, and a complete restatement of, the Prior Loan Agreement. All debts, liabilities and obligations of the Debtor under and related to the Prior Loan Agreement continue as debts, liabilities and obligations of the Debtor under the Loan Agreement and the related Loan Documents, as defined in the Loan Agreement. Capitalized terms used in these recitals that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

GameTech Canada Corporation, an Nova Scotia unlimited liability company, GameTech Mexico S. de R.L. de C.V., a Mexico City corporation, and GameTech Arizona Corporation, an Arizona corporation (collectively, the "Guarantors"), and the Debtor executed and delivered to the Agent for the benefit of the Lenders, as defined in the Prior Loan Agreement, that certain Security Agreement dated as of August 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Prior Security Agreement"), securing the payment and performance of all of the Obligations, as defined therein.

The Debtor, the Guarantors and the Agent have entered into an Amended and Restated Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which constitutes an amendment to and complete restatement of the Prior Security Agreement.

The Debtor has executed and delivered to the Agent for the benefit of the Lenders that certain Intellectual Property Security Agreement dated August 22, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Prior IP Security Agreement"), securing the payment and performance of all of the Obligations, as defined therein.

In connection with the execution of the Loan Agreement, the Agent has required the Debtor to enter into this Agreement, which constitutes an amendment to and complete restatement of the Prior IP Security Agreement.

ACCORDINGLY, in consideration of the Lenders' execution and delivery of the Loan Agreement, the Debtor hereby agrees as follows:

1. Definitions; Interpretation.

- (a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.
- (b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"CIPO" means the Canadian Intellectual Property Office.

"Collateral" has the meaning set forth in Section 2.

"Obligations" means (i) the Obligations, as defined in the Loan Agreement, and (ii) each and every debt, liability and other obligation of every type and description arising under or in connection with the Guaranty or any of the other Loan Documents to which the Debtor is a party, which the Debtor may now or at any time hereafter owe to the Agent, any Lender or any indemnified party, whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it is direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several.

"PTO" means the United States Patent and Trademark Office.

- (c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by the Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. Without in any way limiting the Security Agreement, the Debtor hereby grants to the Agent, as security for the payment and performance of the Obligations, a security interest in, and a mortgage upon, all of the Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

- (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof;
- (ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the aforementioned properties and assets;
- (iv) all general intangibles and all intangible intellectual or other similar property of the Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (v) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.
- (b) Continuing Security Interest. The Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Loan Agreement and Security Agreement.

This Agreement has been entered into in conjunction with the security interests granted to the Agent under the Loan Agreement, the Security Agreement or other security documents referred

to therein. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties.

The Debtor represents and warrants to the Agent that:

- (a) Patents. A true and correct list of all of the existing Collateral consisting of patents and patent applications or registrations owned by the Debtor, in whole or in part, is set forth in Schedule A.
- (b) Trademarks. A true and correct list of all of the existing Collateral consisting of trademarks, trademark registrations or applications owned by the Debtor, in whole or in part, is set forth in Schedule B.

5. Further Acts.

On a continuing basis, and within ten (10) days after receipt of written request from the Agent, the Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or reasonably advisable or may be reasonably requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the CIPO or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO or the CIPO, at the expense of the Debtor. In addition, the Debtor authorizes the Agent to file financing statements describing the Collateral in any UCC or PPSA filing office deemed appropriate by the Agent. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify the Agent in a writing signed by the Debtor of the brief details thereof and grant to the Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Agent.

6. Authorization to Supplement.

If the Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, or any new trademarks, the provisions of this Agreement shall automatically apply thereto. The debtor shall give prompt notice in writing to the Agent with respect to any such new patent rights or new trademarks or renewal or extension of any trademark registration. Without limiting the Debtor's obligations under this Section 6, the Debtor authorizes the Agent to modify this Agreement by amending Schedule A or Schedule B (collectively, the "Schedules"), as the case may be, to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any Schedule shall in any way affect, invalidate

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or detract from the Agent's continuing security interest in all Collateral, whether or not listed on such Schedules.

