

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley & Co. LLC	FORMERLY Morgan Stanley & Co. Incorporated	08/13/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	AGS LLC
Street Address:	6680 Amelia Earhart Court
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Registration Number:	3468432	DRAGONS 8'S
Registration Number:	3219273	LUCKY LOTTO
Registration Number:	3161386	ROYAL REELS

<b>CORRESPONDENCE DATA</b>	
Fax Number:	9164442100
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	916-444-1000
Email:	trademark@downeybrand.com
Correspondent Name:	Michael J. Thomas
Address Line 1:	621 Capitol Mall, 18th Floor
Address Line 4:	Sacramento, CALIFORNIA 95814

ATTORNEY DOCKET NUMBER:	41098.0
NAME OF SUBMITTER:	Michael J. Thomas

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Signature:	/michaeljthomas/
Date:	11/18/2013
Total Attachments: 4 source=AGS_MorganStanleyTermination#page1.tif source=AGS_MorganStanleyTermination#page2.tif source=AGS_MorganStanleyTermination#page3.tif source=AGS_MorganStanleyTermination#page4.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE (this "Trademark Release") is made as of August 13, 2012 from Morgan Stanley & Co. LLC, ("MSC"), as Collateral Agent (as defined below) for the Secured Creditors (as defined in the Security Agreement (referred to below)), to AGS LLC (the "Grantor"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

WHEREAS, AGS LLC, a Delaware limited liability company, entered into that certain Pledge and Security Agreement dated as of June 28, 2006 (said Pledge and Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement") in favor of MSC as collateral agent ("Collateral Agent") for the Secured Creditors;

WHEREAS, in connection with the Security Agreement, the Grantor executed that certain Assignment for Security (Trademarks), dated June 28, 2006 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Lenders, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Assignment for Security (Trademarks) was recorded in the U.S. Patent and Trademark Office on July 7, 2006 at Reel/Frame No. 3343/0722 in favor of the Collateral Agent;

WHEREAS, the Collateral Agent, now desires to terminate, release and reassign the entirety of any security interest it may have in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, the Collateral Agent, and the Grantor hereby agree as follows:

SECTION 1. Trademark Collateral. The term "Trademark Collateral," as used herein, shall mean:

(a) all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business associated with and symbolized by the Trademarks and the applications for registration and registrations thereof (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto, and provided, that no security interest shall be granted in United States intent-to-use trademark or service mark 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 applications under applicable federal law), and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of infringement or other violation thereof and any and all damages arising from past, present, and future violations thereof (collectively, the "Collateral"), to secure the payment, performance, and observance of the Secured Obligations.

SECTION 2. Release of Security Interest. The Collateral Agent, hereby terminates, cancels, releases, discharges, and reassigns to Grantor, any security interest it may have in the Trademark Collateral. The Collateral Agent agrees, at the Borrower's expense, to cooperate with, and to provide the Borrowers, their successors, assigns or other legal representatives with, the information and additional authorization necessary to effect the release of any security interest it may have in the Trademark Collateral.

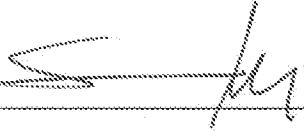
SECTION 3. Recordation. The Collateral Agent, authorizes the recordation of this Trademark Release with the United States Patent and Trademark Office and any other applicable registry.

SECTION 4. Applicable Law. This Trademark Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Release by its duly authorized officer as of the date first above written.

MORGAN STANLEY & CO. LLC (f/k/a MORGAN  
STANLEY & CO. INCORPORATED),  
as Collateral Agent

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



Name: Stephen B. King

Title: Executive Director

**SCHEDULE A  
TRADEMARK COLLATERAL**

<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status</b>	<b>Owner</b>
DRAGONS 8'S	76629643 27-JAN-2005	3468432 15-JUL-2008	Registered	AGS LLC
LUCKY LOTTO	76647887 03-OCT-2005	3219273 20-MAR-2007	Registered	AGS LLC
ROYAL REELS <i>Royal</i> REELS	76636981 25-APR-2005	3161386 24-OCT-2006	Registered	AGS LLC