

10-14-1998
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COVER SHEET ONLY

U.S. DEPARTMENT OF Patent and Trademark

Tab settings

To the Honorable Commis

ord the attached original documents or copy thereof.

1. Name of conveying party(ies): Progressive Games, Inc.

10-06-98

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: August 28, 1998

2. Name and address of receiving party(ies)

Name: First Source Financial LLP

Internal Address:

Street Address: 2850 West Golf Road - 5th Floor

City: Rolling Meadows State: IL Zip: 60008

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

If assignee is not domiciled in the United States, a domestrepresentative 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 trademark

A. Trademark Application No.(s) Please see Attachment I hereto.

B. Trademark Registration Please see Attachment I hereto.

Additional numbers attached? Yes No

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

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW

Suite 101

City: Washington State DC ZIP: 20004

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41) \$ 490.00

- Enclosed
Authorized to be charged to deposit

8. Deposit account number:

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

10/07/1998 JSHADAZZ 00000065 1568546

DO NOT USE THIS SPACE

01 FC:401 40.00 DP
02 FS:492 450.00 DP

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

Nancy A. Butler Name of Person

Nancy Butler Signature

9/30/98 Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK

REEL: 1798 FRAME: 0524

**FIRST SOURCE FINANCIAL LLP
PROGRESSIVE GAMES, INC.**

ATTACHMENT 1 TO TRADEMARK REGISTRATIONS

Item A:

Registered U.S and Foreign Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
U.S.	Caribbean Stud	1,568,546	11/28/89
U.S.	A K Q J 10 Ante Bet Caribbean Stud	1,548,674	07/18/89
U.S.	A New Way in Gaming	1,636,405	02/26/91
U.S.	21 Superbucks	1,863,337	11/15/94
U.S.	Caribbean Stud	1,787,117	08/10/93
U.S.	PGI and Design	2,127,925	01/13/98
U.S.	Aruba Rum 32	1,941,595	12/12/95
U.S.	PGI (Stylized)	2,127,934	01/13/98
U.S.	Smoke Spot	1,965,931	04/02/96
U.S.	21 Super Bucks and Design	1,893,381	05/09/95
U.S.	Caribbean Draw	2,108,501	10/28/97
U.S.	Roulotto	2,093,714	09/02/97
U.S.	Design Only	2,159,921	05/26/98
A n t i g u a & Barbuda	Caribbean Stud	3,481	02/10/93
Argentina	21 Super Bucks	1,528,209	06/30/94
Argentina	Caribbean Draw	SN 2,054,786	10/29/96
Argentina	Caribbean Stud	1,528,208	06/30/94

z List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

DOCUMENT # = 859437.01; AUTHOR = NBUTLER

**TRADEMARK
REEL: 1798 FRAME: 0525**

Argentina	Progressive Black Jack	SN 2,054,789	10/29/96
Argentina	Super 7½	SN 2,054,784	10/29/96
Australia	Caribbean Stud	A577409	10/18/95
Austria	Caribbean Stud	146,235	03/10/93
B e n e l u x (Netherlands)	A New Day in Gaming	518,984	06/30/92
B e n e l u x (Netherlands)	Caribbean Stud & Palm Tree Design	519,359	06/30/92
B e n e l u x (Netherlands)	Caribbean Stud Island Design	519,360	06/30/92
B e n e l u x (Netherlands)	Caribbean Stud	514,662	05/06/92
Bolivia	21 Super Bucks	SN 2901	11/18/93
Bolivia	Caribbean Stud	56940-C	11/12/92
Brazil	21 Super Bucks	817,665,706	12/28/93
Brazil	Caribbean Stud	817,665,714	12/28/93
Canada	A New Day in Gaming	TMA 473,073	03/19/97
Canada	Caribbean Stud & Palm Tree Design	801,735	?
Canada	Caribbean Stud	TMA 471,931	03/04/97
Canada	Caribbean Stud & Design (Palm Tree & Card Design)	TMA 472,948	03/18/97
Chile	21 Super Bucks	431,542	09/15/94
Chile	Caribbean Stud	431,541	09/15/94
China	21 Super Bucks	776,661	01/28/95
China	Caribbean Stud	776,660	01/28/95
Colombia	21 Super Bucks	SN94,005,772	02/15/94
Colombia	Caribbean Stud	005,771	06/15/94
Costa Rica	21 super Bucks	89,320	11/18/94
Costa Rica	Caribbean Stud	89,288	11/18/94