7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, the Agent and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Nevada, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Nevada.

9. Entire Agreement; Amendment.

This Agreement, the Security Agreement and the Loan Agreement, together with the schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, the Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving the Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Agent under the Loan Agreement and the Security Agreement.

10. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or by electronic transmission of a PDF copy shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or by electronic transmission of a PDF copy shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination.

Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Agent (at the Debtor's expense) shall promptly execute and deliver to the Debtor such documents and instruments reasonably requested by the Debtor as shall be necessary to evidence termination of all such security interests given by the Debtor to

the Agent hereunder, including cancellation of this Agreement by written notice from the Agent to the PTO and the CIPO.

12. No Inconsistent Requirements.

The Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

15. Amendment and Restatement.

This Agreement amends, supersedes and restates in its entirety the Prior IP Security Agreement (as defined in the Recitals). This Agreement shall not constitute a novation of the Prior IP Security Agreement or any obligations thereunder. This Agreement does not evidence or effect a release or relinquishment of any Lien, or the priority thereof, granted under any Loan Document. All Liens granted under the Loan Documents shall continue pursuant to such documents and shall secure all Obligations defined and described herein.

Signature pages follow

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

GAMETECH INTERNATIONAL, INC.

By <u>C</u> Name

Title: Ofo/Treasurer

STATE OF NEVADA

COUNTY OF WASHOE

The foregoing instrument was acknowledged before me this 15 day of June, 2011, by ANDREW ROWNSON, the CFO/TREASURER of GameTech International, Inc., a Delaware corporation, on behalf of the corporation.

SARA FIANNACA
Notary Public
State of Nevada
Appt. No: 10-2114-2
Expires May 13, 2014

Notary Public

Signature Page to Amended and Restated Intellectual Property Security Agreement

U.S. BANK NATIONAL ASSOCIATION

Name: Vice President

STATE OF Minnesota)
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 4 day of June, 2011, by William J. Umahad the Vice President of U.S. Bank National Association, a national banking association, on behalf of the association.

Notary Public



PATENTS

PATENTS OWNED BY U.S. DEBTOR

Jurisdiction	TITLE	DATE FILED	SERIAL NUMBER	DATE ISSUED	PATENT NUMBER
U.S.	E-Ink Bingo Display	9/19/2007	11/857,935	N/A	N/A
U.S.	Multi-Line Poker Video Gaming Apparatus and Method	8/3/1999	09/366,088	11/27/2001	6,322,445
U.S.	Partition Keno Games	-7/30/1999	09/364,713	08/07/2001	6,270,407
U.S.	Method for Playing Video Games with Improved Player Interest	8/17/2005	11/205,664	09/02/2008	7,419,159
U.S.	Method for Playing Draw Poker	12/1/2005	11/292,934	10/06/2009	7,597,327
U.S.	Method for Playing Keno with Side Bets	1/21/2006	11/337,031	01/27/2009	7,481,706
U.S.	Method for Playing Keno with Increased Player Interest	6/20/2006	11/471,703		
U.S.	Method and Apparatus for RF Transmitter Layout in a Gaming Hall	9/13/2002	10/244,098	02/13/2007	7,175,529
CA	Method and Apparatus for RF Transmitter Layout in a Gaming Hall	9/15/2003	2,498,820,	NA.	NA
Great Britain	Method and Apparatus for RF Transmitter Layout in a Gaming Hall	9/15/2003	0505264.2	02/22/2006	2408951
U.S.	Method and Apparatus for Remote Game Device With Failure Failback and Restoration	9/13/2002	10/244;039	06/29/2004	6,755,742
CA	Method and Apparatus for Remote Game Device With Failure Fallback and Restoration	9/15/2003	2,498,789	N/A	N/A
Great Britain	Method and Apparatus for Remote Game Device With Fallure Fallback and Restoration	9/15/2003	0505271.7	01/18/2006	2409650
U.S.	Enhanced Process for Gaming Using Multiple Random Progressive Prize Opportunities and Bingo-Type of Gaming Products Thereby	2/2/2005	11/050,114	07/06/2010	7,749,066
CA	(Canada) Enhanced Process for Gaming Using Multiple Random Progressive Prize Opportunities and Bingo-Type of Gaming Products Thereby	2/2/2005	2;495,872	, N/A	<u>N</u> /A

