

04/19/2013

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103657483 ET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

WagerWorks, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/13/2002

- Assignment
- Security Agreement
- Other Corrective Cover Sheet(see attached
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: B III Capital Partners

Street Address: 141 Linden St., Suite S-4

City: Wellesley

State: MASSACHUSETTS

Country: _____ Zip: 02482-7910

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

76/135,212

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

THE NEWLYWED GAME

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sana Hakim c/o K&L Gates LLP

Internal Address: _____

Street Address: P.O. Box 1135

City: Chicago

State: IL Zip: 60690-1135

Phone Number: 312-807-4350

Docket Number: _____

Email Address: chicago.trademarks@klgates.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Sana Hakim
Signature

4-19-13
Date

SANA HAKIM
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005012 FRAME: 0968

RF 900249636 4/19/13

PTAS# 900249636

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
SUPPLEMENT**

Section 2: Name and Address of Receiving Party

Additional Name:

Berg and Berg Enterprises, LLC
10050 Bandlely Drive
Cupertino, CALIFORNIA 95014
Limited Liability Company: California

Section 3: Nature of Conveyance:

Corrective Assignment to correct application number 76/135,215 previously recorded on Reel 002764 Frame 0866.

AFFIDAVIT FOR TRADEMARK REGISTRATION NO. 2,817,798

I, Sana Hakim, declare and state as follows:

1. I am an attorney for International Game Technology.
2. On December 13, 2002, an Intellectual Property Security Agreement ("Security Agreement") was entered into by WagerWorks, Inc., a Delaware corporation, in favor of B III Capital Partners, a Delaware limited partnership, and Berg & Berg Enterprises, a California limited liability company. The conveyance language appears in Section I Grant of Security: "The Debtor hereby grants to the Lenders a security interest in and to all of the Debtor's right, title and interest in and to the following . . . (ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto . . . together with the goodwill appurtenant to such Trademarks."
3. Listed in Schedule B of the Security Agreement was the trademark THE NEWLYWED GAME with a filing date of 9/25/00 and Serial No. 76/135,215.
4. The serial number for THE NEWLYWED GAME contains a typographical error. The serial number incorrectly identifies the word mark ATOS owned by Renaissance Learning, Inc. with Registration No. 2,817,798 (the "ATOS Mark").
5. On June 26, 2003, a copy of the Security Agreement with Schedule B was recorded at the U.S. Patent and Trademark Office. Subsequently, the Security Agreement was recorded against the ATOS Mark at Reel/Frame 2764/0866 for Registration No. 2,817,798.
6. International Game Technology purchased WagerWorks, Inc., now known as IGT Interactive, Inc., a Delaware corporation, on August 25, 2005.
7. On March 1, 2007, I filed the Release by Security Party documents on behalf of WagerWorks, Inc.
8. I attest that the June 26, 2003 recordation against the ATOS Mark was the result of a typographical error. At no time did B III Capital Partners or Berg & Berg Enterprises have a security interest in the ATOS Mark, Serial No. 76/135,215. The ATOS Mark was never owned by WagerWorks, Inc. or International Game Technology.
9. A copy of the June 26, 2003 Notice of Recordation with changes marked is attached as Exhibit A. In Schedule B, in place of Serial No. 76/135,215, the correct serial number should be listed as 76/135,212 for THE NEWLYWED GAME.
10. On behalf of International Game Technology, I hereby request that the Security Agreement be removed from the U.S. Patent and Trademark Office records for the ATOS Mark, Serial No. 76/135,215.

EXHIBIT A

06-26-2003

Resulm

Document ID No.: 102349213

Form PTO-1594 (Rev. 03/01)

6-24-03

RECOI TR



102483994

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

WagerWorks, Inc.

2339 Third Street, Fourth Floor, San Francisco CA 94107

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: B III Capital Partners

Internal Address: c/o DDJ Capital Management

Street Address: 141 Linden St., Suite S-4

City: Wellesley State: MA Zip: 02482-7910

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: 12/13/02

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/108,406

B. Trademark Registration No.(s)
2,556,324

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patrice A. King, Esq.

Internal Address: Goodwin Procter LLP

Street Address: 7 Becker Farm Road

City: Roseland State: NJ Zip: 07068

6. Total number of applications and registrations involved:

49

7. Total fee (37 CFR 3.41) \$ 1240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-0923

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patrice A. King, Esq.

