TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bally Gaming, Inc.		11/25/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street, 14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 306

Property Type	Number	Word Mark
Registration Number:	3606043	1,000,000 DEGREES
Registration Number:	2722380	1,000,000 PENNIES
Registration Number:	4403427	5 RICHES
Registration Number:	4049404	777 BLAZING
Registration Number:	3351363	777 COLLECT
Registration Number:	4049403	888 BLAZING
Registration Number:	4203613	ACORN'S FORTUNE
Registration Number:	4172478	ALICE AND THE SCATTERED HEARTS
Registration Number:	3988343	ALL ABOUT MONEY
Registration Number:	4250850	ALL THAT JAZZ!
Registration Number:	4110002	ALOHA DELIGHT
Registration Number:	4110003	ALOHA ISLAND
Registration Number:	3982210	ALPHA PRO
Registration Number:	4122264	ALPHA TEAM FOUR

OP $7665.00 3606043

Registration Number:	4012571	AMAZING WINS
Registration Number:	4012573	AMBER RAYS
Registration Number:	4049378	AMERICAN TREASURES
Registration Number:	3347618	ANCIENT WONDERS
Registration Number:	3998227	ASIAN TREASURES
Registration Number:	4150945	AUSSIE GOLD
Registration Number:	3994919	BACCHUS GOLD
Registration Number:	4329293	BALLOON FESTIVAL
Registration Number:	4329288	BEAT THE HEAT
Registration Number:	4203595	BEE LUCKY
Registration Number:	4158764	BEIJING TREASURES
Registration Number:	4162234	BIG VEGAS
Registration Number:	4049376	BLACK & WHITE
Registration Number:	4153470	BLACK & WHITE SEVENS
Registration Number:	4053198	BLACK GOLD BLACK
Registration Number:	3994917	BLACK STAR
Registration Number:	4165295	BLAZING DRAGONS
Registration Number:	4049402	BLAZING STARS
Registration Number:	3994916	BLAZING SUN
Registration Number:	4161380	BONUS FRENZY
Registration Number:	4329290	BONUS STRIKE 5
Registration Number:	4195922	BREAKTHROUGH FREE GAMES
Registration Number:	4242410	BULLSEYE BONUS
Registration Number:	4026219	BURGER RUN
Registration Number:	4272849	BURIED TREASURES
Registration Number:	4203612	BUTTERFLY BONANZA
Serial Number:	85868636	CA$H CANYON
Registration Number:	3908987	CA$H WHEEL
Registration Number:	4203601	CASH CONNECTION
Registration Number:	4272795	CASH CRUISE
Registration Number:	4202676	CASH ECLIPSE
Registration Number:	4053181	CASH METEOR
Registration Number:	4158921	CASH WAVE
Registration Number:	3990705	CASH WIZARD
Registration Number:	4403426	CHAMPIONS OF ROME

	4211337	CHIMNEY STACKS
Serial Number:	85884377	CHINA RIVER
Registration Number:	4080053	CHINESE KITCHEN
Registration Number:	4329289	CHINESE ZODIAC
Serial Number:	85949456	CHOCO CHOCO
Registration Number:	4280436	CODE OF THE ANCIENTS
Registration Number:	4122527	CODE RED
Registration Number:	3722032	COPPER DROPPER
Registration Number:	3908700	CRAZY WINNERS
Registration Number:	4310409	CRYSTAL FOX
Registration Number:	4203482	CUBANA
Registration Number:	4076661	DANTE'S LAVA LOUNGE
Registration Number:	4146618	DESERT OASIS
Registration Number:	4310411	DIAMOND HEAT
Registration Number:	4053245	DIAMOND LINE
Registration Number:	4096803	DIAMOND PEAK
Registration Number:	4049374	DIAMONDS & DEVILS
Registration Number:	4049411	DIAMONDS AND PEARLS
Registration Number:	4354690	DIRECTIONAL WILDS
Registration Number:	3822620	DOMINO TRAIN
Registration Number:	4053173	DOUBLE DRAGON
Registration Number:	4053246	DOUBLE DYNAMO 7S
Registration Number:	3911989	DOUBLE FRUIT
Registration Number:	3911980	DOUBLE JACKPOT NINJA STAR
Registration Number:	3911979	DOUBLE SAMURAI
Registration Number:	4183858	DRAGON WHEEL
Registration Number:	4165296	DRAGON WONDER
Registration Number:	4093905	DUALVISION
Registration Number:	4050261	DUTCHMAN'S GOLD
Registration Number:	4172919	EASY CASH EDDY
Registration Number:	4325744	EASY PICKINS
Registration Number:	4029307	ELECTRO 7'S
Registration Number:	3990878	EMERALD FALLS
Registration Number:	4026218	EMERALD TREASURES
Registration Number:	3908693	EMPEROR'S GOLD

	3911978	EMPEROR'S SWORD
Registration Number:	4162137	EXTRA MONEY
Registration Number:	3989531	FAIRY PLAY
Registration Number:	3716667	FIREBIRD
Registration Number:	4125957	FIREBIRD STUDIOS
Registration Number:	4172885	FISH'N FOR LOOT
Registration Number:	3347683	FIXIN' TO WIN
Registration Number:	4106692	FLIPPIN WILD
Registration Number:	3818827	FLYING CARPET
Registration Number:	4121993	FOREST WILD
Registration Number:	4110075	FORT WILD
Registration Number:	4269456	FREE GAMES FEVER
Registration Number:	4077045	FREEDOM PAYS
Registration Number:	3506685	GAMES4YOU
Registration Number:	3982582	GAUCHO'S GOLD
Registration Number:	4203568	GEMS OF FIRE
Registration Number:	4121994	GLACIER WILD
Registration Number:	4211338	GODDESS OF WEALTH
Registration Number:	4128853	GOLD BUG
Registration Number:	3829617	GOLD BUG FREE RANGERS
Registration Number:	4132907	GOLD NUGGETS
Registration Number:	4158298	GOLD ON THE BAYOU
Registration Number:	4258317	GOLD RUSH
Registration Number:	4143761	GOLD VAULT
Registration Number:	4026029	GOLDBEARD'S TREASURE
Registration Number:	4111086	GOLDEN 8S
Registration Number:	4049407	GOLDEN BELL
Registration Number:	3994918	GOLDEN FLASH
Registration Number:	4046095	GOLDEN PHARAOH
Registration Number:	3994672	GOLDEN REEF
Registration Number:	4310406	GOLDEN SCARAB
Registration Number:	3838877	GOLDEN SCEPTRE
Registration Number:	3901698	GOLDEN WHEELS
Registration Number:	4343106	GOLDEN WINNERS
Registration Number:	4272988	GREEN & GOLD

	4104636	GROOVY MACHINE
Registration Number:	3385138	GTM
Registration Number:	3994671	HAMMER HEAD
Registration Number:	4325267	HAND OF THE DEVIL
Registration Number:	4053199	HATCH THE CA$H
Registration Number:	4203481	HAVANA CUBANA
Registration Number:	4325302	HEAVENLY EMPRESS
Registration Number:	4329291	HERA'S GOLD
Registration Number:	4214273	HIDDEN PARADISE
Registration Number:	3347615	HIDDEN RICHES
Registration Number:	4053178	HOT LINES
Serial Number:	85923241	HOT ROCKS
Registration Number:	3849632	HOT SHOT
Registration Number:	3849633	HOT SHOT FRENZY
Registration Number:	3852621	HOT SHOT PROGRESSIVE
Registration Number:	4368977	HOT SPIN
Registration Number:	3901697	HOT ZONE
Registration Number:	3826188	ICICLE ALLEY
Serial Number:	86089975	IN THE MONEY
Registration Number:	4050262	INCA GOLD
Registration Number:	3750549	INSTANT FORTUNE
Registration Number:	3993122	INSTANT RICHES
Registration Number:	4121952	ISLAND RICHES
Registration Number:	3998226	ISLAND WINS
Registration Number:	4222378	JACKPOT LANTERNS
Registration Number:	4132968	JEWEL OF THE DRAGON
Registration Number:	4203528	KING OF DIAMONDS
Serial Number:	86031880	KING PRAWN
Registration Number:	4310407	KINGDOM OF MYSTERIES
Registration Number:	3846122	KING'S CROWN
Registration Number:	4158969	KING'S JEWELS
Registration Number:	3920451	KING'S RICHES
Registration Number:	4321758	KOI TREASURES
Registration Number:	4121991	LAND OF LIBERTY
Registration Number:	4151572	LIGHTNING JACKPOTS

	4104733	LIGHTNING REELS
Serial Number:	85815210	LIVE FLOOR VIEW
Serial Number:	85868839	LOCKING HOT ZONE
Registration Number:	4172920	LOVE IS IN THE AIR
Registration Number:	4321747	LUCKY BAMBOO
Registration Number:	3780439	MACROVIEW LABS
Registration Number:	4139991	MAGIC BELLS
Registration Number:	3920459	MAGIC MONEY
Registration Number:	4146484	MAGIC MONKEY
Registration Number:	3815374	MAJESTIC ROYALS
Registration Number:	4310408	MAJESTIC STAG
Registration Number:	4003293	MANTRA
Registration Number:	4258956	MAYAN GEMS
Registration Number:	3998228	MAYAN TREASURES
Registration Number:	3905412	MEET ME IN THE MIDDLE
Registration Number:	3826019	MEGA FRUITS
Registration Number:	4399737	MEGA STACKS
Registration Number:	4269484	MEMORY PAY
Registration Number:	4109363	MERCURY
Registration Number:	4211227	MERMAID KINGDOM
Registration Number:	4026031	MERMAID'S TREASURE
Registration Number:	4100208	MIDNIGHT DIAMONDS
Registration Number:	3994915	MIDNIGHT MOON
Registration Number:	3978845	MILLIONAIRE SEVENS
Registration Number:	4053180	MONEY MATCH
Registration Number:	4203001	MONEY MAYHEM
Registration Number:	4158922	MONEY MOON
Registration Number:	4195839	MONEY TALKS
Registration Number:	4053183	MONEY VAULT
Registration Number:	4191278	MONEY WHEEL
Registration Number:	4158599	MONEY WORKS
Registration Number:	4026034	MONKEY'S FORTUNE
Registration Number:	4172923	MOON DYNASTY
Registration Number:	4122237	MOON GODDESS
Registration Number:	4139990	MYSTERIA

	4325274	NORTHERN GOLD
Registration Number:	4418185	I OLÉ JALAPEÑOS! HOT & SPICY
Registration Number:	4049406	PACIFIC TREASURES
Registration Number:	4158940	PARADISE BEACH
Registration Number:	4165412	PEACOCK PLENTY
Registration Number:	4313685	PERFECT 8
Registration Number:	3998225	PERSIAN EMPIRE
Registration Number:	4211349	PHARAOH'S DREAM
Registration Number:	3948384	PHARAOH'S TREASURE
Registration Number:	4092282	PINK PEARL
Registration Number:	4045560	PIRATE BEACH
Registration Number:	4321683	PIRATE'S QUEST
Registration Number:	4286523	PIRATE'S TROVE
Registration Number:	4325925	PLATINUM 7S
Registration Number:	3901693	PLUM CRAZY
Registration Number:	3929562	PLUM WILD
Registration Number:	4074220	POWER MAX
Registration Number:	4138076	POWER STRIKE
Registration Number:	4272968	PRECIOUS DIAMONDS
Registration Number:	4074221	PSYCHIC SPIN
Serial Number:	85959426	QUICK HIT
Registration Number:	4128861	QUICK HIT DIAMOND
Registration Number:	3838273	QUICK HIT PLATINUM
Registration Number:	4231129	QUICK HIT PRO
Registration Number:	4203726	RADIANT RICHES
Registration Number:	4218725	RAINBOW DRAGON
Registration Number:	4165297	RAMSES GOLD
Registration Number:	4074216	REEL IMAGE
Registration Number:	4122263	REEL WARRIORS
Registration Number:	4165697	REEL WILD JAGUAR
Registration Number:	4049386	RICH & FAMOUS
Registration Number:	4109189	RICHES OF ROYALTY
Registration Number:	4206986	RICHES OF THE KINGS
Registration Number:	3838876	RING OF RICHES
Registration Number:	4121934	RIVER WILD

	4369217	ROLLING WILDS
Registration Number:	4074219	RUBY RUSH
Registration Number:	4329287	SAKURA FESTIVAL
Registration Number:	4265575	SALSA HEAT
Registration Number:	3978590	SAVANNAH TREASURES
Registration Number:	4110001	SEA GODDESS
Registration Number:	4050260	SEAGULL SAM
Registration Number:	4125956	SIN CITY DIABLOS
Registration Number:	4172178	SIR GALAHAD
Registration Number:	4246426	SO-CAL SLOT SHOP
Registration Number:	4332292	SORCERER'S GOLD
Registration Number:	4158911	SPACE ATTACK
Registration Number:	4161377	SPARKLING DIAMONDS
Registration Number:	4179946	SPARTAN'S GOLD
Registration Number:	4313686	SPRING BLOSSOM
Registration Number:	4121992	STARLIGHT FIRE
Registration Number:	4167978	STARS & BARS
Registration Number:	4158998	STRING OF PEARLS
Registration Number:	3908692	SULTAN'S FORTUNE
Registration Number:	4324826	SUMO KITTY
Registration Number:	4139989	SUN GOD
Registration Number:	4053170	SUPER FIREBALL FRENZY
Registration Number:	4211225	SUPER PHOENIX
Registration Number:	4099796	SWEETS N TREATS
Registration Number:	4096802	SWISS RICHES
Registration Number:	4211363	TAHITIAN QUEEN
Registration Number:	4151707	TEAM REX
Registration Number:	4122262	TEAM SASQUATCH
Registration Number:	4176357	TEMPLE OF MYSTERY
Registration Number:	4286610	TEXAS DICE
Registration Number:	4058999	THE 3 MUSKETEERS
Registration Number:	3347627	THE GREEN MACHINE
Registration Number:	4195450	THRILL SWITCH
Registration Number:	4258971	THUNDERHORN
Registration Number:	4046817	TIGER TREASURES

	85466508	TIKI TREASURE
Registration Number:	4286520	TOTAL BLAST
Registration Number:	4329292	TOUCAN TIKI
Registration Number:	3716658	TREASURES OF THE PHOENIX
Registration Number:	3905346	TRIPLE FRUIT
Registration Number:	3901616	TURBO WILD
Registration Number:	4080045	TWIN TIGERS
Registration Number:	3911962	TWO FOR THE MONEY
Registration Number:	4053197	TWO WAY FRENZY
Serial Number:	85929223	U RACE
Registration Number:	4080057	ULTIMATE TOWER OF POWER
Serial Number:	86089919	U-PLAY
Registration Number:	4310410	UPTOWN GIRL
Serial Number:	86089947	U-SHOOT
Registration Number:	4146729	U-SPIN
Registration Number:	4318229	VALLEY OF FIRE
Registration Number:	3908953	VEGAS HITS
Registration Number:	4154944	VEGAS HITS ROAD TRIP
Registration Number:	4158991	VENICE NIGHTS
Registration Number:	4053236	WHITE FIRE
Registration Number:	3981497	WHITE LIGHTNING
Registration Number:	4154121	WILD 777 FAMOUS
Registration Number:	4388851	WILD BLUE YONDER
Registration Number:	4119984	WILD BUFFALO
Registration Number:	3911970	WILD CREEK
Registration Number:	3908986	WILD CROWN
Registration Number:	4325192	WILD ENCOUNTERS
Registration Number:	4401445	WILD FLASH
Registration Number:	4399736	WILD FLIP
Registration Number:	3911969	WILD GROVE
Registration Number:	4099848	WILD HUSKIES
Registration Number:	4265218	WILD ROYALS
Registration Number:	4165411	WILD STRIPES
Registration Number:	4211226	WILD SWEEP
Registration Number:	4121953	WILD TIMES!