DOCUMENT #-842940.06; AUTHOR=RMASERS

TRADEMARK
REEL: 1798 FRAME: 0526

Cuba	Caribbean Stud	123,822	05/23/96
Czech Republic	Caribbean Stud	179,861	09/26/94
Denmark	Caribbean Stud	8861/92	09/25/92
Dominican Republic	Caribbean Stud	54,002	07/15/92
Ecuador	21 Super Bucks	DNPI-0737-94 - MICIP	12/07/94
Ecuador	Caribbean Draw	SN 67,833	04/22/96
Ecuador	Caribbean Stud	738-94	12/07/94
European Union	Aruba Rum 32	SN 396,804	10/18/96
European Union	Caribbean Stud	SN 7,211	04/01/96
France	Caribbean Stud	92,421,710	06/05/92
Germany	Caribbean Stud	2,032,010	05/02/92
Guyana	21 Super Bucks	SN 14,306A	01/12/94
Guyana	Caribbean Stud	SN 14,305A	Unknown
Macau	Caribbean Stud	11,816	03/25/93
Monaco	Caribbean Stud	92,315	06/26/92
Panama	21 Super Bucks	SN 70168	03/16/94
Panama	Caribbean Stud	70169	09/29/95
Paraguay	Caribbean Draw	SN 69-97	01/06/97
Paraguay	Caribbean Stud	SN 68-97	01/06/97
Paraguay	Super 7½	67-97	01/06/97
Peru	21 Super Bucks	001936	05/06/94
Peru	Caribbean Stud	001937	05/06/94
Portugal	Caribbean Stud	289,500	04/12/94
Romania	Caribbean Stud	SN 28,070	11/11/92
Slovak Republic	Caribbean Stud	SN POZ1430-94	06/20/94

DOCUMENT # = 842940.06; AUTHOR = RMASTERS

TRADEMARK
REEL: 1798 FRAME: 0527

Slovenia	Aruba Rum 32	SN Z-9,671,428	10/30/96
Slovenia	Caribbean Stud	SN Z-9,671,427	10/30/96
South Africa	Caribbean Draw	SN 97/01704	02/05/97
South Africa	Caribbean Stud	SN 96/2418-9	02/23/96
South Africa	Progressive Games	SN 97/16182	10/23/97
Spain	Caribbean Stud	1,699,747	05/29/95
Sri Lanka	Caribbean Stud	65486	12/10/92
Switzerland	Aruba Rum 32	443,210	10/16/96
Switzerland	Caribbean Stud	399,962	07/29/92
UK	Caribbean Stud	1,498,629	04/28/92
Uruguay	21 Super Bucks	267,167	08/07/95
Uruguay	Caribbean Draw	SN 291,991	12/12/96
Uruguay	Caribbean Stud	267,168	08/07/95
Uruguay	Super 7½	SN 291,990	12/12/96
Venezuela	21 Super Bucks	SN 21,860-93	12/17/93
Venezuela	Caribbean Stud	SN 21,861-93	12/02/93

Pending Trademark Applications

<u>* Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	Aruba Rum and Design	75/359,708	09/19/97
U.S.	Caribbean Draw Poker and Design	75/359,862	09/19/97
U.S.	Caribbean Stud Poker and Design	75/359,926	09/19/97
U.S.	Paigow Poker and Design	75/359,784	09/19/97
U.S.	Progressive BlackJack and Design	75/359,707	09/19/97
U.S.	Progressive Games Inc. and Design	75/405,923	10/14/97

TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT (TRADEMARK), dated as of August 28, 1998 (herein, as the same from time to time may be amended, modified, restated or supplemented and in effect, called this "Agreement"), is by and between **PROGRESSIVE GAMES, INC.**, a Delaware corporation ("Debtor"), and **FIRST SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership ("FSFP"), as "Agent" for all "Lenders."