U.S.	Enhanced Gaming System	12/23/2003	10/743,350	11/13/2007	7,294,056
U.S	Method and Apparatus and Computer Program Product for Enhanced Bingo Game		11/190,694		

Addendum to Exhibit A

Patents

Patents Owned by U.S. Debtor

Jurisdiction	TITLE	DATE	SERIAL	DATE	PATENT
Jurisaiction		FILED	NUMBER	ISSUED	NUMBER
U.S.	System, Method and	11/16/2010	12/947,426	N/A	N/A
	Computer Program Product				
	for Driving a Non-Bingo				
	Game's Progress Based on				
	a Bingo Call Outcome				

sf-3162912

TRADEMARK
REEL: 004809 FRAME: 0792

Exhibit B

TRADEMARKS

Registered U.S. Trademarks

	Trademark Name	Registration	Registration
Registered Owner	Control of the Contro	No.	C Date -
GameTech International, Inc.	ALLIRAK	2771606	10/7/2003
GameTech International, Inc.	ALLTRAK2	3180624	12/5/2006
GameTech International, Inc.	BINGO ENHANCED TABS SYSTEM	3166078	10/31/2006
GameTech International, Inc.	BLAZING QUARTERS	2973785	7/19/2005
GameTech International, Inc.	BOWLING FOR CASH	3301221	10/2/2007
GameTech International, Inc.	BOWLING FOR CASH	3188104	12/19/2006
GameTech International, Inc.	CADILLAC BINGO	2255964	6/22/1999
GameTech International, Inc.	CHAMPIONS EDGE	N/A	N/A
GameTech International, Inc.	CLUB 76	3248131	5/29/2007
GameTech International, Inc.	CRAZY PAYS	2462403	6/19/2001
GameTech International, Inc.	CRYSTAL BALL	3320058	10/23/2007
GameTech International, Inc.	DA CA\$H	N/A	N/A
GameTech International, Inc.	DECORATING FOR DOLLARS	3166605	10/31/2006
GameTech International, Inc.	DEMOLITION POKER	3354178	12/11/2007
GameTech International, Inc.	DIAMOND ELITE	2:904960	11/23/2004
GameTech International, Inc.	ELITE SERIES	3121388	7/25/2006
GameTech International, Inc.	EXPLORER	N/A	N/A
GameTech International, Inc.	FIRESTAR	3098946	5/30/2006
GameTech International, Inc.	GAMBLER'S EDGE POKER	3399985	3/18/2008
GameTech International, Inc.	GAMETECH	3006830	10/18/2005
GameTech International, Inc.	GAMETECH (Plus Design)	2927142	2/22/2005
GameTech International, Inc.	GAMETECH ARIZONA CORPORATION	3226602	4/10/2007
GameTech International, Inc.	GAMETECH EDGE BINGO SYSTEM	N/A	N/A
GameTech International, Inc.	GAMETECH ELITE	3450111	6/17/2008
GameTech International, Inc.	GAMETECH MINI	3395527	3/11/2008
GameTech International, Inc.	HIGH COUNTRY MONTANA POKER	1862620	11/15/1994
GameTech International, Inc.	HOT FLUSH	2974454	7/19/2005
GameTech International, Inc.	JOKERS JACKPOT	2958691	5/31/2005
GameTech International, Inc.	JUKEBOX JUNGLE	2489282	9/11/2001
GameTech International, Inc.	MEGA PLEX	3137136	8/29/2006
GameTech International, Inc.	MINER'S TREASURE	3218955	3/13/2007
GameTech International, Inc.	MONTANA CHOPPERS	3086646	4/25/2006
GameTech International, Inc.	MONTANA POKER II	1862386	11/15/1994
GameTech International, Inc.	NEVADA CLASSIC	3002701	9/27/2005
GameTech International, Inc.	PAYLINE POKER	3266658	7/17/2007
GameTech International, Inc.	PAYLINE POKER!	3953221	5/3/2011
GameTech International, Inc.	PAY-N-PLAY (2nd Filing)	3099912	6/6/2006
GameTech International, Inc.	PENNY POWER	2464339	6/26/2001