	3846123	WILD TUNDRA
Registration Number:	4280286	WINNER WINNER CHICKEN DINNER
Registration Number:	4265576	WINNING OFFER
Registration Number:	4139988	WINNING SEVENS
Serial Number:	85923271	WINNING TIME$
Registration Number:	3838879	WINNING TIMES
Registration Number:	4276591	WINNING WINGS
Registration Number:	4121966	WIZARD'S WEALTH
Registration Number:	3929184	WORLD TRAVELER
Registration Number:	4218812	YOUNG GUNS
Registration Number:	4328361	YOURS, MINE, AND OURS!
Serial Number:	86089897	CA$H'M IF YOU CAN!

CORRESPONDENCE DATA

Fax Number:

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
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049275-0040
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	11/30/2013

Total Attachments: 69
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of November 25, 2013, is made by Bally Technologies, Inc., a Nevada corporation ("Borrower") and each of its subsidiaries listed on the signature pages hereto (each a "Subsidiary Grantor", and together with Borrower and each other Person who may become a party hereto pursuant to Section 8 of this Agreement, the "Grantors"), in favor of Bank of America, N.A., as administrative agent (in such capacity and together with its successors and assigns, the "Administrative Agent"), for the benefit of the Secured Parties under the Credit Agreement referred to below, with reference to the following facts:

RECITALS

A. Pursuant to that Certain Credit Agreement, dated as of September 26, 2008, among Borrower, the Lenders referred to therein, and the Administrative Agent (as from time to time amended, restated, extended, renewed, modified or supplemented), the Grantors executed and delivered that certain Trademark Assignment, dated as of September 26, 2008 (as from time to time amended, restated, extended, renewed, modified or supplemented, the "Existing Trademark Assignment").

B. Borrower has entered into that certain Second Amended and Restated Credit Agreement dated as of April 19, 2013 among Borrower, the Lenders referred to therein, and the Administrative Agent (as amended by the Amendment No. 1 to Second Amended and Restated Credit Agreement, dated as of August 27, 2013, and as it may from time to time be further amended, restated, extended, renewed, modified or supplemented, the "Credit Agreement"), and accordingly the parties hereto desire to amend and restate the Existing Trademark Assignment pursuant to this Agreement. This Agreement is one of the Loan Documents referred to in the Credit Agreement.

C. The Subsidiary Grantors have guaranteed the obligations of Borrower pursuant to the Credit Agreement.

D. Pursuant to the Credit Agreement, the Lenders had made, and are making, certain credit facilities available to Borrower. Additionally, as contemplated by the Credit Agreement, from time to time, certain Secured Parties may enter into Secured Cash Management Agreements and/or Secured Hedge Agreements with the Borrower and/or the Grantors.

E. As a condition to the continued availability of such credit facilities, Secured Cash Management Agreements and Secured Hedge Agreements, the Grantors are required to enter into this Agreement to pledge certain Collateral (as hereinafter defined) to the Administrative Agent for the benefit of the Secured Parties as herein provided.

F. The Grantors expect to realize direct and indirect benefits as the result of the availability of (i) the aforementioned credit facilities to the Borrower and (ii) the aforementioned Secured Cash Management Agreements and Secured Cash Hedge Agreements, as the result of financial or business support which will be provided to the Grantors by Borrower and each other Grantor.

TRADEMARK
REEL: 005164 FRAME: 0084

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend and maintain the aforementioned credit facilities to Borrower and the Secured Parties to extend and maintain the financial accommodations under the Secured Cash Management Agreements and Secured Hedge Agreements, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

1. Definitions. Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Credit Agreement. As used in this Agreement, the following terms shall have the meanings set forth below:

"Agreement" means this Amended and Restated Trademark Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, including, without limitation, any documents or agreements by which additional Grantors become party hereto.

"Collateral" means and includes all of the following: (a) all of the Grantors' now-existing, or hereafter acquired, right, title, and interest in and to all of the Grantors' trademarks, trade names, trade styles, trade dress, logos and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those trademark registrations and applications described in Schedule 1 hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all licenses and sublicenses of Trademarks, to the extent that there exists no prohibition as a matter of law or pursuant to such agreements governing such license or sublicense on the transfer thereof for security as contemplated by this Agreement; (d) any and all proceeds of any of the foregoing, including license fees, royalties, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and (e) the right to sue or otherwise recover for past, present and future infringement or other violation of the Trademarks or any licenses with respect thereto. Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

TRADEMARK
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"Grantors" means those Persons mentioned in the preamble to this Assignment and those entities that become parties hereto as provided in Section 6.12 of the Credit Agreement or Section 8 hereof, and each of them, and any one or more of them, jointly and severally.

"Secured Obligations" means (a) in the case of Borrower, any and all present and future Obligations of any type or nature of Borrower arising under or relating to the Credit Agreement, the Secured Cash Management Agreements, the Secured Hedge Agreements and the Loan Documents or any one or more of them and (b) in the case of the Subsidiary Grantors, all present and future Obligations of any type or nature of the Subsidiary Grantors, or any one or more of them, arising under or relating to the Guaranty or any other Loan Documents, or with respect to any Secured Cash Management Agreement or any Secured Hedge Agreement or any one or more of them; provided, that in the case of each Grantor (other than the Borrower), the Secured Obligations of such Grantor shall exclude any Excluded Swap Obligations of such Grantor.

2. Grant of Security Interest. For valuable consideration, the Grantors and each of them hereby jointly and severally pledge and grant to the Administrative Agent (for and on behalf of the Secured Parties) a security interest, to secure the prompt and indefeasible payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise) of the Secured Obligations, and each of them, in and to all of the presently existing and hereafter acquired Collateral. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them and notwithstanding the bankruptcy of any Grantor or any other event or proceeding affecting any Grantor.

3. Representations, Warranties and Covenants. The Grantors, and each of them, represent, warrant and agree that:

(a) All of the existing Collateral is valid and subsisting in full force and effect, and the Grantors have good and marketable title thereto, and the right and power to grant the security interests granted hereunder. The Grantors will, at their expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid and subsisting, including, without limitation, the filing of any maintenance fees or affidavits. The Collateral is not subject to any Liens or licenses of any nature whatsoever, whether recorded or unrecorded, except as permitted by the Credit Agreement.

(b) As of the date hereof, none of the Grantors owns any Trademarks registered, or subject to pending applications, in the USPTO, other than those against which the Administrative Agent has already perfected a security interest pursuant to the Existing Trademark Assignment, or those described in Schedule 1.

(c) Upon the delivery of any report supplementing Schedule 5.17 to the Credit Agreement made pursuant to Section 6.02(j) of the Credit Agreement, the applicable Grantor shall execute and deliver to the Administrative Agent a supplement to this Agreement substantially in the form of Exhibit A hereto granting the Administrative Agent a security interest in any Trademarks reflected on such report supplementing

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Schedule 5.17 to the Credit Agreement. Each Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 to include any new Trademark, and any Trademark renewal of any Grantor applied for and or otherwise obtained hereafter.

(d) No Grantor has abandoned any of the Trademarks, and no Grantor will do any act, or omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, or unenforceable, where such abandonment, cancellation, invalidation, or unenforceability, may constitute a Material Adverse Effect. Each Grantor shall notify the Administrative Agent promptly if it knows, or has reason to know, of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, or unenforceable, and if as a result thereof, a Material Adverse Effect may result.

(e) The Grantors will render any assistance, as the Administrative Agent may reasonably determine is necessary, to the Administrative Agent in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to protect the Administrative Agent's security interest in the Trademarks.

(f) The Grantors assume all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds the Administrative Agent and each of the Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any Affiliate or Subsidiary thereof.

(g) The Grantors shall promptly notify the Administrative Agent in writing of any adverse determination in any proceeding in the USPTO or any other foreign or domestic Governmental Agency, court or body, regarding any Grantor's ownership of any of the Trademarks. In the event of any material infringement of any of the Trademarks by a third party, the Grantors shall promptly notify the Administrative Agent of such infringement and sue for and diligently pursue damages for such infringement unless it is in the best interest of the Grantors not to pursue such proceeding. In the event that the Grantors elect not to pursue any rights that might apply to the applicable Grantor in connection with the infringement, the Grantors will notify the Administrative Agent of such election.

(h) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, assurances, and instruments, in each case in form and substance satisfactory to the Administrative Agent, relating to the creation, validity, or perfection of the security interests provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other Law of the United States, the State of New York, or of any countries or other States as the Administrative Agent may from time to time reasonably request, and shall take all such

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other action as the Administrative Agent may reasonably require to more completely vest in and assure to the Administrative Agent its security interest in any of the Collateral, and each Grantor hereby irrevocably authorizes the Administrative Agent or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as the Administrative Agent may reasonably deem appropriate. In the event that any recording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, the Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by the Administrative Agent. Each Grantor further authorizes the Administrative Agent to have this or any other similar security agreement recorded or filed with the USPTO or other appropriate federal, state or government office.

(i) Following the Administrative Agent's request thereof and the applicable Grantor's failure to perform, the Administrative Agent is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of any or all Grantors, such financing statements and other documents and agreements, and to take such other action as the Administrative Agent may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable Law, and the Administrative Agent is hereby authorized to file on behalf of and in the name of any or all Grantors, at the Grantors' sole expense, such financing statements, documents and agreements in any appropriate governmental office.

(j) The Administrative Agent may, in its sole discretion, pay any amount, or do any act which the Grantors fail to pay or do as required hereunder to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees. The Grantors will be liable to the Administrative Agent for any such payment, which payment shall be deemed an advance by the Lenders to the Grantors, shall be payable on demand, together with interest at the per annum rate then applicable to Base Rate Advances under the Credit Agreement, or the Default Rate, if applicable, and shall be part of the Secured Obligations.

4. Events of Default. Any "Event of Default" as defined in the Credit Agreement shall constitute an Event of Default hereunder.

5. Rights and Remedies. Upon the occurrence and during the continuance of any such Event of Default, in addition to all other rights and remedies of the Administrative Agent, whether provided under Law, the Credit Agreement or otherwise, the Administrative Agent may enforce its security interest hereunder which may be exercised without notice to, or consent by, any Grantor, except as such notice or consent is expressly provided for hereunder. Upon such enforcement:

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(a) the Administrative Agent may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to the Administrative Agent by Grantors.

(b) the Administrative Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as the Administrative Agent shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries.

(c) the Administrative Agent may assign, sell, or otherwise dispose of the Collateral, or any part thereof, either with or without special conditions or stipulations, except that the Administrative Agent agrees to provide the Grantors with five (5) days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Borrower, on behalf of all Grantors. Each Grantor hereby irrevocably appoints Borrower as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to Borrower. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 5(c). The Administrative Agent shall have the power to buy the Collateral, or any part thereof, and the Administrative Agent shall also have the power to execute assurances and perform all other acts which the Administrative Agent may, in the Administrative Agent's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, the Grantors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 5(c) hereof, the Administrative Agent may, at any time, execute and deliver, on behalf of the Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. The Grantors agree to pay the Administrative Agent, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

(e) The Administrative Agent may first apply the proceeds actually received from any such use, license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by the Administrative Agent. Thereafter, the Administrative Agent may apply any remaining proceeds to such of the Secured Obligations as provided in the Credit Agreement. The Grantors shall remain liable to the Administrative Agent for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and the Grantors

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will pay the Administrative Agent, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Credit Agreement.

(f) Upon request of the Administrative Agent, the Grantors shall supply to the Administrative Agent, or the Administrative Agent's designee, the Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and the Grantors' customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring the Administrative Agent to take any such action at any time. All of the Administrative Agent's rights and remedies, whether provided under Law, the Credit Agreement, this Agreement, or otherwise, shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Waivers.

(a) Each Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of the Administrative Agent's rights hereunder, including, without limitation, its rights following any Event of Default and during the continuance thereof to take immediate possession of the Collateral and exercise its rights with respect thereto.

(b) The Administrative Agent shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Each Grantor hereby agrees that it will not invoke any Law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Administrative Agent's rights under this Agreement or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and each Grantor hereby irrevocably waives the benefits of all such Laws.

(c) Except for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Secured Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Administrative Agent may deem advisable. The Administrative Agent shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by Law. The Administrative Agent may exercise its rights with respect to the Collateral without

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resorting or regard to other collateral or sources of reimbursement for liability. The Administrative Agent shall not be deemed to have waived any of its rights upon or under the Credit Agreement or the Collateral unless such waiver be in writing and signed by the Administrative Agent. No delay or omission on the part of the Administrative Agent in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Administrative Agent under the Credit Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

7. Costs and Expenses.

(a) Without limiting any reimbursement obligations under the Credit Agreement and the other Loan Documents, and without duplication thereof, the Grantors will pay any and all charges, costs and taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of each Secured Party's counsel incurred by each Secured Party, and fees and time charges for attorneys who may be employees of each Secured Party, in connection with this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any Liens, security interests or other rights of any Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to any Secured Party in furtherance of the transactions contemplated hereby.

(b) The Grantors agree to reimburse each Secured Party for and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, and fees and time charges for attorneys who may be employees of such Secured Party, except losses, expenses and liabilities arising out of such Secured Party's own gross negligence or willful misconduct.

8. Joinder. Any other Person may become a Grantor hereunder and become bound by the terms and conditions of this Agreement by executing and delivering to the Administrative Agent an Instrument of Joinder substantially in the form attached hereto as Exhibit B, accompanied by such documentation as the Administrative Agent may require to establish the due organization, valid existence and good standing of such Person, its qualification to engage in business in each material jurisdiction in which it is required to be so qualified, its authority to execute, deliver and perform this Agreement, and the identity, authority and capacity of each Responsible Officer thereof authorized to act on its behalf.

9. Release of Grantors. This Agreement and all of the Secured Obligations of the Grantors hereunder shall be released upon termination of the Aggregate Commitments and payment in full of all of the Secured Obligations (other than (A) contingent indemnification obligations as to which no claim has been made and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank of Hedge Bank shall have been made) and

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the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer shall have been made).

Additionally, Collateral that is released or is required to be released from the security interest created by this Agreement in order to permit the Grantors to consummate any disposition of stock or assets, merger, consolidation, amalgamation, acquisition, transfer or dividend payment or distribution that the Grantors are permitted to consummate pursuant to the Loan Documents, if any, shall be so released by the Administrative Agent at such times and to the extent necessary or appropriate to permit the Grantors to consummate such permitted transactions promptly following the Administrative Agent's receipt of written request therefor by the Grantors specifying the purpose for which release is requested and such further certificates or other documents as the Administrative Agent shall request in its reasonable discretion to confirm that the Grantors are permitted to consummate such permitted transaction and to confirm its replacement Lien on appropriate collateral (unless replacement collateral is not required pursuant to the Loan Documents). Any request for any permitted release shall be transmitted to the Administrative Agent.