W I T N E S S E T H:

WHEREAS, pursuant to an Amended and Restated Credit Agreement dated as of August 28, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Mikohn Gaming Corporation, a Nevada corporation ("Borrower"), FSFP, for itself, as a Lender, and as Agent for all Lenders, and the financial institutions parties thereto, Lenders have extended Commitments to make Loans to Borrower; and

WHEREAS, Debtor and other subsidiaries of the Borrower have guaranteed the payment and performance of the Obligations pursuant to a certain Guaranty dated as of October 24, 1997 as joined by the Debtor pursuant to an Assumption and Supplemental Guaranty dated as of even date herewith (herein, as the same from time to time may be amended, modified, supplemented or restated and in effect, called the "Guaranty") made by Guarantors in favor of Agent; and

WHEREAS, in connection with the Credit Agreement and the Guaranty, Debtor has executed and delivered to Lenders a Security Agreement, dated as of October 24, 1997 as joined by the Debtor pursuant to an Assumption and Supplemental Security Agreement dated as of even date herewith (together with all supplements, amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Loans under the Credit Agreement, Debtor are required to execute and deliver this Agreement and to grant to Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Debtor have duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Loans (including the initial Loans) to Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations of Borrower and all of the obligations of each Guarantor arising under the Guaranty (collectively, the "**Liabilities**"), Debtor does hereby mortgage, pledge and grant to Agent for the benefit of Lenders a continuing security interest in, all of the following property (the "**Trademark Collateral**"), whether now or hereafter owned, acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments, Lenders shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Credit Document, etc. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PROGRESSIVE GAMES, INC., a Delaware corporation

By: _____
Name: _____
Title: _____


FIRST SOURCE FINANCIAL LLP, individually and in its capacity as Agent

By: First Source Financial, Inc.,
its Agent/Manager

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PROGRESSIVE GAMES, INC., a Delaware corporation

By: 
Name: DON W. STEVENS
Title: VP & TREASURER

FIRST SOURCE FINANCIAL LLP, individually and in its capacity as Agent

By: First Source Financial, Inc.,
its Agent/Manager

By: _____
Name: _____
Title: _____

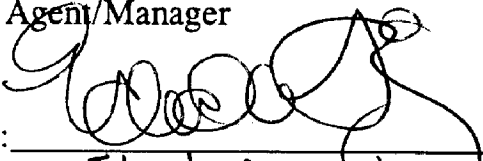
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Name: _____
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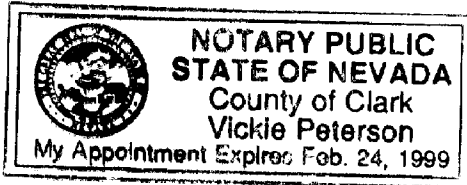
By: First Source Financial, Inc.,
its Agent/Manager


By: _____
Name: Edward A. Szarkowicz
Title: Vice President

STATE OF NEVADA)
)
COUNTY OF CLARK) SS.

I, Vickie Peterson, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Dan W. Steven, personally known to me to be the VP + TREASURER of Progressive Games, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of August, 1998.



[Handwritten Signature]
Notary Public

My Commission Expires:

2-24-99

STATE OF Illinois)
)
COUNTY OF Cook) SS.

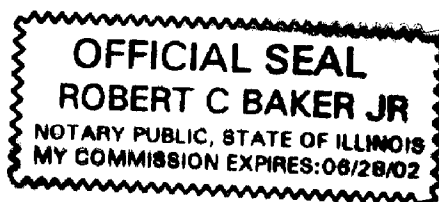
I, Robert C Baker Jr., a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Edward A. Szankiewicz personally known to me to be a Vice President of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of August, 1998.


Notary Public

My Commission Expires:

6/28/02



**FIRST SOURCE FINANCIAL LLP
PROGRESSIVE GAMES, INC.**

ATTACHMENT 1 TO TRADEMARK REGISTRATIONS

Item A:

Registered U.S and Foreign Trademarks

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