Name of Person Signing

Patrice A. King
Signature

6-19-03
Date

Total number of pages including cover sheet, attachments, and document: 19

06/26/2003 EDOOPER 00000038 060923 76108406

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 DA
02 FC:8522 1208.00 DA

TRADEMARK
REEL: 002764 FRAME: 0866

TRADEMARK
REEL: 005012 FRAME: 0973

TRADEMARK RECORDATION FORM COVER SHEET (Page 2)

Continuation of Item (2): Additional Name and Address of Receiving Parties:

Name: Berg and Berg Enterprises, LLC,
Entity: California Limited Liability Company
Street Address: 10050 Bandle Drive
City: Cupertino
State: CA
ZIP: 95014

LIBNJ/1113225.1

TRADEMARK
REEL: 002764 FRAME: 0867

TRADEMARK
REEL: 005012 FRAME: 0974

SCHEDULE B: TRADEMARKS

Trademark Name	Filing Date	Registration/Serial No.
WagerWorks	8/11/00	76108406 - CITED ON RECORDATION COVER SHEET
WagerWare	8/11/00	76107793
Five Play Poker	7/18/00	76092081
Fifty Play Poker	11/29/00	76172196
Spin Poker	11/6/98	75584591
Millionaire Poker	1/14/00	75897112
Multi-Draw	7/28/98	75526659
Flexplay Poker	2/16/00	75921076
Triple Play Keno	3/20/00	76003826
Chase the Royal	12/4/00	76174479
Arabian Riches	12/10/97	2556324 - CITED ON RECORDATION COVER SHEET
Banana-Rama Deluxe	5/15/97	2232858
3 Reel Hold Up	9/13/99	75797790
Phantom Belle	11/06/95	2072704
Phantom Belle Playoff	11/06/95	2072704
Lucky Draw	7/14/98	75518750
Multi-Draw	7/28/98	75526659
Top Hat 21	7/3/97	2224800
Krazy Keno	7/23/96	2104302
Hitsville	9/28/99	75810779
Riddle of the Sphinx	3/18/97	2241722
Strike it Rich	11/06/95	2341598
Buccaneer Gold	4/23/97	2259842
Fort Knox	11/6/95	2143114
Eureka!	7/30/98	2369320
Big Win	3/30/98	75459372
King Putt	9/3/99	75794604
Sunken Treasure	3/30/98	75459547
Cash Cruise	8/4/99	75767891
Stock Cards	5/13/99	75705895
Lady of Fortune	5/15/97	2241933
Silver Bell Express	8/13/98	75536424
Win-O-Matic	7/23/96	2098386
Dazzling Diamonds	7/23/96	2157510

LIBC/1647071.2

TRADEMARK
REEL: 002764 FRAME: 0868

TRADEMARK
REEL: 005012 FRAME: 0975

Trademark Name	Filing Date	Registration/Serial No.
Star Spangled Keno	6/17/97	2094973
Ancient Temple of Money	12/10/97	75403304
The Price Is Right	8/17/01	2576068
Card Sharks	11/27/00	76171396
Press Your Luck	11/27/00	76171362
Wheel of Fortune	8/18/88	1542716
Jeopardy!	4/24/87	1524684
The Gong Show	9/25/00	76135209
The Newlywed Game	9/25/00	76135215 76135212
Reel'em In	10/16/95	2008263
Filthy Rich	5/19/97	2237570
Boom	10/28/97	2296684
Jackpot Stampede	7/7/97	75320448
Jackpot Party	12/9/97	2283967
Instant Winner	8/18/97	75342751

1/9/13
SAT

01-28-2003

Form PTO-1594 (Rev. 10/02) OMP No. 0651-0027 (exp. 6/30/2005) Tab settings



102849213

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 1-22-03 WagerWorks, Inc. 2339 Third Street, Fourth Floor San Francisco, CA 94107

2. Name and address of receiving party(ies) Name: B III Capital Partners Internal Address: c/o DDJ Capital Management Street Address: 141 Linden St., Suite S-4 City: Wellesley State: MA Zip: 02482-7910

3. Nature of conveyance: [X] Security Agreement [] Merger [] Change of Name Execution Date: 12/13/2002

[X] Limited Partnership Delaware [] Corporation-Stat. [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/108,406

B. Trademark Registration No.(s) 2,556,324

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kristen A. Papathomas Internal Address: Street Address: Goodwin Procter, LLP 7 Becker Farm Road City: Roseland State: NJ Zip: 07068