Upon such release of the Grantors' Secured Obligations hereunder, or release of Collateral permitted hereunder, the Administrative Agent shall return any Collateral to the Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the applicable Collateral to the Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of the Administrative Agent's and the other Secured Party's interests in such Collateral arising under this Agreement, all as reasonably requested by, and at the sole expense of, the Grantors.

10. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantors for liquidation or reorganization, should the Grantors become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Grantors' assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by the Administrative Agent or any other Secured Party, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

11. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent, and any attempted assignment without such consent shall be null and void. By accepting the benefits of the Loan Documents, each Hedge Bank and Cash Management Bank agrees to be bound by all of the applicable provisions thereof.

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12. Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each affected Grantor and the Administrative Agent, subject to any consents required under the Credit Agreement; provided that any provision of this Agreement imposing obligations on any Grantor may be waived by the Administrative Agent in a written instrument executed by the Administrative Agent; provided, further, no such waiver amendment, supplement or modification shall require the consent of any Hedge Bank or Cash Management Bank except as may be expressly provided in the Credit Agreement.

13. Additional Powers and Authorization. The Administrative Agent shall be entitled to the benefits accruing to it as the Administrative Agent under the Credit Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, the Administrative Agent may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (including, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

14. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14.

15. SUBMISSION TO JURISDICTION; WAIVER OF VENUE; SERVICE OF PROCESS.

(a) EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, BOROUGH OF MANHATTAN, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY

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BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST THE GRANTORS OR THEIR PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(b) EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (A) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

16. Miscellaneous.

(a) The Grantors and the Administrative Agent may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given if done in accordance with Section 10.02 of the Credit Agreement.

(c) Except as otherwise set forth in the Credit Agreement, the provisions of this Agreement may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by the Administrative Agent and the Grantors.

(d) Except as otherwise set forth in the Credit Agreement or this Agreement, any waiver of the terms and conditions of this Agreement, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Agreement to be given, may be made or given with, but only with, the written consent of the Administrative Agent on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.

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(e) Any failure or delay by the Administrative Agent to require strict performance by the Grantors of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect the Administrative Agent's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act or knowledge of the Administrative Agent, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of the Administrative Agent and directed to the Grantors, specifying such waiver.

(f) If any term or provision of this Agreement conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

(g) If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(h) This Agreement supersedes all prior oral and written assignments and agreements between the parties hereto on the subject matter hereof.

(i) This Agreement shall be binding upon, and for the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

(j) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

17. Amendment and Restatement of Existing Trademark Assignment. This Assignment constitutes an amendment and restatement of the Existing Trademark Assignment in its entirely and the Existing Trademark Assignment shall thereafter be and shall be deemed replaced and superseded in all respects by this Agreement. The execution of this Agreement shall not operate as a novation, waiver of any right, power or remedy of the Administrative Agent or Secured Parties, nor constitute a waiver of any provision of the Existing Trademark Assignment. Each Grantor (i) acknowledges and agrees that this Agreement does not constitute a novation or termination of the "Secured Obligations" under the Existing Trademark Assignment or the other Loan Documents as in effect prior to the effective date of the amendment and restatement of the Existing Trademark Assignment (the "Restatement Effective Date") and which remain outstanding as of the Restatement Effective Date, (ii) acknowledges and agrees that the "Secured Obligations" under the Existing Trademark Assignment and the other Loan Documents are in all respects continuing (as amended and restated hereby and which are in all respects hereinafter subject to the terms herein), (iii) ratifies and reaffirms all of its payments and performance obligations, contingent or otherwise, under each Loan Document, (iv) and ratifies and reaffirms each of the liens and security interests granted by it to Bank of America, N.A., as administrative agent for the benefit of the secured parties named in (or referred to in) the Existing Trademark Assignment, in or pursuant to the Existing Patent

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Assignment, and confirms and agrees that such liens and security interests are in all respects continuing and in full force and effect and shall continue to secure all of the Secured Obligations, including without limitation, all Obligations under the Credit Agreement and (v) agrees that this Assignment shall in no manner impair or otherwise adversely affect any of such liens and security interests.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

"Grantors"

BALLY TECHNOLOGIES, INC.,
a Nevada corporation

By:_____
Name: Neil Davidson
Title: Senior Vice President, Chief Financial Officer and Treasurer

ARCADE PLANET, INC.,
a California corporation

BALLY GAMING INTERNATIONAL, INC.,
a Delaware corporation

ALLIANCE HOLDING COMPANY,
a Nevada corporation

BALLY GAMING, INC.,
a Nevada corporation

SIERRA DESIGN GROUP,
a Nevada corporation

CASINO ELECTRONICS, INC.,
a Nevada corporation

COMPUDIGM SERVICES, INC.,
a Nevada corporation

By:_____
Name: Neil Davidson
Title: Treasurer

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BALLY GAMING SERVICES, LLC,

a Nevada limited liability gaming company

By: B.G.I. GAMING & SYSTEMS, S. DE R.L. DE C.V., the Sole Member of BALLY GAMING SERVICES, LLC

By: BALLY GAMING, INC., the Managing Member of B.G.I. GAMING & SYSTEMS, S. DE R.L. DE C.V.

By:_____
Name: Neil Davidson
Title: Treasurer

Address for the Grantors:
c/o Bally Technologies, Inc.
6601 South Bermuda Road
Las Vegas, Nevada 89119

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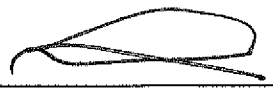
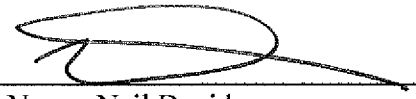
SHFL ENTERTAINMENT, INC.,
a Minnesota corporation

By: 

Name: Neil Davidson
Title: Treasurer and Chief Financial Officer

SHFL INTERNATIONAL LLC,
a Nevada limited liability company

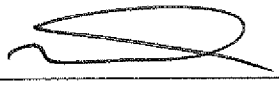
By: SHUFFLE MASTER INTERNATIONAL, INC., the Sole Member of SHFL INTERNATIONAL LLC

By: 

Name: Neil Davidson
Title: Treasurer

SHFL PROPERTIES LLC,
a Nevada limited liability company

By: SHFL ENTERTAINMENT, INC., the Sole Member of SHFL PROPERTIES LLC

By: 

Name: Neil Davidson
Title: Treasurer and Chief Financial Officer

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Administrative Agent"

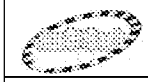
BANK OF AMERICA, N.A.,
as Administrative Agent for the Secured Parties

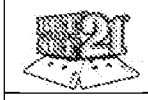
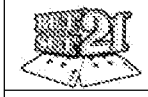
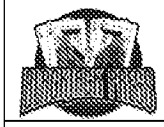
By: _____
Name: Anthony W. Kell
Title: Vice President

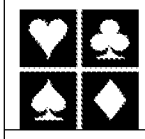
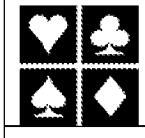
SCHEDULE 1
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Owner: SHFL Entertainment, Inc.

SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
A Better Game...	41	85850564 14-FEB-2013		Pending
ACE	28	75440783 17-FEB-1998	2386811 19-SEP-2000	Registered.
	28	75540578 21-AUG-1998	2405130 21-NOV-2000	Registered.
ACES UP	41	78710909 12-SEP-2005	3372889 22-JAN-2008	Registered.
	41	78710930 12-SEP-2005	3375940 29-JAN-2008	Registered.
	28, 41	78347903 05-JAN-2004	3319419 23-OCT-2007	Registered.
	41	86060439 10-SEP-2013		Pending; Intent to Use
	41	86060474 10-SEP-2013		Pending; Intent to Use
	9	85424143 15-SEP-2011	4139062 08-MAY-2012	Registered.
	41	77131831 15-MAR-2007	3550840 23-DEC-2008	Registered.
BAHAMA BONUS	41	86023305 30-JUL-2013		Pending; Intent to Use
BET THE SET "21"	9	77726418 30-APR-2009	3822911 20-JUL-2010	Registered.
BET THE SET "21"	9	85177367 15-NOV-2010	4097910 14-FEB-2012	Registered.
BET THE SET "21"	28	77726436 30-APR-2009	3829289 03-AUG-2010	Registered.

SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
BET THE SET "21"	41	78615631 25-APR-2005	3246212 29-MAY-2007	Registered.
BET THE SET "21"	41	85556260 29-FEB-2012		Pending; Intent to Use
	9	85418062 08-SEP-2011	4240400 13-NOV-2012	Registered.
	41	85437545 03-OCT-2011	4236350 06-NOV-2012	Registered.
BIG BOMB BONUS	41	85505241 28-DEC-2011		Pending; Intent to Use
BIG RAISE	41	85822761 14-JAN-2013		Pending; Intent to Use
BIG RAISE HOLD'EM	41	85739978 27-SEP-2012		Pending; Intent to Use
	28, 41	78295096 02-SEP-2003	3021773 29-NOV-2005	Registered.
BLACKJACK PRESS	41	77028118 24-OCT-2006	3459807 01-JUL-2008	Registered.
	41	77222891 05-JUL-2007	3491328 26-AUG-2008	Registered.
BRINGING MORE TO THE TABLE	41	78688879 09-AUG-2005	3295050 18-SEP-2007	Registered.
BUSTING LOOSE	41	86017358 23-JUL-2013		Pending; Intent to Use
CARIBBEAN DRAW	41	75108139 22-MAY-1996	2108501 28-OCT-1997	Registered.
CARIBBEAN STUD	28	76607130 16-AUG-2004	3067149 14-MAR-2006	Registered.
CARIBBEAN STUD	41	74277417 21-MAY-1992	1787117 10-AUG-1993	Registered.
CARIBBEAN STUD BONUS	41	85021481 23-APR-2010	3893104 21-DEC-2010	Registered.
	28	76615271 12-OCT-2004	3325211 30-OCT-2007	Registered.
	41	76615270 12-OCT-2004	3325210 30-OCT-2007	Registered.
CASINO WAR	28	74378286	1860468	Registered.

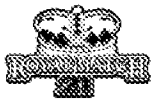
SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
		09-APR-1993	25-OCT-1994	
CASINO WAR	41	85718633 31-AUG-2012		Pending.
CHANGING THE GAME	41	85559614 04-MAR-2012	4323056 23-APR-2013	Registered.
	41	85456036 25-OCT-2011		Pending
CRAZY 4 POKER	41	76419806 12-JUN-2002	2741392 29-JUL-2003	Registered.
CRAZY 4 POKER	41	85729675 14-SEP-2012		Pending; Intent to Use
CRAZY 4 POKER PROGRESSIVE	41	85296861 15-APR-2011	4056340 15-NOV-2011	Registered.
DEALER BLUFF SIX CARD POKER	41	77858357 27-OCT-2009	3885009 07-DEC-2010	Registered.
DEALER BLUFF SIX CARD POKER TWO-WAY BAD BEAT	41	85421770 13-SEP-2011	4289815 12-FEB-2013	Registered.
DECK CHECKER	9	85420600 12-SEP-2011	4188260 07-AUG-2012	Registered.
	9	85420604 12-SEP-2011		Pending; Intent to Use
DECK MATE	9	76159030 02-NOV-2000	2727695 17-JUN-2003	Registered.
	28	76511342 02-MAY-2003	2894544 19-OCT-2004	Registered.
	28	85167591 02-NOV-2010	4082183 10-JAN-2012	Registered.
	41	78888340 19-MAY-2006	3194228 02-JAN-2007	Registered.
	28	78872735 28-APR-2006	3209122 13-FEB-2007	Registered.
	16	75035315 21-DEC-1995	2036848 11-FEB-1997	Registered.

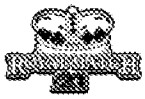
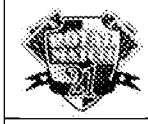
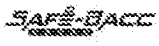
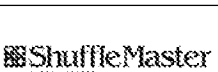
SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
	41	75726665 11-JUN-1999	2395326 17-OCT-2000	Registered.
DOUBLE BARRELL BLACKJACK	41	85238478 09-FEB-2011	4022529 06-SEP-2011	Registered.
	41	85238985 10-FEB-2011	4025758 13-SEP-2011	Registered.
DRAGON BONUS	28	78671324 15-JUL-2005	3248464 29-MAY-2007	Registered.
DRAGON BONUS	41	78299406 11-SEP-2003	2881743 07-SEP-2004	Registered.
DRAGON BONUS	41	85729716 14-SEP-2012		Pending; Intent to Use
FAST ACTION	41	86080673 02-OCT-2013		Pending; Intent to Use
FIRE BET	41	78121283 12-APR-2002	2875551 17-AUG-2004	Registered.
FORTUNE BLACKJACK	41	85851013 15-FEB-2013		Pending; Intent to Use
FORTUNE CARD	41	86015188 19-JUL-2013		Pending; Intent to Use
FORTUNE PAI GOW POKER	28, 41	75264535 26-MAR-1997	2190512 22-SEP-1998	Registered.
FORTUNE PAI GOW POKER	41	85718661 31-AUG-2012	4317171 09-APR-2013	Registered.
FORTUNE PAI GOW POKER PROGRESSIVE	9	77858380 27-OCT-2009	3982194 21-JUN-2011	Registered.
FORTUNE PAI GOW POKER PROGRESSIVE	41	77816869 31-AUG-2009	3849519 21-SEP-2010	Registered.
	41	77857606 26-OCT-2009	3888717 14-DEC-2010	Registered.
FORTUNE SAN LO POKER	41	77859253 28-OCT-2009	4084395 10-JAN-2012	Registered.
	41	85436897 30-SEP-2011	4163867 26-JUN-2012	Registered.
	9	77867354 06-NOV-2009	3837079 24-AUG-2010	Registered.

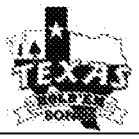
SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
	41	78299442 11-SEP-2003	2936113 29-MAR-2005	Registered.
FOUR CARD POKER BAD BEAT BONUS	41	77120054 01-MAR-2007	3490744 19-AUG-2008	Registered.
HIGH FIVE POKER	41	85177329 15-NOV-2010	4023934 06-SEP-2011	Registered.
HIGH FIVE POKER	41	85555596 28-FEB-2012		Pending; Intent to Use
	41	76451866 23-SEP-2002	2873343 17-AUG-2004	Registered.
HIT AND RUN	41	78831674 07-MAR-2006	3336917 13-NOV-2007	Registered.
HOUSE MONEY	41	85604495 20-APR-2012	4401067 10-SEP-2013	Registered.
I-DEAL	28	77026352 20-OCT-2006	3705718 03-NOV-2009	Registered.
I-SCORE	9	77542000 07-AUG-2008	4029123 20-SEP-2011	Registered.
I-SHOE	9	85210458 04-JAN-2011	4076247 27-DEC-2011	Registered.
ISHOE	28	78974217 14-SEP-2006	3730163 22-DEC-2009	Registered.
	28	85436940 30-SEP-2011	4167049 03-JUL-2012	Registered.
	28	77726384 30-APR-2009	3794676 25-MAY-2010	Registered.
	28	85239480 10-FEB-2011	4022587 06-SEP-2011	Registered.
	41	85177646 16-NOV-2010	4292794 19-FEB-2013	Registered.
	9	77872580 13-NOV-2009	4026661 13-SEP-2011	Registered.
	7	74307880 25-AUG-1992	1794677 28-SEP-1993	Registered.
JACKPOT PAI GOW	28	76620924	3252571	Registered.

SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
		17-NOV-2004	12-JUN-2007	
JACKPOT PAI GOW	41	76620880 17-NOV-2004	3240801 08-MAY-2007	Registered.
LET IT RIDE	9	75298429 23-MAY-1997	2178254 04-AUG-1998	Registered.
LET IT RIDE	28	75529194 31-JUL-1998	2605107 06-AUG-2002	Registered.
LET IT RIDE	41	74343652 28-DEC-1992	1840102 14-JUN-1994	Registered.
LET IT RIDE	41	75318481 27-JUN-1997	2183895 25-AUG-1998	Registered.
	41	75318479 27-JUN-1997	2182290 18-AUG-1998	Registered.
LET IT RIDE BONUS	28	78459552 30-JUL-2004	3049415 24-JAN-2006	Registered.
LET IT RIDE BONUS	41	75318480 27-JUN-1997	2178413 04-AUG-1998	Registered.
	28	77858613 27-OCT-2009	3862977 19-OCT-2010	Registered.
	9	77599844 24-OCT-2008	3630813 02-JUN-2009	Registered.
	41	76289205 23-JUL-2001	2558783 09-APR-2002	Registered.
LET IT RIDE PROGRESSIVE	9	85399283 16-AUG-2011		Pending; Intent to Use
	9	85400707 17-AUG-2011		Pending; Intent to Use
	41	75066898 04-MAR-1996	2100875 30-SEP-1997	Registered.
MAX X	41	85604472		Pending; Intent to Use

SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
		20-APR-2012		
MD1	28	78974240 14-SEP-2006	3225220 03-APR-2007	Registered.
MD2	28	78484979 16-SEP-2004	3013388 08-NOV-2005	Registered.
MD2CR	28	85177304 15-NOV-2010	4068493 06-DEC-2011	Registered.
	28	78484913 16-SEP-2004	3011454 01-NOV-2005	Registered.
	28	85229469 29-JAN-2011	4047028 25-OCT-2011	Registered.
MD3	28	85435830 29-SEP-2011	4306107 19-MAR-2013	Registered.
	28	85435838 29-SEP-2011	4195940 21-AUG-2012	Registered.
MISSISSIPPI STUD	9	77872587 13-NOV-2009	3941563 05-APR-2011	Registered.
	41	78691541 12-AUG-2005	3341291 20-NOV-2007	Registered.
MONEY MARKET	41	85238962 10-FEB-2011	4168809 03-JUL-2012	Registered.
	41	85417024 07-SEP-2011	4188057 07-AUG-2012	Registered.
	41	85506430 30-DEC-2011		Pending; Intent to Use
	41	85416955 07-SEP-2011	4330195 07-MAY-2013	Registered.
PAIR FORTUNES	41	86095990 18-OCT-2013		Pending; Intent to Use
PAIR PLUS	9	85390157 04-AUG-2011	4234994 30-OCT-2012	Registered.
PAIR PLUS	28	85390147 04-AUG-2011	4234993 30-OCT-2012	Registered.
PAIR PLUS	41	85556761 29-FEB-2012	4397025 03-SEP-2013	Registered.

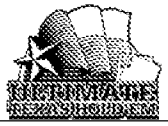
SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
PAIR PLUS	41	85385930 01-AUG-2011		Pending; Intent to Use
PAIR PLUS	41	85390144 04-AUG-2011		Pending; Intent to Use
PAIR SQUARE	41	78615632 25-APR-2005	3131417 15-AUG-2006	Registered.
	28	75359707 19-SEP-1997	2458905 12-JUN-2001	Registered.
PROGRESSIVE BLACKJACK	28	76194307 16-JAN-2001	2584047 18-JUN-2002	Registered.
	41	85322150 16-MAY-2011	4067268 06-DEC-2011	Registered.
	41	85574596 20-MAR-2012		Pending
QUICK BACC	41	86039005 15-AUG-2013		Pending; Intent to Use
RABBIT HUNTER	41	85177301 15-NOV-2010	3978196 14-JUN-2011	Registered.
	41	85253023 28-FEB-2011	4022840 06-SEP-2011	Registered.
RAISE IT UP	41	85551457 23-FEB-2012		Pending; Intent to Use
	41	85741753 28-SEP-2012		Pending; Intent to Use
ROYAL MATCH 21	9	85177354 15-NOV-2010	4097909 14-FEB-2012	Registered.
ROYAL MATCH 21	28	78459574 30-JUL-2004	3335935 13-NOV-2007	Registered.
ROYAL MATCH 21	41	78376979 02-MAR-2004	3059521 14-FEB-2006	Registered.
ROYAL MATCH 21	41	85556452 29-FEB-2012		Pending; Intent to Use
	28	78681365 29-JUL-2005	3277082 07-AUG-2007	Registered.

SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
	41	78681356 29-JUL-2005	3326500 30-OCT-2007	Registered.
	42	85430207 23-SEP-2011	4128858 17-APR-2012	Registered.
	41	85395423 11-AUG-2011	4134618 01-MAY-2012	Registered.
	41	85395991 11-AUG-2011	4138142 08-MAY-2012	Registered.
	41	77464946 02-MAY-2008	3696620 13-OCT-2009	Registered.
	28	86046216 23-AUG-2013		Pending; Intent to Use
	9, 41	85689970 30-JUL-2012		Pending; Intent to Use
	9, 41	85689985 30-JUL-2012		Pending; Intent to Use
SHUFFLE MASTER	28	74303493 10-AUG-1992	1766013 20-APR-1993	Registered.
SHUFFLE MASTER	41	85708526 21-AUG-2012	4317130 09-APR-2013	Registered.
SHUFFLE MASTER INCORPORATED	9	78747574 04-NOV-2005	3291941 11-SEP-2007	Registered.
SHUFFLE MASTER INCORPORATED	28	77726433 30-APR-2009	3978648 14-JUN-2011	Registered.
SHUFFLE MASTER, INC.	28	85397183 12-AUG-2011	4134639 01-MAY-2012	Registered.
SHUFFLE UP PRODUCTIONS	41	78830545 06-MAR-2006	3314435 16-OCT-2007	Registered.
	9	78747598 04-NOV-2005	3291942 11-SEP-2007	Registered.
MASTER	41	78726454 04-OCT-2005	3145173 19-SEP-2006	Registered.
SHUFFLEMASTER.COM	41	78887297	3761885	Registered.

SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
		18-MAY-2006	16-MAR-2010	
	41	85339592 07-JUN-2011	4180646 24-JUL-2012	Registered.
	41	85339578 07-JUN-2011	4268996 01-JAN-2013	Registered.
STRAIGHT EDGE	41	85911867 23-APR-2013		Pending; Intent to Use
STRAIGHT JACK	41	85238493 09-FEB-2011	4047052 25-OCT-2011	Registered.
	41	85351087 20-JUN-2011	4067303 06-DEC-2011	Registered.
TABLE MASTER	9	78248099 09-MAY-2003	3644908 23-JUN-2009	Registered.
TENNESSEE STUD	41	85729684 14-SEP-2012		Pending; Intent to Use
TEXAS HOLD 'EM BONUS	28	76608282 20-AUG-2004	3125004 01-AUG-2006	Registered.
	41	85126238 09-SEP-2010	3940931 05-APR-2011	Registered.
	28	76599801 28-JUN-2004	3102352 06-JUN-2006	Registered.
	41	76599687 28-JUN-2004	3152309 03-OCT-2006	Registered.
	28	86023409 30-JUL-2013		Pending; Intent to Use
	41	78974937 14-SEP-2006	3469819 15-JUL-2008	Registered.
THREE CARD	41	85503603 24-DEC-2011		Pending; Intent to Use

SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
	9	78642753 02-JUN-2005	3360506 25-DEC-2007	Registered.
	41	78647671 09-JUN-2005	3182884 12-DEC-2006	Registered.
THREE CARD POKER	28	78724557 30-SEP-2005	3178778 28-NOV-2006	Registered.
THREE CARD POKER	41	85503602 24-DEC-2011		Pending; Intent to Use
	9	85177369 15-NOV-2010	4109825 06-MAR-2012	Registered.
	28	78481913 10-SEP-2004	3011356 01-NOV-2005	Registered.
	41	85177370 15-NOV-2010	4199195 28-AUG-2012	Registered.
	9	75982062 01-APR-1999	2650060 12-NOV-2002	Registered.
	28	75344769 21-AUG-1997	2233569 23-MAR-1999	Registered.
	41	75726664 11-JUN-1999	2397403 24-OCT-2000	Registered.
	9	85177389 16-NOV-2010	4411412 01-OCT-2013	Registered.
THREE CARD POKER BAD BEAT BONUS	41	77119995 01-MAR-2007	3490743 19-AUG-2008	Registered.
	41	85125161 08-SEP-2010	4311281 02-APR-2013	Registered.
THREE CARD POKER MINI ROYAL EDITION	41	77726407 30-APR-2009	3712037 17-NOV-2009	Registered.
	9	85177378 16-NOV-2010		Pending.
	41	77289277 26-SEP-2007	3623808 19-MAY-2009	Registered.

SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
THREE CARD POKER WORLD CHAMPIONSHIP	41	77005840 22-SEP-2006	3286739 28-AUG-2007	Registered.
	41	77005853 22-SEP-2006	3286740 28-AUG-2007	Registered.
	41	77319066 01-NOV-2007	3640527 16-JUN-2009	Registered.
	28, 41	75738822 29-JUN-1999	2368411 18-JUL-2000	Registered.
TREATY BONUS	41	85688036 26-JUL-2012		Pending; Intent to Use
TWO-WAY BAD BEAT	41	85177339 15-NOV-2010	4218474 02-OCT-2012	Registered.
	41	77327000 12-NOV-2007	3620220 12-MAY-2009	Registered.
ULTIMATE TEXAS HOLD 'EM	9	85177391 16-NOV-2010	4292792 19-FEB-2013	Registered.
ULTIMATE TEXAS HOLD 'EM	28	78720701 26-SEP-2005	3331520 06-NOV-2007	Registered.
ULTIMATE TEXAS HOLD 'EM	41	78672910 18-JUL-2005	3269698 24-JUL-2007	Registered.
ULTIMATE TEXAS HOLD 'EM	41	85177396 16-NOV-2010	4292793 19-FEB-2013	Registered.
ULTIMATE TEXAS HOLD 'EM	41	85420533 12-SEP-2011		Pending; Intent to Use
ULTIMATE TEXAS HOLD 'EM	41	85454139 24-OCT-2011		Pending; Intent to Use
ULTIMATE TEXAS HOLD 'EM	41	85556312 29-FEB-2012		Pending; Intent to Use
	28	77562735 04-SEP-2008	3638222 16-JUN-2009	Registered.
	28	77726392 30-APR-2009	3829288 03-AUG-2010	Registered.

SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status
	41	78675212 21-JUL-2005	3382907 12-FEB-2008	Registered.
	41	85093575 27-JUL-2010	4061042 22-NOV-2011	Registered.
ULTIMATE TEXAS HOLD 'EM BAD BEAT BONUS	41	77120085 01-MAR-2007	3494216 26-AUG-2008	Registered.
ULTIMATE TEXAS HOLD 'EM PROGRESSIVE	41	85416945 07-SEP-2011	4240390 13-NOV-2012	Registered.
	41	78748239 07-NOV-2005	3357470 18-DEC-2007	Registered.

Owner: SHFL Entertainment, Inc. [1]

SHFL Entertainment, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
CINCY POT	41	77867302 06-NOV-2009	3803114 15-JUN-2010	Registered.
	41	85701688 13-AUG-2012	4316770 09-APR-2013	Registered.
	41	76654004 23-JAN-2006	3281264 21-AUG-2007	Registered.
	28	76654005 23-JAN-2006	3281265 21-AUG-2007	Registered.

Owner: Bally Gaming, Inc. dba Bally Technologies

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
1,000,000 DEGREES	9	77584611 02-OCT-2008	3606043 14-APR-2009	Registered

[1] Documentation evidencing name change from Shuffle Master, Inc. to SHFL Entertainment, Inc. to be filed with PTO.

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
1,000,000 PENNIES	9	76315102 20-SEP-2001	2722380 03-JUN-2003	Registered
5 RICHES	9	85868587 06-MAR-2013	4403427 17-SEP-2013	Registered
777 BLAZING	9	85325292 19-MAY-2011	4049404 01-NOV-2011	Registered
777 COLLECT	9	77135924 20-MAR-2007	3351363 11-DEC-2007	Registered
888 BLAZING	9	85325275 19-MAY-2011	4049403 01-NOV-2011	Registered
ACORN PIXIE	9, 28	85714811 28-AUG-2012		Pending; Intent to Use
ACORN'S FORTUNE	9	85432402 26-SEP-2011	4203613 04-SEP-2012	Registered
ACTION BANK	9	86065714 16-SEP-2013		Pending; Intent to Use
ADELITA'S GOLD	9	86065700 16-SEP-2013		Pending; Intent to Use
ALASKAN DAWN	9	85837859 31-JAN-2013		Pending; Intent to Use
ALICE AND THE SCATTERED HEARTS	9	85226041 25-JAN-2011	4172478 10-JUL-2012	Registered
ALL ABOUT MONEY	9	85034505 10-MAY-2010	3988343 05-JUL-2011	Registered
ALL THAT JAZZ!	9	85332790 27-MAY-2011	4250850 27-NOV-2012	Registered
ALL THE MARBLES	9	85375511 19-JUL-2011		Pending; Intent to Use
ALMOST MIDNIGHT	9, 28	85815195 03-JAN-2013		Pending; Intent to Use
ALOHA DELIGHT	9	85204441 22-DEC-2010	4110002 06-MAR-2012	Registered
ALOHA ISLAND	9	85204442 22-DEC-2010	4110003 06-MAR-2012	Registered
ALPHA PRO	9	77872579 13-NOV-2009	3982210 21-JUN-2011	Registered
ALPHA TEAM FOUR	9	77926399 02-FEB-2010	4122264 03-APR-2012	Registered
AMAZING WINS	9	85227728 27-JAN-2011	4012571 16-AUG-2011	Registered
AMAZON FORTUNE	9, 28	85714900 28-AUG-2012		Pending; Intent to Use

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
AMBER RAYS	9	85227767 27-JAN-2011	4012573 16-AUG-2011	Registered
AMERICAN TREASURES	9	85313822 05-MAY-2011	4049378 01-NOV-2011	Registered
ANCIENT PYRAMIDS	28	85589389 04-APR-2012		Pending; Intent to Use
ANCIENT RELICS	9	85837838 31-JAN-2013		Pending; Intent to Use
ANCIENT WONDERS	9	77134752 19-MAR-2007	3347618 04-DEC-2007	Registered
ANGEL WINGS	9, 28	85785370 21-NOV-2012		Pending; Intent to Use
ARABIAN FORTUNES	9, 28	85743125 01-OCT-2012		Pending; Intent to Use
ARCTIC ACES	9	85849374 13-FEB-2013		Pending; Intent to Use
ASIAN TREASURES	9	85225971 25-JAN-2011	3998227 19-JUL-2011	Registered
AUSSIE GOLD	9	85152118 13-OCT-2010	4150945 29-MAY-2012	Registered
AZTEC DAWN	9, 28	85795777 05-DEC-2012		Pending; Intent to Use
BACCHUS GOLD	9	85028995 03-MAY-2010	3994919 12-JUL-2011	Registered
BALBOA'S DISCOVERY	9, 28	85785396 21-NOV-2012		Pending; Intent to Use
BALLOON FESTIVAL	9, 28	85563458 07-MAR-2012	4329293 30-APR-2013	Registered
BATTLE FOR THE CROWN	9, 28	85815172 03-JAN-2013		Pending; Intent to Use
BEACH PARTY	9, 28	85815182 03-JAN-2013		Pending; Intent to Use
BEAT THE HEAT	9, 28	85563426 07-MAR-2012	4329288 30-APR-2013	Registered
BEE LUCKY	9	85425227 16-SEP-2011	4203595 04-SEP-2012	Registered
BEIJING TREASURES	9	85265209 11-MAR-2011	4158764 12-JUN-2012	Registered
BETTER OFF ED	9, 28	85642846 04-JUN-2012		Pending; Intent to Use