GameTech International, Inc.	PETER JACOBSEN CHALLENGE KENO	3013698	11/8/2005
GameTech International, Inc.	PLAYERS ZONE	3149908	9/26/2006
GameTech International, Inc.	POKER DOGS	3528354	11/4/2008
GameTech International, Inc.	RAGING RUBIES	3077758	4/4/2006
GameTech International, Inc.	ROYAL PAYS	2464356	6/26/2001
GameTech International, Inc.	ROYAL TOUCH	2269747	8/10/1999
GameTech International, Inc.	SANDS OF TIME	2833210	4/13/2004
GameTech International, Inc.	SPIES	3225793	4/3/2007
GameTech International, Inc.	SPILL OVER	3450244	6/17/2008
GameTech International, Inc.	SUNKEN TREASURE	3002700	9/27/2005
GameTech International, Inc.	TED (Assigned from Bingo Card Minder Corp.)	2076334	7/1/1997
GameTech International, Inc.	TED2C	2901479	11/9/2004
GameTech International, Inc.	THE ELECTRONIC DAUBER*	2:127889	1/6/1998
GameTech International, Inc.	TRACKER	3374163	1/22/2008
GameTech International, Inc.	TRAVELER	2979232	7/26/2005
GameTech International, Inc.	TREASURE HUNT KENO	2:447002	4/24/2001
GameTech International, Inc.	WILD BIKER	3086724	4/25/2006
GameTech International, Inc.	WILD WIDOW POKER	2483049	4/28/2001

Registered Canadian Trademarks

Registered Owner	Trademark Name	Registration No.	Registration Date
GameTech International	ALLTRAK	622,297	10/8/2004
GameTech International	DIAMOND BINGO	616,398	8/6/2004
GameTech International	DIAMOND ELITE	641,889	6/13/2005
GameTech International	DIAMOND PLUS BINGO	669,211	8/2/2006
GameTech International	DIAMOND PRO	642,034	6/15/2005
GameTech International	DIAMOND TED	TMA563185	6/7/2002
GameTech International	DIAMOND VIP	641,970	6/14/2005
GameTech International	GAMETECH	679,133	1/9/2007
	GAMETECH	×	
GameTech International	(Plus Design)	673,830	9/26/2006
GameTech International	TED	635,592	3/17/2005
GameTech International	TED2C	668,879	7/28/2006
	THE BINGO PLAYERS		
GameTech International	CHOICE	563,224	6/10/2002

Registered Norway Trademarks

Registered Owner	Trademark Name	Registration No.	Registration Date
GameTech International, Inc.	GAMETECH (Plus Design)	220429	Active
GameTech International, Inc.	TED	220428	Active

Addendum to Exhibit B

TRADEMARKS

Other U.S. Trademark Applications

Registered Owner	Trademark Name	Application No.	Application Date
GameTech International, Inc.	GAMETECH PHOENIX	85515971	1/13/2012
GameTech International, Inc.	BINGO BOSS	85428603	9/21/2011

sf-3162912

RECORDED: 06/27/2012

TRADEMARK REEL: 004809 FRAME: 0795