6. Total number of applications and registrations involved: 49 7. Total fee (37 CFR 3.41): \$ 1240.00 [X] Authorized to be charged to deposit account 8. Deposit account number: 06-0923

DO NOT USE THIS SPACE

9. Signature. Kristen A. Papathomas Name of Person Signing Signature Date 01/13/2003

Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/27/2003 LUPELLER 00000045 060923 76108404 01 FC:8521 02 FC:8522 40.00 CH 1200.00 CH

TRADEMARK REEL: 002764 FRAME: 0870

TRADEMARK REEL: 005012 FRAME: 0977

TRADEMARK RECORDATION FORM COVER SHEET (Page 2)

Continuation of Item (2): Additional Name and Address of Receiving Parties:

Name: Berg and Berg Enterprises, LLC,
Entity: California Limited Liability Company
Street Address: 10050 Bandley Drive
City: Cupertino
State: CA
ZIP: 95014

LIBNJ/1113225.1

TRADEMARK
REEL: 002764 FRAME: 0871

TRADEMARK
REEL: 005012 FRAME: 0978

SCHEDULE B: TRADEMARKS

Trademark Name	Filing Date	Registration/Serial No.
WagerWorks	8/11/00	76108406 - CITED ON RECORDATION COVER SHEET
WagerWare	8/11/00	76107793
Five Play Poker	7/18/00	76092081
Fifty Play Poker	11/29/00	76172196
Spin Poker	11/6/98	75584591
Millionaire Poker	1/14/00	75897112
Multi-Draw	7/28/98	75526659
Flexplay Poker	2/16/00	75921076
Triple Play Keno	3/20/00	76003826
Chase the Royal	12/4/00	76174479
Arabian Riches	12/10/97	2556324 - CITED ON RECORDATION COVER SHEET
Banana-Raima Deluxe	5/15/97	2232858
3 Reel Hold Up	9/13/99	75797790
Phantom Belle	11/06/95	2072704
Phantom Belle Playoff	11/06/95	2072704
Lucky Draw	7/14/98	75518750
Multi-Draw	7/28/98	75526659
Top Hat 21	7/3/97	2224800
Krazy Keno	7/23/96	2104302
Hitsville	9/28/99	75810779
Riddle of the Sphinx	3/18/97	2241722
Strike it Rich	11/06/95	2341598
Buccaneer Gold	4/23/97	2259842
Fort Knox	11/6/95	2143114
Eureka!	7/30/98	2369320
Big Win	3/30/98	75459372
King Putt	9/3/99	75794604
Sunken Treasure	3/30/98	75459547
Cash Cruise	8/4/99	75767891
Stock Cards	5/13/99	75705895
Lady of Fortune	5/15/97	2241933
Silver Bell Express	8/13/98	75536424
Win-O-Matic	7/23/96	2098386
Dazzling Diamonds	7/23/96	2157510

TRADEMARK
REEL: 002764 FRAME: 0872

TRADEMARK
REEL: 005012 FRAME: 0979

Trademark Name	Filing Date	Registration/Serial No.
Star Spangled Keno	6/17/97	2094973
Ancient Temple of Money	12/10/97	75403304
The Price Is Right	8/17/01	2576068
Card Sharks	11/27/00	76171396
Press Your Luck	11/27/00	76171362
Wheel of Fortune	8/18/88	1542716
Jeopardy!	4/24/87	1524684
The Gong Show	9/25/00	76135209
The Newlywed Game	9/25/00	76135215
Reel'em In	10/16/95	2008263
Filthy Rich	5/19/97	2237570
Boom	10/28/97	2296684
Jackpot Stampede	7/7/97	75320448
Jackpot Party	12/9/97	2283967
Instant Winner	8/18/97	75342751

76135212 / 8/13
867

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 13, 2002, is made by WagerWorks, Inc. a Delaware corporation (the "Debtor"), in favor of B III Capital Partners, a Delaware limited partnership, and Berg & Berg Enterprises a California limited liability company (collectively, the "Lenders").

WHEREAS, the Debtor has entered into the Note Purchase Agreement dated as of December 13, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") with the Lenders from time to time parties thereto. Terms defined in the Note Purchase Agreement and not otherwise defined herein are used herein as defined in the Note Purchase Agreement.