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
BEWILDERED	9, 28	85785367 21-NOV-2012		Pending; Intent to Use
BIG VEGAS	9	85301631 21-APR-2011	4162234 19-JUN-2012	Registered
BLACK & WHITE	9	85313683 05-MAY-2011	4049376 01-NOV-2011	Registered
BLACK & WHITE SEVENS	9	85435857 29-SEP-2011	4153470 05-JUN-2012	Registered
BLACK GOLD BLACK	9	85314878 06-MAY-2011	4053198 08-NOV-2011	Registered
BLACK STAR	9	85028980 03-MAY-2010	3994917 12-JUL-2011	Registered
	9	74523332 03-MAY-1994	1894972 23-MAY-1995	Registered
BLAZING DICE	9	86038001 14-AUG-2013		Pending; Intent to Use
BLAZING DRAGONS	9	85164003 28-OCT-2010	4165295 26-JUN-2012	Registered
BLAZING INFERNO	9	85837937 31-JAN-2013		Pending; Intent to Use
BLAZING PEPPERS	9, 28	85714669 28-AUG-2012		Pending; Intent to Use
BLAZING STARS	9	85324883 19-MAY-2011	4049402 01-NOV-2011	Registered
BLAZING SUN	9	85028966 03-MAY-2010	3994916 12-JUL-2011	Registered
BLUE OASIS	28	85734955 21-SEP-2012		Pending; Intent to Use
BOLLYWOOD FANTASTIC	9	85285589 04-APR-2011		Pending; Intent to Use
BONUS FRENZY	9	85470811 11-NOV-2011	4161380 19-JUN-2012	Registered
BONUS STRIKE	9, 28	85589394		Pending; Intent to Use
BONUS STRIKE 5	9, 28	85563436 07-MAR-2012	4329290 30-APR-2013	Registered
BREAKTHROUGH FREE GAMES	9	85428606 21-SEP-2011	4195922 21-AUG-2012	Registered
BULLSEYE BONUS	9	85028974 03-MAY-2010	4242410 13-NOV-2012	Registered
BURGER RUN	9	85251200 24-FEB-2011	4026219 13-SEP-2011	Registered

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
BURIED TREASURES	9	85311164 03-MAY-2011	4272849 08-JAN-2013	Registered
BUTTERFLY BONANZA	9	85432399 26-SEP-2011	4203612 04-SEP-2012	Registered
BUTTERFLY FAIRY	9, 28	85714798 28-AUG-2012		Pending; Intent to Use
BY THE BAY	9	85837989 31-JAN-2013		Pending; Intent to Use
CA$H CANYON	9	85868636 06-MAR-2013		Pending
CA$H WHEEL	9	77845570 09-OCT-2009	3908987 18-JAN-2011	Registered
CA$H'M IF YOU CAN!	9	86089897 11-OCT-2013		Pending
CALAMITY JANE	9	85225995 25-JAN-2011		Pending; Intent to Use
CAPE FORTUNE	9, 28	85714890 28-AUG-2012		Pending; Intent to Use
CAPE LOOKOUT	9	85837898 31-JAN-2013		Pending; Intent to Use
CASH CONNECTION	9	85428654 21-SEP-2011	4203601 04-SEP-2012	Registered
CASH CRUISE	9	85284312 01-APR-2011	4272795 08-JAN-2013	Registered
CASH ECLIPSE	9	77731919 07-MAY-2009	4202676 04-SEP-2012	Registered
CASH FALLS	9	85967055 21-JUN-2013		Pending; Intent to Use
CASH HOGS	9, 28	85815174 03-JAN-2013		Pending; Intent to Use
CASH METEOR	9	85312453 04-MAY-2011	4053181 08-NOV-2011	Registered
CASH SLIDE	9	85204372 22-DEC-2010		Pending; Intent to Use
CASH WAVE	9	85301623 21-APR-2011	4158921 12-JUN-2012	Registered
CASH WIZARD	9	77845535 09-OCT-2009	3990705 05-JUL-2011	Registered
CASH WIZARD TIKI MAGIC	9, 28	85657186 20-JUN-2012		Pending; Intent to Use
CASH'M IF YOU CAN	9, 28	85585525 30-MAR-2012		Pending; Intent to Use (to be abandoned)

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
CASINO CRITTERS	9	85621106 09-MAY-2012		Pending; Intent to Use
CELESTIAL GARDEN	9, 28	85785378 21-NOV-2012		Pending; Intent to Use
CELTIC MYST	9	85838000 31-JAN-2013		Pending; Intent to Use
CHALLENGE CONNECTION	42	85867741 05-MAR-2013		Pending; Intent to Use
CHAMPIONS OF ROME	9	85868540 06-MAR-2013	4403426 17-SEP-2013	Registered
CHIMNEY STACKS	9	85375532 19-JUL-2011	4211337 18-SEP-2012	Registered
CHINA RIVER	9	85884377 22-MAR-2013		Pending
CHINESE KITCHEN	9	85329232 24-MAY-2011	4080053 03-JAN-2012	Registered
CHINESE ZODIAC	9, 28	85563434 07-MAR-2012	4329289 30-APR-2013	Registered
CHOCO CHOCO	9	85949456 03-JUN-2013		Pending
CODE OF THE ANCIENTS	9	85375508 19-JUL-2011	4280436 22-JAN-2013	Registered
CODE RED	9	85124967 08-SEP-2010	4122527 03-APR-2012	Registered
CONQUEROR OF JEWELS	9, 28	85714683 28-AUG-2012		Pending; Intent to Use
COOLSIGN	35	78080921 23-AUG-2001	2792837 09-DEC-2003	Registered
COOLSIGN	9	75795847 08-SEP-1999	2466541 03-JUL-2001	Registered
COPPER DROPPER	9	77736157 13-MAY-2009	3722032 08-DEC-2009	Registered
COSMIC PIGGY	9, 28	85756950 17-OCT-2012		Pending; Intent to Use
CRAZY WINNERS	9	77735123 12-MAY-2009	3908700 18-JAN-2011	Registered
CRIMSON ROSE	9	85837834 31-JAN-2013		Pending; Intent to Use
CRYSTAL BAY	28	85734950 21-SEP-2012		Pending; Intent to Use
CRYSTAL FOX	9, 28	85546418 17-FEB-2012	4310409 26-MAR-2013	Registered

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
CRYSTAL SPIDER	9	85849365 13-FEB-2013		Pending; Intent to Use
CUBANA	9	85382843 27-JUL-2011	4203482 04-SEP-2012	Registered
CUPID & PSYCHE	9	85684778 23-JUL-2012		Pending; Intent to Use
CUPID'S REVENGE	9, 28	85714656 28-AUG-2012		Pending; Intent to Use
CURVE	9	85204339 22-DEC-2010		Pending; Intent to Use (to be abandoned)
	28	85661173 25-JUN-2012		Pending; Intent to Use
DANTE'S DIAMONDS	9, 28	85756959 17-OCT-2012		Pending; Intent to Use
DANTE'S LAVA LOUNGE	9	85313799 05-MAY-2011	4076661 27-DEC-2011	Registered
DESERT OASIS	9	85438136 03-OCT-2011	4146618 22-MAY-2012	Registered
DEVILICIOUS	9	85425221 16-SEP-2011		Pending; Intent to Use
DIAMOND HEAT	9, 28	85546431 17-FEB-2012	4310411 26-MAR-2013	Registered
DIAMOND LINE	9	85329247 24-MAY-2011	4053245 08-NOV-2011	Registered
DIAMOND MILLIONS	9, 28	85815192 03-JAN-2013		Pending; Intent to Use
DIAMOND PEAK	9	85077091 02-JUL-2010	4096803 07-FEB-2012	Registered
DIAMOND WINNERS	9	85967023 21-JUN-2013		Pending; Intent to Use
DIAMONDS & DEVILS	9	85312602 04-MAY-2011	4049374 01-NOV-2011	Registered
DIAMONDS & GEMS	9	85432395 26-SEP-2011		Pending; Intent to Use
DIAMONDS AND PEARLS	9	85329258 24-MAY-2011	4049411 01-NOV-2011	Registered
DIAMONDS OF THE SEA	9	85869019 06-MAR-2013		Pending; Intent to Use
DIRECTIONAL WILDS	9	85428586 21-SEP-2011	4354690 18-JUN-2013	Registered
DOLPHIN'S TALE	9, 28	85756953		Pending; Intent to Use

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
		17-OCT-2012		
DOMINO TRAIN	9	77595601 18-OCT-2008	3822620 20-JUL-2010	Registered
DOUBLE DRAGON	9	85311498 03-MAY-2011	4053173 08-NOV-2011	Registered
DOUBLE DYNAMO 7S	9	85329276 24-MAY-2011	4053246 08-NOV-2011	Registered
DOUBLE FRUIT	9	77831424 21-SEP-2009	3911989 25-JAN-2011	Registered
DOUBLE JACKPOT NINJA STAR	9	77830225 18-SEP-2009	3911980 25-JAN-2011	Registered
DOUBLE SAMURAI	9	77830221 18-SEP-2009	3911979 25-JAN-2011	Registered
DRAGON ATTACK	9	85849370 13-FEB-2013		Pending; Intent to Use
DRAGON DROP	9	85329308 24-MAY-2011		Pending; Intent to Use
DRAGON MOON	9	85967039 21-JUN-2013		Pending; Intent to Use
DRAGON RISING	9	85967058 21-JUN-2013		Pending; Intent to Use
DRAGON WHEEL	9	85152098 13-OCT-2010	4183858 31-JUL-2012	Registered
DRAGON WONDER	9	85164034 28-OCT-2010	4165296 26-JUN-2012	Registered
DRAGONS PEAK	9, 28	85664782 28-JUN-2012		Pending; Intent to Use
DUALVISION	9	85365985 07-JUL-2011	4093905 31-JAN-2012	Registered
DUTCHMAN'S GOLD	9	85070939 24-JUN-2010	4050261 01-NOV-2011	Registered
EASTERN PROMISE	9	85837829 31-JAN-2013		Pending; Intent to Use
EASY CASH EDDY	9	85375502 19-JUL-2011	4172919 10-JUL-2012	Registered
EASY PICKINS	9, 28	85589384 04-APR-2012	4325744 23-APR-2013	Registered
ELECTRO 7'S	9	77831427 21-SEP-2009	4029307 20-SEP-2011	Registered
EMERALD FALLS	9	77944225 24-FEB-2010	3990878 05-JUL-2011	Registered
EMERALD TREASURES	9	85251186 24-FEB-2011	4026218 13-SEP-2011	Registered

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
EMPEROR'S GOLD	9	77731987 07-MAY-2009	3908693 18-JAN-2011	Registered
EMPEROR'S SWORD	9	77830219 18-SEP-2009	3911978 25-JAN-2011	Registered
ENCHANTING SPELLS	9	86031905 07-AUG-2013		Pending; Intent to Use
EXTRA MONEY	9	85281624 30-MAR-2011	4162137 19-JUN-2012	Registered
FAIRY PLAY	9	85178370 16-NOV-2010	3989531 05-JUL-2011	Registered
FAIRY SONG	9, 28	85714789 28-AUG-2012		Pending; Intent to Use
FAIRY TREE	9, 28	85714782 28-AUG-2012		Pending; Intent to Use (to be abandoned)
Fantastic A	9	86069777 19-SEP-2013		Pending; Intent to Use
FEATHERED FRIENDS	28	85633656 23-MAY-2012		Pending; Intent to Use
FIRE MOON	9, 28	85714774 28-AUG-2012		Pending; Intent to Use
FIREBALL II AFTER BURN	9	85948112 31-MAY-2013		Pending; Intent to Use
FIREBIRD	9	77601567 27-OCT-2008	3716667 24-NOV-2009	Registered
FIREBIRD STUDIOS	9	77926391 02-FEB-2010	4125957 10-APR-2012	Registered
FISH'N FOR LOOT	9	85356057 24-JUN-2011	4172885 10-JUL-2012	Registered
FIXIN' TO WIN	9	77135735 20-MAR-2007	3347683 04-DEC-2007	Registered
FLIP-A-CARD	9	85967063 21-JUN-2013		Pending; Intent to Use
FLIPPIN WILD	9	85204350 22-DEC-2010	4106692 28-FEB-2012	Registered
FLYING CARPET	9	77287073 24-SEP-2007	3818827 13-JUL-2010	Registered
FOREST NYMPH	9, 28	85714756 28-AUG-2012		Pending; Intent to Use
FOREST WILD	9	85470846 11-NOV-2011	4121993 03-APR-2012	Registered

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
FORGET ME NOT	9	85837975 31-JAN-2013		Pending; Intent to Use
FORT WILD	9	85225992 25-JAN-2011	4110075 06-MAR-2012	Registered
FORTUNE FISH	9, 28	85770734 02-NOV-2012		Pending; Intent to Use
FREE GAMES FEVER	9	85462944 02-NOV-2011	4269456 01-JAN-2013	Registered
FREEDOM PAYS	9	85324799 19-MAY-2011	4077045 27-DEC-2011	Registered
FU DAO LE	9	86003186 05-JUL-2013		Pending; Intent to Use
FU LION	9	86004724 08-JUL-2013		Pending; Intent to Use
FU STAR	9	86004744 08-JUL-2013		Pending; Intent to Use
GAMEFLIX	9	85258200 04-MAR-2011		Pending; Intent to Use
GAMEMAKER	9	77506965 24-JUN-2008	3569763 03-FEB-2009	Registered
GAMES4YOU	9, 42	78969997 08-SEP-2006	3506685 23-SEP-2008	Registered.
GAUCHO'S GOLD	9	85034659 10-MAY-2010	3982582 21-JUN-2011	Registered
GEMS OF FIRE	9	85411798 31-AUG-2011	4203568 04-SEP-2012	Registered
GENEROUS DRAGONS	9	85967032 21-JUN-2013		Pending; Intent to Use
GENIE'S GOLD	9, 28	85664742 28-JUN-2012		Pending; Intent to Use
GET RICH ON ROUTE 66	9	85869014 06-MAR-2013		Intent to Use (to be abandoned)
GIANT RICHES	9	86031891 07-AUG-2013		Pending; Intent to Use
GINGER WILDE	9	85837877 31-JAN-2013		Pending; Intent to Use
GIVE A HOOT	9	85837909 31-JAN-2013		Pending; Intent to Use
GLACIER WILD	9	85470857 11-NOV-2011	4121994 03-APR-2012	Registered
GLITTER BALL	9, 28	85642851 04-JUN-2012		Pending; Intent to Use

