

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGS LLC		08/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT		
Street Address:	677 WASHINGTON BOULEVARD		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	A BRANCH, REGISTERED BY THE STATE OF CONNECTICUT, UNITED STATES OF AMERICA, OF A SWISS BANKING CORPORATION: UNITED STATES		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Serial Number:	85133852	99 BOTTLES OF BEER ON THE WALL	
Serial Number:	85194666	99 BOTTLES OF BEER	
Serial Number:	85333748	\$10,000 QUESTION	
Serial Number:	85333759	\$100,000 QUESTION	
Serial Number:	77484255	AGS	
Serial Number:	77811552	ALIEN'S WILD	
Serial Number:	85298826	AMERICAN CELEBRATION	
Serial Number:	85114035	AMERICAN GAMING SYSTEMS	
Serial Number:	85399660	AMERICAN REVOLUTION	
Serial Number:	77707780	BANK VAULT	
Serial Number:	85399652	BLACKBEARD'S TREASURE	
Serial Number:	85504835	CARIBBEAN PEARLS	
Serial Number:	85299954	COURT JESTER	

OP \$1190.00 85133852

Serial Number:	76671595	COVER ALL BINGO
Serial Number:	76663113	DIAMOND LOTTO
Serial Number:	76663194	DIAMOND LOTTO
Serial Number:	77708325	DOUBLIN' MONEY
Serial Number:	76629643	DRAGONS 8'S
Serial Number:	85318837	DRIVE-IN ROUTE 77
Serial Number:	85251121	EVENING IN PARIS
Serial Number:	85581962	FIERY 7'S
Serial Number:	85577995	FREEDOM 7'S
Serial Number:	85225430	GAMBLER'S CHOICE
Serial Number:	77708402	GOLDEN EMPIRES
Serial Number:	85251116	GOLDEN PANDA
Serial Number:	77784485	JESTER PARTY
Serial Number:	85526549	LOCK & BUMP
Serial Number:	76647887	LUCKY LOTTO
Serial Number:	85399644	MAKIN' BANK
Serial Number:	77766842	MARTINI GIRLS
Serial Number:	85313772	MELODIE AND THE COOL CATZ
Serial Number:	85298048	MILLION DOLLAR QUESTION
Serial Number:	85570941	MONEY POP
Serial Number:	76663188	MOUSE GAME
Serial Number:	76663115	MOUSE GAME
Serial Number:	85401337	PAY IT AGAIN POKER
Serial Number:	85570945	PERSIAN RICHES
Serial Number:	85301133	PIGS ON THE RUN
Serial Number:	77784078	ROAD OF FIRE
Serial Number:	85251128	ROADRUNNER
Serial Number:	85399662	ROMAN TREASURES
Serial Number:	76636981	ROYAL REELS
Serial Number:	76663116	ROYAL REELS
Serial Number:	77479439	SECRET JACKPOT
Serial Number:	85512024	SHAMROCK FORTUNE
Serial Number:	85399666	THE GREAT WEST
Serial Number:	85251107	TROPICAL HIDEAWAY

Fax Number: 7147558290

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

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038266-0233
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/kja/
Date:	09/10/2012

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 15, 2012, by AGS LLC, a Delaware limited liability company, and AGS CAPITAL, LLC, a Delaware limited liability company (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of UBS AG, STAMFORD BRANCH, 677 Washington Boulevard, Stamford, Connecticut 06901, Attention: Banking Product Services, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of August 15, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, 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 in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks;
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property); and
- (d) all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

AGS LLC

By: 
Name: ROBERT L MIODOVASSICH
Title: CEO

AGS CAPITAL, LLC

By: 
Name: ROBERT L MIODOVASSICH
Title: CEO

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: May E. Evans
Name:

Title:

May E. Evans
Associate Director
Banking Products
Services, US

By: David Urban
Name:

Title:

David Urban
Associate Director
Banking Products
Services, US

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004858 FRAME: 0065

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS:

Registrations:

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
AGS LLC	99 Bottles of Beer on the Wall	85/133852	9/20/2010	n/a	n/a
AGS LLC	99 Bottles of Beer	85/194666	12/9/10	n/a	n/a
AGS LLC	\$10,000 Question	85/333748	5/31/2011	n/a	n/a
AGS LLC	\$100,000 Question	85/333759	5/31/2011	n/a	n/a
AGS LLC	AGS	77/484255	5/27/2008	3677524	9/1/2009
AGS LLC	Alien's Wild	77/811552	8/24/2009	3978765	6/14/2011
AGS LLC	American Celebration	85/298826	4/19/2011	4176765	7/17/2012
AGS LLC	American Gaming Systems	85/114035	8/23/2010	4001394	7/26/2011
AGS LLC	American Revolution	85/399660	8/16/2011	n/a	n/a
AGS LLC	Bank Vault	77/707780	4/6/2009	4047361	11/1/2011
AGS LLC	Blackbeard's Treasure	85/399652	8/16/2011	n/a	n/a
AGS LLC	Caribbean Pearls	85/504835	12/28/2011	n/a	n/a
AGS LLC	Court Jester	85/299954	4/20/2011	n/a	n/a
AGS LLC	Cover All Bingo and Design	76/671595	1/22/2007	3337794	11/20/2007
AGS LLC	Diamond Lotto	76/663113	7/17/2006	3337717	11/20/2007
AGS LLC	Diamond Lotto and Design	76/663194	7/17/2006	3337721	11/20/2007
AGS LLC	Doublin' Money	77/708325	4/7/2009	4070992	12/13/2011
AGS LLC	Dragon's 8	76/629643	1/27/2005	3468432	7/15/2008
AGS LLC	Drive-In Route 77	85/318837	5/12/2011	4169122	7/3/2012
AGS LLC	Evening In Paris	85/251121	2/24/2011	4068648	12/6/2011
AGS Capital, LLC	Fast Tek	78/375646	2/27/2004	3048760	1/24/2006
AGS LLC	Fiery 7's	85/581962	3/28/2012	n/a	n/a

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
AGS LLC	Freedom 7's	85/577995	3/23/2012	n/a	n/a
AGS LLC	Gambler's Choice	85/225430	1/25/2011	n/a	n/a
AGS LLC	Golden Empires	77/708402	4/7/2009	3933253	3/22/2011
AGS LLC	Golden Panda	85/251116	2/24/2011	4068647	12/6/2011
AGS LLC	Jester Party	77/784485	7/20/2009	3948516	4/19/2011
AGS LLC	Lock & Bump	85/526549	1/26/2012	n/a	n/a
AGS LLC	Lucky Lotto	76/647887	10/3/2005	3219273	3/20/2007
AGS LLC	Makin' Bank	85/399644	8/16/2011	n/a	n/a
AGS LLC	Martini Girls	77/766842	6/24/2009	3897818	12/28/2010
AGS LLC	Melodie and the Cool Catz	85/313772	5/5/2011	n/a	n/a
AGS LLC	Million Dollar Question	85/298048	4/18/2011	n/a	n/a
AGS LLC	Money Pop	85/570941	3/15/2012	n/a	n/a
AGS LLC	Mouse Game	76/663188	7/17/2006	3337720	11/20/2007
AGS LLC	Mouse Game and Design	76/663115	7/17/2006	3337718	11/20/2007
AGS LLC	Pay It Again Poker	85/401337	8/18/2011	4121751	4/3/2012
AGS LLC	Persian Riches	85/570945	3/15/2012	n/a	n/a
AGS LLC	Pigs On The Run	85/301133	4/11/2011	4172733	7/20/2012
AGS LLC	Road of Fire	77/784078	7/17/2009	3948514	4/19/2011
AGS LLC	Roadrunner	85/251128	2/24/2011	n/a	n/a
AGS LLC	Roman Treasures	85/399662	8/16/2011	n/a	n/a
AGS LLC	Royal Reels (stylized)	76/636981	4/25/2005	3161386	10/24/2006
AGS LLC	Royal Reels and Design	76/663116	7/17/2006	3337719	11/20/2007
AGS LLC	Secret Jackpot	77/479439	5/20/2008	3677509	9/1/2009
AGS LLC	Shamrock Fortune	85/512024	1/9/2012	n/a	n/a
AGS LLC	The Great West	85/399666	8/16/2011	n/a	n/a
AGS LLC	Tropical Hideaway	85/251107	2/24/2011	4068646	12/6/2011

OTHER TRADEMARKS:

Registrations:

<u>Owner</u>	<u>Serial Number</u>	<u>Country / State</u>	<u>Trademark</u>
AGS LLC	Reg. No. TMA792296	Canada	<u>Bank Vault</u>
AGS LLC	Reg. No. TMA792297	Canada	<u>Golden Empires</u>
AGS LLC	Reg. No. TMA792298	Canada	<u>Liberty 7's</u>
AGS LLC	Reg. No. 114864	California	RED, WHITE & BLUE 7'S
AGS LLC	Reg. No. TMA792301	Canada	<u>Wacky Wheelz</u>