WHEREAS, in connection with the Closing under the Note Purchase Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor to the Lenders dated as of December 13, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Lenders, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Lenders a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"): :

(i) The United States patents, patent applications; and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by the Debtor to the Lenders from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the

Debtor to the Lenders from time to time), (the "Trademarks") together with the goodwill appurtenant to such Trademarks;

(iii) The copyrights, United States copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Lenders from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Collateral" does not include any license or contract rights or any other property to the extent (i) the granting of a security interest in it would be contrary to applicable law, or (ii) that such rights or property are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law) without the consent of the licensor or other party (but only to the extent such consent has not been obtained).

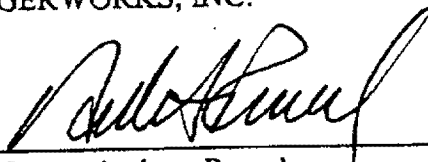
SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lenders with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WAGERWORKS, INC.

By: 
Name: Andrew Pascal
Title: Chief Executive Officer

Address for Notices:

WagerWorks, Inc.
2339 Third Street
Fourth Floor
San Francisco, CA 94017
Attention: Andrew Pascal

with a copy to:

Gray Cary Ware & Freidenrich LLP
400 Hamilton Avenue
Palo Alto, CA 94301
Telecopier No. (650) 833-2001
Attention: James M. Koshland

January 22, 2003

Via Express Mail

Commissioner of Patents and Trademarks
BOX Assignments
Washington, DC 20231

Re: Recordation of Security Agreement in favor of B III Capital Partners, LP and Berg and Berg Enterprises LLC

Dear Commissioner of Patents and Trademarks:

Enclosed please find the following:

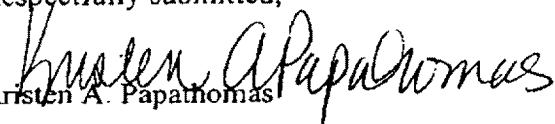
1. an original executed Security Agreement dated December 13, 2002 granted by WagerWorks, Inc (the "Borrower"), in favor of B III Capital Partners, LP and Berg and Berg Enterprises LLC (the "Lenders");
2. a Trademark Recordation Cover Sheet with attachments; and
3. a Patent Recordation Cover Sheet with attachments.

Please separately record this Security Agreement against the records of the Trademark Office for the trademarks listed on the Trademark Recordation Cover Sheet and attachment and against the records of the Patent Office for the Patents listed on the Patent Recordation Cover Sheet, thereby preventing the patent application information contained therein from becoming public record upon recordation.

Additionally, please also find two return postcards – one for Trademarks and one for Patents.

The fee of \$1,840.00 for filing and recording the Security Agreement (reflecting \$600.00 for Patent recordation fees and \$1,240 for Trademark recordation fees) in addition to any amounts due in excess of the aforementioned amount, should be charged against the Goodwin Procter LLP Deposit Account No. 06-0923. Any questions relating to the enclosed information may be directed to the undersigned.

Respectfully submitted,


Kristen A. Papathomas

Encls.

LIBNJ/1113227.1

TRADEMARK
REEL: 002764 FRAME: 0877

TRADEMARK
REEL: 005012 FRAME: 0984

June 19, 2003

Via First Class Mail

U.S. Patent and Trademark Office
Assignment Division
Box ASSIGNMENTS
CG-4
1213 Jefferson Hwy, Suite 320
Washington, DC 20231

Attn: Shareill Coles, Examiner

Re: Intellectual Property Security Agreement
Document ID No.: 102349213
Ser. No.: 76/108,406 et al

Dear Ms. Coles:

We have received the Notice of Non-Recordation of Document(copy enclosed) for the above-identified Intellectual Property Security Agreement.

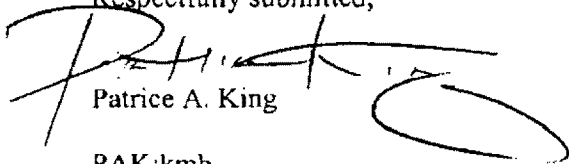
Please note that we have made an error with respect to the last trademark serial number identified on the Schedule of Trademarks. In this regard, we enclose a Recordation Cover Sheet with attached Schedule of Trademarks which identifies the correct serial number and a copy of the original Intellectual Property Security Agreement and attached documents.

The filing fee of \$1240.00 associated with the recordation of the Assignment, and any amounts due in excess of the filing fee, may be charged against the Goodwin Procter LLP Deposit Account No. 06-0923. A copy of this letter is enclosed.