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
GODDESS OF WEALTH	9	85375546 19-JUL-2011	4211338 18-SEP-2012	Registered
GOLD BUG	9	85425969 19-SEP-2011	4128853 17-APR-2012	Registered
GOLD BUG FREE RANGERS	9	77907345 07-JAN-2010	3829617 03-AUG-2010	Registered
GOLD NUGGETS	9	85241905 14-FEB-2011	4132907 24-APR-2012	Registered
GOLD ON THE BAYOU	9	85028954 03-MAY-2010	4158298 12-JUN-2012	Registered
GOLD RUSH	9	85258182 04-MAR-2011	4258317 11-DEC-2012	Registered
GOLD VAULT	9	85226035 25-JAN-2011	4143761 15-MAY-2012	Registered
GOLDBEARD'S TREASURE	9	85245430 17-FEB-2011	4026029 13-SEP-2011	Registered
GOLDEN 8S	9	85245483 17-FEB-2011	4111086 13-MAR-2012	Registered
GOLDEN BELL	9	85325887 20-MAY-2011	4049407 01-NOV-2011	Registered
GOLDEN FLASH	9	85028989 03-MAY-2010	3994918 12-JUL-2011	Registered
GOLDEN FLEECE	9	77442176 07-APR-2008	3818923 13-JUL-2010	Registered
GOLDEN PHARAOH	9	77944229 24-FEB-2010	4046095 25-OCT-2011	Registered
GOLDEN REEF	9	77926412 02-FEB-2010	3994672 12-JUL-2011	Registered
GOLDEN SCARAB	9, 28	85546392 17-FEB-2012	4310406 26-MAR-2013	Registered
GOLDEN SCEPTRE	9	77734171 11-MAY-2009	3838877 24-AUG-2010	Registered
GOLDEN TREASURE	9	77508886 26-JUN-2008	3655721 14-JUL-2009	Registered
GOLDEN WHEELS	9	77845636 09-OCT-2009	3901698 04-JAN-2011	Registered
GOLDEN WINNERS	9	85332819 27-MAY-2011	4343106 28-MAY-2013	Registered
GOZEN	9	85970409 26-JUN-2013		Pending; Intent to Use
GREEN & GOLD	9	85398027 15-AUG-2011	4272988 08-JAN-2013	Registered
GROOVY LOUEY	9, 28	85756955 17-OCT-2012		Pending; Intent to Use

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
GROOVY MACHINE	9	85311528 03-MAY-2011	4104636 28-FEB-2012	Registered
GTM	9	77221799 03-JUL-2007	3385138 19-FEB-2008	Registered
HAMMER HEAD	9	77926408 02-FEB-2010	3994671 12-JUL-2011	Registered
HAND OF THE DEVIL	9	85466520 07-NOV-2011	4325267 23-APR-2013	Registered
HARBOR FESTIVAL	9	85908011 18-APR-2013		Intent to Use (to be abandoned)
HATCH THE CA$H	9	85314957 06-MAY-2011	4053199 08-NOV-2011	Registered
HAVANA CUBANA	9	85382841 27-JUL-2011	4203481 04-SEP-2012	Registered
HEAVENLY EMPRESS	9	85481545 28-NOV-2011	4325302 23-APR-2013	Registered
HERA'S GOLD	9, 28	85563442 07-MAR-2012	4329291 30-APR-2013	Registered
HIDDEN PARADISE	9	77734253 11-MAY-2009	4214273 25-SEP-2012	Registered
HIDDEN RICHES	9	77134711 19-MAR-2007	3347615 04-DEC-2007	Registered
HIP HIP HIPPO	9, 28	85815194 03-JAN-2013		Pending; Intent to Use
HOARDS OF LOOT	9, 28	85684749 23-JUL-2012		Pending; Intent to Use
HONEY BUNNY	9	85849379 13-FEB-2013		Pending; Intent to Use
HORSE OF HEARTS	9, 28	85815170 03-JAN-2013		Pending; Intent to Use
HOT LINES	9	85312158 04-MAY-2011	4053178 08-NOV-2011	Registered
HOT LIPS	9, 28	85684744 23-JUL-2012		Intent to Use (to be abandoned)
HOT ROCKS	9	85923241 03-MAY-2013		Pending
HOT SHOT	9	77872457 13-NOV-2009	3849632 21-SEP-2010	Registered
HOT SHOT FRENZY	9	77872552 13-NOV-2009	3849633 21-SEP-2010	Registered
HOT SHOT PROGRESSIVE	9	77872548 13-NOV-2009	3852621 28-SEP-2010	Registered

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
HOT SPIN	9	85221570 19-JAN-2011	4368977 16-JUL-2013	Registered
HOT WINS	9, 28	85664737 28-JUN-2012		Pending; Intent to Use
HOT ZONE	9	77845552 09-OCT-2009	3901697 04-JAN-2011	Registered
HUMMINGBIRD HONEY	9	85462948 02-NOV-2011		Pending; Intent to Use
ICICLE ALLEY	9	77734303 11-MAY-2009	3826188 27-JUL-2010	Registered
IN THE MONEY	9	86089975 11-OCT-2013		Pending
INCA GOLD	9	85070954 24-JUN-2010	4050262 01-NOV-2011	Registered
INSTANT FORTUNE	9	77595599 18-OCT-2008	3750549 16-FEB-2010	Registered
INSTANT RICHES	9	85179414 17-NOV-2010	3993122 12-JUL-2011	Registered
ISLAND RICHES	9	85444323 11-OCT-2011	4121952 03-APR-2012	Registered
ISLAND WINS	9	85225951 25-JAN-2011	3998226 19-JUL-2011	Registered
JACKPOT EMPIRE	9	85837972 31-JAN-2013		Pending; Intent to Use.
JACKPOT LANTERNS	9	85089014 20-JUL-2010	4222378 09-OCT-2012	Registered
JACKPOT LURE	9	85967087 21-JUN-2013		Pending; Intent to Use
JACKPOT RUMBLE	9, 28	85684738 23-JUL-2012		Pending; Intent to Use
JAZZ RIVER	9	86065739 16-SEP-2013		Pending; Intent to Use
JEWEL OF THE DRAGON	9	85258141 04-MAR-2011	4132968 24-APR-2012	Registered
JOY OF SAMBA	9, 28	85714879 28-AUG-2012		Pending; Intent to Use
JUGGLING JACK	28	85633651 23-MAY-2012		Pending; Intent to Use
KING OF DIAMONDS	9	85398023 15-AUG-2011	4203528 04-SEP-2012	Registered
KING PRAWN	9	86031880 07-AUG-2013		Pending; Intent to Use
KINGDOM OF MYSTERIES	9, 28	85546405	4310407	Registered

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
		17-FEB-2012	26-MAR-2013	
KING'S CROWN	9	77731923 07-MAY-2009	3846122 07-SEP-2010	Registered
KING'S JEWELS	9	85314891 06-MAY-2011	4158969 12-JUN-2012	Registered
KING'S RICHES	9	77731980 07-MAY-2009	3920451 15-FEB-2011	Registered
KISS ME	9	85837906 31-JAN-2013		Pending; Intent to Use
KITE PARTY	9, 28	85815188 03-JAN-2013		Pending; Intent to Use
KOI TREASURES	9	85476351 18-NOV-2011	4321758 16-APR-2013	Registered
LADIES FIRST	9	85837894 31-JAN-2013		Pending; Intent to Use
LADY ROBIN HOOD	9	85258569 04-MAR-2011		Pending; Intent to Use
LAND OF LIBERTY	9	85470349 11-NOV-2011	4121991 03-APR-2012	Registered
LIGHTNING JACKPOTS	9	85332764 27-MAY-2011	4151572 29-MAY-2012	Registered
LIGHTNING LINES	9	86065727 16-SEP-2013		Pending; Intent to Use
LIGHTNING REELS	9	85325382 19-MAY-2011	4104733 28-FEB-2012	Registered
LIVE FLOOR VIEW	9	85815210 03-JAN-2013		Pending (to be abandoned)
LOCKING HOT ZONE	9	85868839 06-MAR-2013		Pending
LOVE IS IN THE AIR	9	85375524 19-JUL-2011	4172920 10-JUL-2012	Registered
LOVER'S PEACOCK	9, 28	85714753 28-AUG-2012		Pending; Intent to Use
LUCKY ARROW	9	86003180 05-JUL-2013		Pending; Intent to Use
LUCKY BAMBOO	9	85466540 07-NOV-2011	4321747 16-APR-2013	Registered
LUCKY NEKO	9, 28	85714864 28-AUG-2012		Pending; Intent to Use
LUCKY SWAP	9	85734884 21-SEP-2012		Pending; Intent to Use
LUCKY TREE	9	85907970 18-APR-2013		Pending; Intent to Use

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
MACROVIEW LABS	9, 42	77779225 13-JUL-2009	3780439 27-APR-2010	Registered.
MAGIC BELLS	9	85226026 25-JAN-2011	4139991 08-MAY-2012	Registered
MAGIC MONEY	9	77734128 11-MAY-2009	3920459 15-FEB-2011	Registered
MAGIC MONKEY	9	85433363 27-SEP-2011	4146484 22-MAY-2012	Registered
MAJESTIC 777	9	86065747 16-SEP-2013		Pending; Intent to Use
MAJESTIC ROYALS	9	77688918 11-MAR-2009	3815374 06-JUL-2010	Registered
MAJESTIC STAG	9, 28	85546410 17-FEB-2012	4310408 26-MAR-2013	Registered
MANTRA	9	77926384 02-FEB-2010	4003293 26-JUL-2011	Registered
MAYAN GEMS	9	85466534 07-NOV-2011	4258956 11-DEC-2012	Registered
MAYAN TREASURES	9	85225977 25-JAN-2011	3998228 19-JUL-2011	Registered
MEET ME IN THE MIDDLE	9	77845528 09-OCT-2009	3905412 11-JAN-2011	Registered
MEGA FRUITS	9	77685799 06-MAR-2009	3826019 27-JUL-2010	Registered
MEGA STACKS	9	85839052 01-FEB-2013	4399737 10-SEP-2013	Registered
MEGA WINNER	9	77509399 26-JUN-2008	3772516 06-APR-2010	Registered
MEMORY PAY	9	85466513 07-NOV-2011	4269484 01-JAN-2013	Registered
MERCURY	9	77927253 03-FEB-2010	4109363 06-MAR-2012	Registered
MERMAID KINGDOM	9	85356072 24-JUN-2011	4211227 18-SEP-2012	Registered
MERMAID'S TREASURE	9	85245440 17-FEB-2011	4026031 13-SEP-2011	Registered
MIDNIGHT DIAMONDS	9	85267309 15-MAR-2011	4100208 14-FEB-2012	Registered
MIDNIGHT MOON	9	85028960 03-MAY-2010	3994915 12-JUL-2011	Registered
MILLIONAIRE SEVENS	9	77845365 09-OCT-2009	3978845 14-JUN-2011	Registered
MONEY MATCH	9	85312409 04-MAY-2011	4053180 08-NOV-2011	Registered

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
MONEY MAYHEM	9	85204347 22-DEC-2010	4203001 04-SEP-2012	Registered
MONEY MOON	9	85301648 21-APR-2011	4158922 12-JUN-2012	Registered
MONEY TALKS	9	85398232 15-AUG-2011	4195839 21-AUG-2012	Registered
MONEY VAULT	9	85312727 04-MAY-2011	4053183 08-NOV-2011	Registered
MONEY WHEEL	9	85152100 13-OCT-2010	4191278 14-AUG-2012	Registered
MONEY WORKS	9	85204367 22-DEC-2010	4158599 12-JUN-2012	Registered
MONKEY'S FORTUNE	9	85245455 17-FEB-2011	4026034 13-SEP-2011	Registered
MOON DYNASTY	9	85377855 21-JUL-2011	4172923 10-JUL-2012	Registered
MOON GODDESS	9	77907343 07-JAN-2010	4122237 03-APR-2012	Registered
MOONLIGHT RIDER	9, 28	85714734 28-AUG-2012		Pending; Intent to Use (to be abandoned)
MOONLIGHT SHADOW	9, 28	85714728 28-AUG-2012		Pending; Intent to Use
MOONSHINE MADNESS	9	85869027 06-MAR-2013		Pending; Intent to Use
MULTI-SPIN PLATINUM	9	85967072 21-JUN-2013		Pending; Intent to Use
MYSTERIA	9	85226022 25-JAN-2011	4139990 08-MAY-2012	Registered
MYSTERY FREE GAMES	9	85785342 21-NOV-2012		Pending; Intent to Use
MYSTERY STACKED REELS	9	85726496 11-SEP-2012		Pending; Intent to Use
NIGHT WATCH	9	85837886 31-JAN-2013		Pending; Intent to Use
NORTHERN GOLD	9	85470274 11-NOV-2011	4325274 23-APR-2013	Registered
OCEAN OF DESIRE	9	85967097 21-JUN-2013		Pending; Intent to Use
OFFER BONUS	9	85785289 21-NOV-2012		Pending; Intent to Use
Old Jalapeños Hot & Spicy	9	85868421 06-MAR-2013	4418185 15-OCT-2013	Registered
ON THE DOUBLE	9	86038004 14-AUG-2013		Pending; Intent to Use

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
ONE VIEW	35	85820575 10-JAN-2013		Pending; Intent to Use (to be abandoned)
OUTBACK TREASURES	9	85419338 09-SEP-2011		Pending; Intent to Use
PACIFIC TREASURES	9	85325405 19-MAY-2011	4049406 01-NOV-2011	Registered
PARADISE BEACH	9	85305353 26-APR-2011	4158940 12-JUN-2012	Registered
PASSION OF THE NILE	9	85837780 31-JAN-2013		Pending; Intent to Use
PEACOCK PLENTY	9	85226031 25-JAN-2011	4165412 26-JUN-2012	Registered
PEEK-A-BOO-PIXIE	28	85633644 23-MAY-2012		Pending; Intent to Use
PERFECT 8	9	85329315 24-MAY-2011	4313685 02-APR-2013	Registered
PERSIAN EMPIRE	9	85225940 25-JAN-2011	3998225 19-JUL-2011	Registered
PHARAOH'S DREAM	9	85377862 21-JUL-2011	4211349 18-SEP-2012	Registered
PHARAOH'S TREASURE	9	77731976 07-MAY-2009	3948384 19-APR-2011	Registered
PICK A PUPPY	9, 28	85714875 28-AUG-2012		Pending; Intent to Use (to be abandoned)
PINK PEARL	9	85258148 04-MAR-2011	4092282 24-JAN-2012	Registered
PIRATE BEACH	9	85312631 04-MAY-2011	4045560 25-OCT-2011	Registered
PIRATE'S QUEST	9	85413586 01-SEP-2011	4321683 16-APR-2013	Registered
PIRATE'S TROVE	9	85225932 25-JAN-2011	4286523 05-FEB-2013	Registered
PIT STOP BONUS	9	85734924 21-SEP-2012		Pending; Intent to Use
PLATINUM 7S	9, 28	85657201 20-JUN-2012	4325925 23-APR-2013	Registered
PLUM CRAZY	9	77845252 09-OCT-2009	3901693 04-JAN-2011	Registered
PLUM WILD	9	77845542 09-OCT-2009	3929562 08-MAR-2011	Registered
POISON	9	85849350 13-FEB-2013		Pending; Intent to Use
POLAR MAGIC	9, 28	85714711		Pending; Intent to Use

