

01-28-2003



102349650

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

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

1. Name of conveying party(ies):

BK Entertainment, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 08/30/2002

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation, as Agent

Internal

Address:

2450 Colorado Avenue,
Suite 3000 West

City: Santa Monica State: CA Zip: 90404

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State California
☐ Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) ~~Not Attached~~

2045971 - reg. 3/18/97

Additional number(s) attached ☒ Yes ☐ No

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

Name: Goldberg Kohn et al.

Internal Address: Elizabeth Kostiuik

Street Address: 55 East Monroe St., Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 3.41).....\$ 390.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Kostiuik, Paralegal

Name of Person Signing

Elizabeth Kostiuik

Signature

09/05/02

Date

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

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

09/10/2002 5TGM11 00000034 2045971

01 FC:481
02 FC:48240.00 DP
350.00 DPTRADEMARK
REEL: 002659 FRAME: 0290

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Serial Registration No.	Date Registered
BINGO QUEEN	2045971	03/18/97
TP INK	1972916	05/07/96
BOOKS OF CHOICE	2157117	05/12/98
TRADEPRO	1946792	01/09/96
LUCKY SPOT	2025937	12/24/96
GOLD SPOT	2008986	10/15/96
WILD NUMBER	1754420	02/23/93
XYY	1762756	04/06/93
TABBIES	1539299	05/16/89
WIN-CODE	1508109	10/11/88
SECURITY SYSTEM PROTECTION WIN-CODE	1418329	11/25/86
THE AUTOTRONIC	1289175	08/07/94
SAFTY	1241325	06/07/83
BONANZA BINGO	1223561	01/11/83
TRADE PRODUCTS	34700500	12/05/96

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Applied

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 30th day of August, 2002, is by and between BK Entertainment, Inc., a Delaware corporation ("BK"), and Foothill Capital Corporation, a California corporation ("Agent"), as agent for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among BK, Video King Gaming Systems, Inc., a Colorado corporation ("Video King"), Western Bingo Supplies, Inc., a California corporation ("Western Bingo"; together with BK and Video King, "Borrowers"), the lenders from time to time party thereto ("Lenders") and Agent, as a lender and as agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have agreed to make certain loans to Borrowers, and to extend certain other financial accommodations to or for the benefit of Borrowers;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BK and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, BK hereby grants to Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in BK's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of BK's business connected with the use of and symbolized by the trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. BK represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by BK. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, BK shall obtain any new federally registered Trademarks, BK shall give Agent prompt written notice thereof. BK hereby agrees that, upon Agent's written request, BK will execute and deliver to Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by BK.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by BK, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. BK acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon BK and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

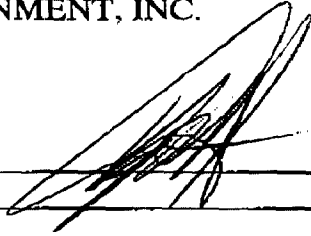
7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

BK ENTERTAINMENT, INC.

By

Its

Secretary 

Accepted and Agreed to as of the date first written above:

FOOTHILL CAPITAL CORPORATION, as Agent

By _____

Its _____


IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

BK ENTERTAINMENT, INC.

By _____
Its _____

Accepted and Agreed to as of the date first written above:

FOOTHILL CAPITAL CORPORATION, as Agent

By 
Its _____

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