Kindly stamp and return the enclosed post card.

Any questions relating to the enclosed information may be directed to the undersigned. Thank you for your assistance with this matter.

Respectfully submitted,



Patrice A. King

PAK:kmb
Enclosures

LIBNY/4224042.1

TRADEMARK
REEL: 002764 FRAME: 0878

TRADEMARK
REEL: 005012 FRAME: 0985

June 19, 2003

Via First Class Mail

U.S. Patent and Trademark Office
Assignment Division
Box ASSIGNMENTS
CG-4
1213 Jefferson Hwy, Suite 320
Washington, DC 20231

Attn: Shareill Coles, Examiner

Re: Intellectual Property Security Agreement
Document ID No.: 102349213
Ser. No.: 76/108,406 et al

Dear Ms. Coles:

We have received the Notice of Non-Recordation of Document(copy enclosed) for the above-identified Intellectual Property Security Agreement.

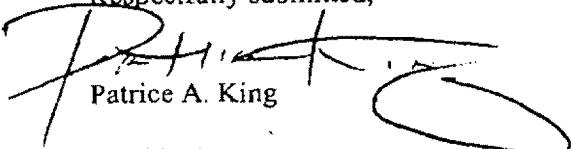
Please note that we have made an error with respect to the last trademark serial number identified on the Schedule of Trademarks. In this regard, we enclose a Recordation Cover Sheet with attached Schedule of Trademarks which identifies the correct serial number and a copy of the original Intellectual Property Security Agreement and attached documents.

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Kindly stamp and return the enclosed post card.

Any questions relating to the enclosed information may be directed to the undersigned. Thank you for your assistance with this matter.

Respectfully submitted,



Patrice A. King

PAK:kmb
Enclosures

LIBNY/4224042.1

TRADEMARK
REEL: 002764 FRAME: 0879

TRADEMARK
REEL: 005012 FRAME: 0986

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 13, 2002, is made by WagerWorks, Inc. a Delaware corporation (the "Debtor"), in favor of B III Capital Partners, a Delaware limited partnership, and Berg & Berg Enterprises a California limited liability company (collectively, the "Lenders").

WHEREAS, the Debtor has entered into the Note Purchase Agreement dated as of December 13, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") with the Lenders from time to time parties thereto. Terms defined in the Note Purchase Agreement and not otherwise defined herein are used herein as defined in the Note Purchase Agreement.

WHEREAS, in connection with the Closing under the Note Purchase Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor to the Lenders dated as of December 13, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Lenders, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Lenders a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"): :

(i) The United States patents, patent applications; and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by the Debtor to the Lenders from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the

Debtor to the Lenders from time to time), (the "Trademarks") together with the goodwill appurtenant to such Trademarks;

(iii) The copyrights, United States copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Lenders from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Collateral" does not include any license or contract rights or any other property to the extent (i) the granting of a security interest in it would be contrary to applicable law, or (ii) that such rights or property are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law) without the consent of the licensor or other party (but only to the extent such consent has not been obtained).

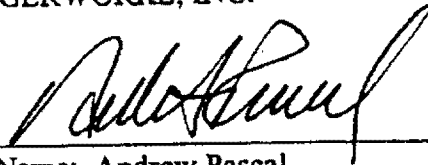
SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lenders with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WAGERWORKS, INC.

By: 
Name: Andrew Pascal
Title: Chief Executive Officer

Address for Notices:

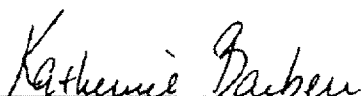
WagerWorks, Inc.
2339 Third Street
Fourth Floor
San Francisco, CA 94017
Attention: Andrew Pascal

with a copy to:

Gray Cary Ware & Freidenrich LLP
400 Hamilton Avenue
Palo Alto, CA 94301
Telecopier No. (650) 833-2001
Attention: James M. Koshland

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service, as First Class Mail, postage pre-paid on June 19, 2003, and is addressed to: U.S. Patent and Trademark Office, Assignment Division, BOX ASSIGNMENTS, CG-4, Washington, D.C., 20231.



Katherine Barberi

LIBNJ/1072774.1

RECORDED: 06/24/2003

TRADEMARK
REEL: 002764 FRAME: 0883

RECORDED: 03/15/2013

TRADEMARK
REEL: 005012 FRAME: 0990