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		28-AUG-2012		
POWER MAX	9	85325374 19-MAY-2011	4074220 20-DEC-2011	Registered
POWER PROGRESSIVES	9	77484254 27-MAY-2008	3560487 13-JAN-2009	Registered
POWER STRIKE	9	85384075 28-JUL-2011	4138076 08-MAY-2012	Registered
POWER UP	9, 28	85785436 21-NOV-2012		Pending; Intent to Use
PRECIOUS DIAMONDS	9	85384061 28-JUL-2011	4272968 08-JAN-2013	Registered
PRIZEBALL DRAGON	9	85907985 18-APR-2013		Pending; Intent to Use
PRO JUMBO V55	9	86024072 30-JUL-2013		Pending; Intent to Use
PRO WAVE	9	85970394 26-JUN-2013		Pending; Intent to Use
PROCHINKO	9, 28	85664775 28-JUN-2012		Pending; Intent to Use
PSYCHIC SPIN	9	85325416 19-MAY-2011	4074221 20-DEC-2011	Registered
PUPPY PLUNDER	9	85849359 13-FEB-2013		Pending; Intent to Use
	9	85959426 13-JUN-2013		Pending
QUICK HIT DIAMOND	9	85433401 27-SEP-2011	4128861 17-APR-2012	Registered
QUICK HIT FEVER	9	85726475 11-SEP-2012		Pending; Intent to Use (to be abandoned)
QUICK HIT PLATINUM	9	77223010 05-JUL-2007	3838273 24-AUG-2010	Registered
QUICK HIT PRO	9	85398242 15-AUG-2011	4231129 23-OCT-2012	Registered
QUICK HIT ULTIMATE	9	85837917 31-JAN-2013		Pending; Intent to Use
RADIANT RICHES	9	85470281 11-NOV-2011	4203726 04-SEP-2012	Registered
RADIATING WILDS	9	85756569 17-OCT-2012		Pending; Intent to Use
RAIN GODDESS	9, 28	85642843 04-JUN-2012		Pending; Intent to Use
RAINBOW DRAGON	9	85265198	4218725	Registered

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		11-MAR-2011	02-OCT-2012	
RAINBOW WILDS	9	86031886 07-AUG-2013		Pending; Intent to Use
RAMSES GOLD	9	85164635 29-OCT-2010	4165297 26-JUN-2012	Registered
RED PHOENIX	9, 28	85664773 28-JUN-2012		Pending; Intent to Use
REEL BLAST	9	86004749 08-JUL-2013		Pending; Intent to Use
REEL IMAGE	9	85324897 19-MAY-2011	4074216 20-DEC-2011	Registered
REEL MANIA	9	77509372 26-JUN-2008	3904739 11-JAN-2011	Registered
REEL MONEY	9	77490560 04-JUN-2008	3530973 11-NOV-2008	Registered
REEL WARRIORS	9	77926377 02-FEB-2010	4122263 03-APR-2012	Registered
REEL WILD JAGUAR	9	85311187 03-MAY-2011	4165697 26-JUN-2012	Registered
RICH & FAMOUS	9	85319024 12-MAY-2011	4049386 01-NOV-2011	Registered
RICHES OF ROYALTY	9	77731965 07-MAY-2009	4109189 06-MAR-2012	Registered
RICHES OF THE KINGS	9	85284308 01-APR-2011	4206986 11-SEP-2012	Registered
RING OF RICHES	9	77734122 11-MAY-2009	3838876 24-AUG-2010	Registered
RISE OF RA	9, 28	85664769 28-JUN-2012		Pending; Intent to Use
RISING X	9	85734904 21-SEP-2012		Pending; Intent to Use
RIVER SUN	9	86037977 14-AUG-2013		Pending; Intent to Use
RIVER WILD	9	85433415 27-SEP-2011	4121934 03-APR-2012	Registered
ROAR'N RUMBLE	9, 28	85657204 20-JUN-2012		Pending; Intent to Use
ROLL THE BONES	9, 28	85642837 04-JUN-2012		Pending; Intent to Use
ROLLING WILDS	9	85428601 21-SEP-2011	4369217 16-JUL-2013	Registered
ROMANTIC EYES	9, 28	85756966 17-OCT-2012		Pending; Intent to Use

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ROSE FAIRY	9, 28	85714694 28-AUG-2012		Pending; Intent to Use
ROYAL EAGLE	9, 28	85785425 21-NOV-2012		Pending; Intent to Use
ROYAL WEDDING	9	85382836 27-JUL-2011		Pending; Intent to Use
RUBY RUSH	9	85325261 19-MAY-2011	4074219 20-DEC-2011	Registered
RUN WITH THE PACK	9	85837933 31-JAN-2013		Pending; Intent to Use
SAFARI GRAND SLAM	9	85948095 31-MAY-2013		Pending; Intent to Use
SAFARI MAGIC	9	85644497 06-JUN-2012		Pending; Intent to Use
SAKURA FESTIVAL	9, 28	85563416 07-MAR-2012	4329287 30-APR-2013	Registered
SALSA HEAT	9	85462957 02-NOV-2011	4265575 25-DEC-2012	Registered
SAVANNAH TREASURES	9	77680608 27-FEB-2009	3978590 14-JUN-2011	Registered
SCARLETT'S SALOON	9, 28	85714849 28-AUG-2012		Pending; Intent to Use
SCRATCH & MATCH	9	85785305 21-NOV-2012		Pending; Intent to Use
SEA GODDESS	9	85204435 22-DEC-2010	4110001 06-MAR-2012	Registered
SEAGULL SAM	9	85070721 24-JUN-2010	4050260 01-NOV-2011	Registered
SIN CITY DIABLOS	9	77926373 02-FEB-2010	4125956 10-APR-2012	Registered
SIR GALAHAD	9	85029080 03-MAY-2010	4172178 10-JUL-2012	Registered
SIREN OF THE SEA	9	85837853 31-JAN-2013		Pending; Intent to Use
SIZZLING JACKPOTS	9	85756580 17-OCT-2012		Pending; Intent to Use
SNOW DRAGON	9	86003170 05-JUL-2013		Pending; Intent to Use
SNOW MAIDEN	9	85869007 06-MAR-2013		Pending; Intent to Use
SO-CAL SLOT SHOP	9	85070735 24-JUN-2010	4246426 20-NOV-2012	Registered
SORCERER'S GOLD	9	85164043	4332292	Registered

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		28-OCT-2010	07-MAY-2013	
SORCERER'S SECRET	9, 28	85657172 20-JUN-2012		Pending; Intent to Use
SPACE ATTACK	9	85297750 18-APR-2011	4158911 12-JUN-2012	Registered
SPACE BOOTY	9	85967093 21-JUN-2013		Pending; Intent to Use
SPARKLING DIAMONDS	9	85470492 11-NOV-2011	4161377 19-JUN-2012	Registered
SPARTAN'S GOLD	9	85070692 24-JUN-2010	4179946 24-JUL-2012	Registered
SPIRIT GUIDE	9	85967073 21-JUN-2013		Pending; Intent to Use
SPRING BLOSSOM	9	85329338 24-MAY-2011	4313686 02-APR-2013	Registered
STACK IT UP	9	85967036 21-JUN-2013		Pending; Intent to Use
STAR SIGNS	28	85611001 27-APR-2012		Pending; Intent to Use
STARLIGHT FIRE	9	85470737 11-NOV-2011	4121992 03-APR-2012	Registered
STARS & BARS	9	85470771 11-NOV-2011	4167978 03-JUL-2012	Registered
STRING OF PEARLS	9	85325211 19-MAY-2011	4158998 12-JUN-2012	Registered
SUGAR DADDY	9	85837977 31-JAN-2013		Pending; Intent to Use
SULTAN'S FORTUNE	9	77731953 07-MAY-2009	3908692 18-JAN-2011	Registered
SUMO KITTY	9	85164060 28-OCT-2010	4324826 23-APR-2013	Registered
SUN GOD	9	85226020 25-JAN-2011	4139989 08-MAY-2012	Registered
SUNRISE KINGDOM	9	85967090 21-JUN-2013		Pending; Intent to Use
SUNSET BEACH	9, 28	85785403 21-NOV-2012		Pending; Intent to Use
SUPER FIREBALL FRENZY	9	85311298 03-MAY-2011	4053170 08-NOV-2011	Registered
SUPER PHOENIX	9	85356046 24-JUN-2011	4211225 18-SEP-2012	Registered
SWEET TEMPTATIONS	9, 28	85815181 03-JAN-2013		Pending; Intent to Use
SWEETS N TREATS	9	85088991	4099796	Registered

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		20-JUL-2010	14-FEB-2012	
SWIRLING SANDS	9	85837965 31-JAN-2013		Pending; Intent to Use
SWISS RICHES	9	85077068 02-JUL-2010	4096802 07-FEB-2012	Registered
TAHITIAN DREAM	9	85837868 31-JAN-2013		Pending; Intent to Use
TAHITIAN QUEEN	9	85382835 27-JUL-2011	4211363 18-SEP-2012	Registered
TASTE OF HONEY	9	85837818 31-JAN-2013		Pending; Intent to Use
TEAM REX	9	85375534 19-JUL-2011	4151707 29-MAY-2012	Registered
TEAM SASQUATCH	9	77926370 02-FEB-2010	4122262 03-APR-2012	Registered
TEMPLE OF MYSTERY	9	85157499 20-OCT-2010	4176357 17-JUL-2012	Registered
TEXAS DICE	9	85332778 27-MAY-2011	4286610 05-FEB-2013	Registered
THE 3 MUSKETEERS	9	85227683 27-JAN-2011	4058999 22-NOV-2011	Registered
THE GOLDEN BANJO	9, 28	85657156 20-JUN-2012		Pending; Intent to Use
THE GOLDEN NILE	9	85425238 16-SEP-2011		Pending; Intent to Use
THE GREEN MACHINE	9	77134875 19-MAR-2007	3347627 04-DEC-2007	Registered
THE SEARCH FOR EL DORADO	9	85967047 21-JUN-2013		Pending; Intent to Use
THE WIND CHIMES	9, 28	85684768 23-JUL-2012		Pending; Intent to Use
THREE FOR ALL	9	85785193 21-NOV-2012		Pending; Intent to Use
THRILL SWITCH	9	85258558 04-MAR-2011	4195450 21-AUG-2012	Registered
THUNDERHORN	9	85470260 11-NOV-2011	4258971 11-DEC-2012	Registered
TIGER DREAM	9	85837881 31-JAN-2013		Pending; Intent to Use
TIGER MOON	9, 28	85820604 10-JAN-2013		Pending; Intent to Use
TIGER TREASURES	9	85164929 29-OCT-2010	4046817 25-OCT-2011	Registered
TIKI TREASURE	9	85466508		Pending

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		07-NOV-2011		
TOTAL BLAST	9	85205226 23-DEC-2010	4286520 05-FEB-2013	Registered
TOUCAN TIKI	9, 28	85563446 07-MAR-2012	4329292 30-APR-2013	Registered
TREASURE SAFARI	9, 28	85820588 10-JAN-2013		Pending; Intent to Use
TREASURES OF THE PHOENIX	9	77595600 18-OCT-2008	3716658 24-NOV-2009	Registered
TREE OF ETERNAL FORTUNE	9	85849346 13-FEB-2013		Pending; Intent to Use
TRIPLE FRUIT	9	77831431 21-SEP-2009	3905346 11-JAN-2011	Registered
TURBO WILD	9	77830228 18-SEP-2009	3901616 04-JAN-2011	Registered
TWIN TIGERS	9	85329134 24-MAY-2011	4080045 03-JAN-2012	Registered
TWO FOR THE MONEY	9	77828188 16-SEP-2009	3911962 25-JAN-2011	Registered
TWO WAY FRENZY	9	85314748 06-MAY-2011	4053197 08-NOV-2011	Registered
U RACE	9	85929223 10-MAY-2013		Pending
U-CHOOSE	9	85770718 02-NOV-2012		Pending; Intent to Use
U-DRAG	9	85726389 11-SEP-2012		Pending; Intent to Use
U-LAUNCH	9	85726436 11-SEP-2012		Pending; Intent to Use
ULTIMATE TOWER OF POWER	9	85329289 24-MAY-2011	4080057 03-JAN-2012	Registered
ULTRA GAME	9	85869002 06-MAR-2013		Pending; Intent to Use
UNICORN RICHES	9	85907994 18-APR-2013		Pending; Intent to Use (to be abandon)
U-PLAY	9	86089919 11-OCT-2013		Pending
UPTOWN GIRL	9, 28	85546424 17-FEB-2012	4310410 26-MAR-2013	Registered
U-RACE	9	85726403 11-SEP-2012		Pending; Intent to Use
U-ROLL	9	85726417 11-SEP-2012		Pending; Intent to Use
U-SHOOT	9	86089947		Pending

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
		11-OCT-2013		
U-SPIN	9	85456089 25-OCT-2011	4146729 22-MAY-2012	Registered
U-THEME	9	85908035 18-APR-2013		Pending; Intent to Use
VALLEY OF FIRE	9, 28	85502393 22-DEC-2011	4318229 09-APR-2013	Registered
VEGAS HITS	9	77837603 29-SEP-2009	3908953 18-JAN-2011	Registered
VEGAS HITS ROAD TRIP	9	85204458 22-DEC-2010	4154944 05-JUN-2012	Registered
VEGAS MYSTERY	9	85644503 06-JUN-2012		Pending; Intent to Use
VENICE NIGHTS	9	85322257 16-MAY-2011	4158991 12-JUN-2012	Registered
VIKING EMPIRE	28	85642828 04-JUN-2012		Pending; Intent to Use
VISITORS FROM PLANET Z	9, 28	85756962 17-OCT-2012		Pending; Intent to Use
WACKY GATOR	9	85785296 21-NOV-2012		Pending; Intent to Use
WALLABY WILD	9	85425241 16-SEP-2011		Pending; Intent to Use
WALTZING WILDS	9	85967079 21-JUN-2013		Pending; Intent to Use
WEE FAIRIES	9	85837901 31-JAN-2013		Pending; Intent to Use
WHEN ALIENS INVADE	9, 28	85785451 21-NOV-2012		Pending; Intent to Use
WHIRL WIN	9	85837959 31-JAN-2013		Pending; Intent to Use (to be abandoned)
WHITE FIRE	9	85325879 20-MAY-2011	4053236 08-NOV-2011	Registered
WHITE LIGHTNING	9	85178381 16-NOV-2010	3981497 21-JUN-2011	Registered
WHITE RAVEN	9, 28	85785389 21-NOV-2012		Pending; Intent to Use
WHIZZ BANG	9	86003174 05-JUL-2013		Pending; Intent to Use
WICKED CASH	9, 28	85684727 23-JUL-2012		Pending; Intent to Use
WILD 777 FAMOUS	9	85449723 18-OCT-2011	4154121 05-JUN-2012	Registered

