

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Leap Forward Gaming, Inc.		05/03/2013	CORPORATION: NEVADA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Macquarie US Trading LLC
<b>Street Address:</b>	225 West Washington Street, 21st Floor
<b>Internal Address:</b>	c/o Cortland Capital Market Services LLC
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 11</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	3922979	SAFFARINET
<b>Registration Number:</b>	4001192	LEAP FORWARD GAMING
<b>Registration Number:</b>	4072839	LEAP FORWARD
<b>Registration Number:</b>	4172219	SHAHRAZAD
<b>Serial Number:</b>	85091440	SMARTCANDLE
<b>Serial Number:</b>	85142582	SMARTFLOOR
<b>Serial Number:</b>	85159487	PLAYPAL
<b>Serial Number:</b>	85552308	PATRONEDGE
<b>Serial Number:</b>	85887901	PATRON DISPLAY INTERFACE
<b>Serial Number:</b>	85888236	PDI PATRON DISPLAY INTERFACE
<b>Serial Number:</b>	85887841	SMARTTABLE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	7147558290

OP \$290.00 3922979

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

Phone: 714-540-1235  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, Suite 2000  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	051226-0007
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	05/07/2013

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, extended, supplemented, reaffirmed or otherwise modified from time to time, this “IP Security Agreement”) dated as of May 3, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of MACQUARIE US TRADING LLC, in its capacity as agent on behalf of the Lenders party to the Loan Agreement (defined below) (together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, Leap Forward Gaming, Inc., a Nevada corporation (the “Borrower”), is a party to that certain Loan Agreement dated as of the date hereof (as amended, restated, extended, supplemented, reaffirmed or otherwise modified from time to time, the “Loan Agreement”), by and among the Borrower, the Agent and the Lenders from time to time party thereto. Capitalized terms used herein that are defined in the Loan Agreement and not otherwise defined in this IP Security Agreement shall have the meanings defined for those terms in the Loan Agreement or, if not defined therein, in the UCC. Additionally, any terms used herein, whether or not capitalized, that have meaning ascribed thereto in the UCC shall be given such meanings unless expressly provided to the contrary. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

WHEREAS, pursuant to the Loan Agreement, Borrower, Agent and each of the other Grantors have executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors in favor of the Agent for the benefit of the Lenders (as amended, restated, extended, supplemented, reaffirmed or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the benefit of the Lenders a security interest in, and continuing Lien on, all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter acquired (the “Collateral”):

- (i) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, the “Patent(s)”), now owned or hereafter acquired by such Grantor including, without limitation, (i) the patents and patent applications set forth on Schedule A – Part I attached hereto, and (ii) all inventions and improvements described therein;
- (ii) all agreements, licenses and covenants providing for the granting of any right in or to any Patents (whether any Grantor is licensee or licensor thereunder) or

otherwise providing for a covenant not to sue for infringement of any Patent, including, without limitation, each agreement referred to in Schedule A – Part II attached hereto;

(iii) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing, all registrations and applications thereof (collectively, the “Trademark(s)”), whether now owned or hereafter acquired by such Grantor, including, without limitation, the registrations and applications set forth on Schedule A – Part III attached hereto (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);

(iv) all agreements, licenses and covenants providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Grantor is licensee or licensor thereunder) including, without limitation, the agreements set forth on Schedule A – Part IV attached hereto;

(v) all trade secrets and all other confidential or proprietary information and know-how whether or not the foregoing has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to the foregoing (collectively, the “Trade Secret(s)”), whether now owned or hereafter acquired by such Grantor;

(vi) all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, the agreements set forth on Schedule A – Part V attached hereto;

(vii) all United States, and foreign copyrights (including community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing, all registrations and applications thereof (collectively, the “Copyright(s)”), whether now owned or hereafter acquired by such Grantor, including, without limitation, the registrations and applications referred to in Schedule A – Part VI attached hereto;

(viii) all agreements, licenses and covenants providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder) or otherwise providing for a covenant not to sue for infringement of any Copyright including, without limitation, the agreements set forth on Schedule A – Part VII attached hereto;

(ix) with respect to any and all of the foregoing, (A) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, (B) all rights in the foregoing provided under common-law by international treaties or conventions, (C) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (D) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(x) 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 that Grantor may now or hereafter be entitled to, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(xi) any and all proceeds of, collateral for, income, royalties, license fees, payments, claims, damages, proceeds of suit and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing that Grantor may now or hereafter be entitled to;

provided, however, that the Collateral shall not include any rights or interests of such Grantor under or to any Excluded Property (as defined in the Security Agreement).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise and each of them, when due, whether at stated maturity, by required prepayment, declaration or acceleration, demand or otherwise (including the payment of any amounts that would become due but for the operation of an automatic stay under Section 362(a) of the Bankruptcy Code). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to the Agent and the Lenders under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed and delivered in any number of counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby

acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent, on behalf 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.

**SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTERESTS GRANTED HEREUNDER)).**

**SECTION 6. Submission to Jurisdiction; Waiver of Jury Trial; Waiver of Venue. THE PROVISIONS OF SECTIONS 15 AND 17 OF THE LOAN AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE LOAN AGREEMENT OR THE SECURITY AGREEMENT.**

[Signature Page Follows]

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


"Grantors"

**LEAP FORWARD GAMING, INC.,**  
a Nevada corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

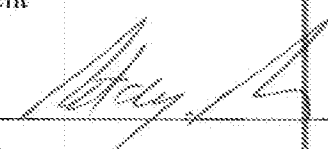
  
Ali Baffari  
President and CEO

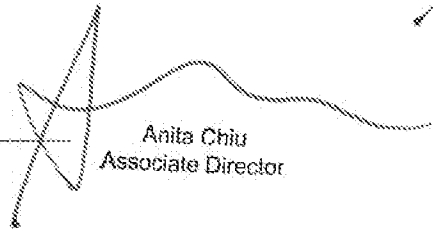
[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 005022 FRAME: 0828**

ACCEPTED AND AGREED  
AS OF THE DATE FIRST  
ABOVE WRITTEN:

MACQUARIE US TRADING LLC,  
as Agent

By:   
Name:  
Title: Robert M. Perdock  
Managing Director

  
Anita Chiu  
Associate Director

[Signature Page to IP Security Agreement]



## Schedule A

### Part I – Patents

<b>EXISTING AND PENDING PATENTS</b>			
<b>Owner</b>	<b>Title</b>	<b>Serial Number/ Registration Number</b>	<b>Date of Filing(s)</b>
Leap Forward Gaming	Apparatus and method for retrofitting candle devices on a gaming machine	12/943,792 / 8,083,592	11/10/2010
Leap Forward Gaming	Gaming device and method for wireless gaming system providing non-intrusive processes	12/943,789 / 8,088,014	11/10/2010
Leap Forward Gaming	Candle devices for gaming machines	12/943,797 / 8,241,119	11/10/2010
Leap Forward Gaming	Candle device for providing transaction verification on a gaming machine	13/327,566 / 8,282,480	12/15/2011
Leap Forward Gaming	Apparatus and method for retrofitting candle devices on a gaming machine	13/294,064 / 8,317,604	11/10/2011
Leap Forward Gaming	Device health monitoring for gaming machines	12/943,798 / 8,336,697	11/10/2010
Leap Forward Gaming	Gaming device and method for wireless gaming system providing non-intrusive processes	13/300,344 / 8,371,937	11/18/2011
Leap Forward Gaming	Remote power reset feature on a gaming machine	13/086,218/20110195792	4/13/2011
Leap Forward Gaming	Candle device for generating display interfaces on the main display of a gaming machine	13/327,584/20120108338	12/15/2011
Leap Forward Gaming	Multi-bonus card match poker game	13/342,811/20120172111	1/3/2012
Leap Forward Gaming	Device health monitoring for gaming machines	13/671,394/20130072310	11/7/2012
Leap Forward Gaming	Radio candle mount	61/708,519	11/7/2012
Leap Forward Gaming	Methods and apparatus for retrofitting an electronic gaming machine	61/801,122	3/15/2013
Leap Forward Gaming	Virtual players card	61/708,495	10/1/2012
Leap Forward Gaming	Gaming device and method for wireless gaming system providing non-intrusive processes	13/738,774	1/10/2013

[Schedule A]

**Part II – Patent Licenses**

- The Borrower received a license from MGM Resorts International for U.S. Patent Number 5,971,271 pursuant to that certain License Agreement, dated May 9, 2012.
- The Borrower received a license from Gaming Technology Group for U.S. Patent Number 6,379,246 (including family) and U.S. Patent Number 8,133,102 (including family) pursuant to that certain Patent License Agreement, dated April 17, 2012.

**Part III – Trademarks**

<b>EXISTING AND PENDING TRADEMARKS</b>			
<b><u>Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Serial Number/ Registration Number</u></b>	<b><u>Date of Filing(s)</u></b>
<b>NEVADA</b>			
Leap Forward Gaming	SafariNet	85-080,283 / 3,922,979	7/8/2010
Leap Forward Gaming	Leap Forward Gaming	85-079,485 / 4,001,192	7/7/2010
Leap Forward Gaming	Leap Forward (logo)	85-149,199 / 4,072,839	10/10/2010
Leap Forward Gaming	Shahrazad	85-091,379 / 4,172,219	7/23/2010
Leap Forward Gaming	SmartCandle	85-091,440	7/23/2010
Leap Forward Gaming	SmartFloor	85-142,582	9/30/2010
Leap Forward Gaming	PlayPal	85-159,487	10/22/2010
Leap Forward Gaming	PatronEdge	85-552,308	2/24/2012
Leap Forward Gaming	Patron Interface Display	85-887,901	3/27/2013
Leap Forward Gaming	Patron Interface Display (logo)	85-888,236	3/27/2013
Leap Forward Gaming	SmartTable	85-887,841	3/27/2013

<b>Domain Name Registrations</b>
leapforwardgaming.com

**Part IV – Trademark Licenses**

**Part V – Trade Secret Licenses**

[Schedule A]

**Part VI – Copyrights**

<b>EXISTING AND PENDING COPYRIGHTS</b>			
<b>Owner</b>	<b>Title</b>	<b>Registration Number</b>	<b>Date of Filing(s)</b>

**Part VII – Copyright Licenses**

[Schedule A]

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