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
WILD AMIGOS	9	85837983 31-JAN-2013		Pending; Intent to Use
WILD BETTY	9, 28	85714836 28-AUG-2012		Pending; Intent to Use
WILD BLUE YONDER	9, 28	85497846 16-DEC-2011	4388851 20-AUG-2013	Registered
WILD BUFFALO	9	77872513 13-NOV-2009	4119984 03-APR-2012	Registered
WILD CREEK	9	77829232 17-SEP-2009	3911970 25-JAN-2011	Registered
WILD CROWN	9	77845376 09-OCT-2009	3908986 18-JAN-2011	Registered
WILD ENCOUNTERS	9	85432404 26-SEP-2011	4325192 23-APR-2013	Registered
WILD ESCAPE	9, 28	85815198 03-JAN-2013		Pending; Intent to Use
WILD FINALE	9	86031896 07-AUG-2013		Pending; Intent to Use
WILD FLASH	9, 28	85684757 23-JUL-2012	4401445 10-SEP-2013	Registered
WILD FLIP	9	85839044 01-FEB-2013	4399736 10-SEP-2013	Registered
WILD GROVE	9	77829227 17-SEP-2009	3911969 25-JAN-2011	Registered
WILD HUSKIES	9	85115001 24-AUG-2010	4099848 14-FEB-2012	Registered
WILD LOTUS	9	85481542 28-NOV-2011		Pending; Intent to Use
WILD LOUNGE	9, 28	85642839 04-JUN-2012		Pending; Intent to Use
WILD MARK	9	86065735 16-SEP-2013		Pending; Intent to Use
WILD MUSTANGS	9	77438385 02-APR-2008	3818914 13-JUL-2010	Registered
WILD OVERLOAD	9	85785332 21-NOV-2012		Pending; Intent to Use
WILD RHINO	9, 28	85589377 04-APR-2012		Pending; Intent to Use
WILD ROYALS	9	85322249 16-MAY-2011	4265218 25-DEC-2012	Registered
WILD STRIPES	9	85226029 25-JAN-2011	4165411 26-JUN-2012	Registered
WILD SWEEP	9	85356060 24-JUN-2011	4211226 18-SEP-2012	Registered

Bally Gaming, Inc. dba Bally Technologies Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
WILD TIMES!	9	85445803 12-OCT-2011	4121953 03-APR-2012	Registered
WILD TUNDRA	9	77731995 07-MAY-2009	3846123 07-SEP-2010	Registered
WILD VOLCANO	9	85869024 06-MAR-2013		Pending; Intent to Use (to be abadoned)
WINNER WINNER CHICKEN DINNER	9	85258152 04-MAR-2011	4280286 22-JAN-2013	Registered
WINNING HEARTS	9	85375520 19-JUL-2011		Pending; Intent to Use
WINNING OFFER	9	85462962 02-NOV-2011	4265576 25-DEC-2012	Registered
WINNING SEVENS	9	85226011 25-JAN-2011	4139988 08-MAY-2012	Registered
WINNING TIME$	9	85923271 03-MAY-2013		Pending
WINNING TIMES	9	77734280 11-MAY-2009	3838879 24-AUG-2010	Registered
WINNING WINGS	9	85377867 21-JUL-2011	4276591 15-JAN-2013	Registered
WINTER DANCE	9, 28	85684766 23-JUL-2012		Pending; Intent to Use
WIZARD'S WEALTH	9	85449793 18-OCT-2011	4121966 03-APR-2012	Registered
WOLF ANGELS	9	85967069 21-JUN-2013		Pending; Intent to Use
WOLFHEART	9	86031889 07-AUG-2013		Pending; Intent to Use
WORLD TRAVELER	9	77735360 12-MAY-2009	3929184 08-MAR-2011	Registered
YOUNG GUNS	9	85312732 04-MAY-2011	4218812 02-OCT-2012	Registered
YOURS, MINE, AND OURS!	9, 28	85729387 14-SEP-2012	4328361 30-APR-2013	Registered
ZODIAC FORTUNE	28	85610996 27-APR-2012		Pending; Intent to Use

Owner: Bally Gaming International, Inc.

Bally Gaming International, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
24 KARAT	9	75183238	2108954	Registered

Bally Gaming International, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
		16-OCT-1996	28-OCT-1997	
ACE ON THE DEAL	9	78616429 25-APR-2005	3303677 02-OCT-2007	Registered
ALASKAN SUN	9	78744025 31-OCT-2005	3295276 18-SEP-2007	Registered
ALPHA ELITE	9	78860474 12-APR-2006	3386726 19-FEB-2008	Registered
BONUS SEVENS	9	78218881 25-FEB-2003	2973043 19-JUL-2005	Registered
BOXCAR BONUS	9	78619446 28-APR-2005	3079778 11-APR-2006	Registered
CASH ADVENTURE	9	77126717 09-MAR-2007	3343255 27-NOV-2007	Registered
DIAMOND LINE FRENZY	9	78643627 03-JUN-2005	3090347 09-MAY-2006	Registered
EARLY RETIREMENT	9	77126788 09-MAR-2007	3343257 27-NOV-2007	Registered
FORTUNE 8'S	9	77079182 09-JAN-2007	3521278 21-OCT-2008	Registered
GOLDEN MONKEY	9	78819915 21-FEB-2006	3299810 25-SEP-2007	Registered
IVIEW	9	78463201 06-AUG-2004	3230640 17-APR-2007	Registered
LOTSA MONEY	9	78233089 02-APR-2003	2968328 12-JUL-2005	Registered
LUCKY LAMP	9	78824680 27-FEB-2006	3386658 19-FEB-2008	Registered
LUCKY LUIGI'S PIZZERIA	9	78653546 17-JUN-2005	3395941 11-MAR-2008	Registered
MONSTER LUCK	9	78943432 02-AUG-2006	4202770 04-SEP-2012	Registered
PICK 'EM POKER	9	78390100 24-MAR-2004	3010802 01-NOV-2005	Registered
SAND DOLLARS	9	78811062 09-FEB-2006	3299783 25-SEP-2007	Registered
TOURNAMENT PROGRESSIVES	9	78906397 12-JUN-2006	3350281 04-DEC-2007	Registered
ULTIMATE PARTY SPIN	9	78930848 17-JUL-2006	3337374 13-NOV-2007	Registered

Owner: Bally Technologies, Inc.

Bally Technologies, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues

Bally Technologies, Inc. Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
seePOWER	9	77158092 17-APR-2007	3391101 04-MAR-2008	Registered
Alliance Gaming	41	74633292 13-FEB-1995	1944254 26-DEC-1995	Registered

Owner: Sierra Design Group

Sierra Design Group Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Status Issues
FLORIDA DICE	9	76582073 10-MAR-2004	3086785 25-APR-2006	Registered
STARS & STRIPES	9	76472204 05-DEC-2002	2781692 11-NOV-2003	Registered

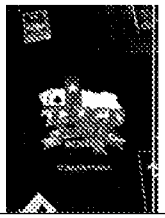
STATE TRADEMARKS

Owner: SHFL Entertainment, Inc.

State	Mark	International Class(es)	Registration No. Registration Date	Status
Nevada	CARIBBEAN STUD	41	SM00210558 12-FEB-1988	Registered.
Wisconsin	SHFL ENTERTAINMENT	35	12-DEC-2012	Registered.

Owner: SHFL Entertainment, Inc. (formerly known as Shuffle Master, Inc.)

State	Mark	International Class(es)	Registration No. Registration Date	Status
California	TEXAS HOLD 'EM BONUS	28, 41	111558 09-MAR-2006	Registered.
Connecticut		28	22862 25-APR-2007	Registered.
Indiana		28, 41	20060266 15-MAY-2006	Registered.
Lousiana	TEXAS HOLD 'EM BONUS	16, 28	585185 17-DEC-2004	Registered.

State	Mark	International Class(es)	Registration No. Registration Date	Status
Michigan	TEXAS HOLD 'EM BONUS	28	M06564 07-JUN-2006	Registered.
Minnesota	LET IT RIDE	41	600528200025 01-AUG-2012	Registered.
Minnesota	PAIR PLUS	41	600533000020 01-AUG-2012	Registered.
Minnesota	THREE CARD POKER	41	600533600026 08-AUG-2012	Registered.
Minnesota	THREE CARD POKER	41	600531500029 01-AUG-2012	Registered.
Mississippi		28	19-NOV-2004	Registered.
Nevada	CASINO WAR	41	E0315212012-3 06-JUN-2012	Registered.
Nevada	Design Only	41	E0340012012-0 18-JUN-2012	Registered.
Nevada	Design Only	41	E0339922012-6 18-JUN-2012	Registered.
Nevada	LET IT RIDE	41	E0316952012-2 06-JUN-2012	Registered.
Nevada	PAIR PLUS	41	E0339872012-9 18-JUN-2012	Registered.
Nevada	TEXAS HOLD 'EM BONUS	28	E0085052006-6 06-FEB-2006	Registered.
Nevada	TEXAS HOLD 'EM BONUS	28	TM00360859 10-NOV-2004	Registered.
Nevada	THREE CARD POKER	41	E0339942012-8 18-JUN-2012	Registered.
Nevada	THREE CARD POKER	41	E0339902012-4 18-JUN-2012	Registered.
New Jersey		16, 41	22104 22-FEB-2005	Registered.
New Jersey	TEXAS HOLD'EM BONUS	28	22472 12-APR-2006	Registered.
Oklahoma	COMMUNITY JACKPOT	28, 41	12095179 31-JAN-2006	Registered.
Oklahoma	PAY TO PLAY	41	12085469 11-OCT-2005	Registered.

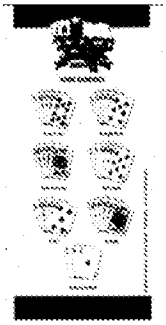
State	Mark	International Class(es)	Registration No. Registration Date	Status
Washington		16, 28	50695 06-MAR-2006	Registered.
Wisconsin	LET IT RIDE	41	01-AUG-2012	Registered.
Wisconsin	PAIR PLUS	41	01-AUG-2012	Registered.
Wisconsin	THREE CARD POKER	41	01-AUG-2012	Registered.
Wisconsin	THREE CARD POKER	41	01-AUG-2012	Registered.

EXHIBIT A
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of [●], is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of Bank of America, N.A., as administrative agent (in such capacity and together with its successors and assigns, the "Administrative Agent"), for the benefit of the Secured Parties under the Credit Agreement (as defined below). Capitalized terms not defined herein have the meanings assigned to them in the Trademark Security Agreement (as defined below), and if not defined therein, then in the Credit Agreement (as defined below):

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of April 19, 2013, among Borrower, the Lenders referred to therein, and the Administrative Agent (as amended by the Amendment No. 1 to Second Amended and Restated Credit Agreement, dated as of August 27, 2013, and as it may from time to time be further amended, restated, extended, renewed, modified or supplemented, the "Credit Agreement"), Bally Technologies, Inc., a Nevada corporation ("Borrower") and certain of its subsidiaries, including the Grantors, executed and delivered that certain Amended and Restated Trademark Security Agreement (the "Trademark Security Agreement"), dated as of November 25, 2013.

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors, among other things, granted a security interest in (a) all of the Grantors' now-existing, or hereafter acquired, right, title, and interest in and to all of the Grantors' trademarks, trade names, trade styles, trade dress, logos and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those trademark registrations and applications described in Schedule 1 hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all licenses and sublicenses of Trademarks, to the extent that there exists no prohibition as a matter of law or pursuant to such agreements governing such license or sublicense on the transfer thereof for security as contemplated by this Agreement; (d) any and all proceeds of any of the foregoing, including license fees, royalties, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and (e) the right to sue or otherwise recover for past, present and future infringement or other violation of the Trademarks or any licenses with respect thereto (in any case, not including any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect

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thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law) (collectively, the "Collateral") which includes, without limitation, Collateral of the Grantors acquired after the date of the Trademark Security Agreement (the "After-Acquired Trademarks"); and

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors agreed to execute and deliver this Agreement with respect to certain After-Acquired Trademarks in order to record with the United States Patent and Trademark Office the Administrative Agent's security interest in such After-Acquired Trademarks.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Grant of Security Interest in Trademark Collateral. For valuable consideration, the Grantors and each of them hereby jointly and severally pledge and grant to the Administrative Agent (for and on behalf of the Secured Parties) a security interest, to secure the prompt and indefeasible payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise) of the Secured Obligations, and each of them, in and to the After-Acquired Trademarks described in Schedule 1 attached hereto.

Section 2. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Trademark Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the After-Acquired Trademarks are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 4. Governing Law. This Agreement 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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

Sincerely,

[●]
as a Grantor

By: _____
Name: _____
Title: _____

[●]
as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

Bank of America, N.A.
as the Administrative Agent

By: _____
Name: _____
Title: _____

SCHEDULE 1
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	App. No.	App. Date	Reg. No.	Registration Date	Status	Post Reg. Owner	Registrant

EXHIBIT B
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of _____, _____ by _____, a _____ ("Joining Party"), and delivered to Bank of America, N.A., as administrative agent (in such capacity and together with its successors and assigns, the "Administrative Agent"), pursuant to the Amended and Restated Trademark Security Agreement dated as of November 25, 2013, made by each of the Grantors listed on the signature pages thereto and certain other Grantors party thereto from time to time in favor of the Administrative Agent for the benefit of the Secured Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Trademark Security Agreement.

RECITALS

(A) The Trademark Security Agreement was made by the Grantors in favor of the Administrative Agent for the benefit of the Secured Parties in accordance with that certain Second Amended and Restated Credit Agreement dated as of April 19, 2013 (as amended by the Amendment No. 1 to Second Amended and Restated Credit Agreement, dated as of August 27, and as it may from time to time be further amended, restated, extended, renewed, modified or supplemented, the "Credit Agreement"), by and among Bally Technologies, Inc., a Nevada corporation ("Borrower"), the Lenders therein named and Bank of America, N.A., as the Administrative Agent.

(B) Joining Party has become a Subsidiary of Borrower, and as such is required pursuant to Section 6.12 of the Credit Agreement to become a Grantor under the Trademark Security Agreement.

(C) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the Loans under the Credit Agreement and the availability of financing accommodations to the Loan Parties under the Secured Cash Management Agreements and Secured Hedge Agreements.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 8 of the Trademark Security Agreement. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Security Agreement with respect to the Secured Obligations, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Assignment. Without limiting the foregoing, the Joining Party hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, and a

TRADEMARK
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continuing lien on, all of the Collateral of the Joining Party, wherever located and whether now owned or existing or at any time hereafter acquired by the Joining Party or in which the Joining Party now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by required prepayment, declaration, acceleration or otherwise) of the Secured Obligations. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include the Joining Party.

(2) The Joining Party represents and warrants that the representations and warranties made by it as a Grantor under the Trademark Security Agreement (giving effect to this Joinder and to any supplements to the schedules thereto delivered in connection herewith) are true and correct in all material respects on and as of the date hereof (with all references to "the date hereof" contained in the Trademark Security Agreement being references to the date of this Joinder with respect to the Joining Party).

(3) The Joining Party hereby represents and warrants that set forth on Schedule I attached hereto is a true and correct schedule of all of Grantors' Trademarks registered, or subject to pending applications, in the USPTO as of the date hereof.

(4) Except as expressly supplemented hereby, the Trademark Security Agreement shall remain in full force and effect.

(5) This Joinder shall be governed by, and construed in accordance with, the law of the State of New York.

(6) The effective date of this Joinder is _____, _____.

"Joining Party"

_____

a _____

By:_____

Title:_____

ACKNOWLEDGED:

BANK OF AMERICA, N.A,
as Administrative Agent

By:_____
Title:_____

SCHEDULE 1
TO
INSTRUMENT OF JOINDER

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	App. No.	App. Date	Reg. No.	Registration Date	Status	Post Reg. Owner	Registrant