TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gametech International, Inc.		03/28/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as Collateral Agent	
Street Address:	299 Park Avenue, 23rd Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10171	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	2771606	ALLTRAK
Registration Number:	3180624	ALLTRAK2
Serial Number:	78430257	BINGO ENHANCED TABS SYSTEM
Registration Number:	2973785	BLAZING QUARTERS
Registration Number:	3188104	BOWLING FOR CASH
Registration Number:	2255964	CADILLAC BINGO
Serial Number:	78421811	CLUB 76
Serial Number:	78635805	CRYSTAL BALL
Registration Number:	2643733	DIAMOND BINGO
Registration Number:	2904960	DIAMOND ELITE
Registration Number:	2675415	DIAMOND PLUS BINGO
Serial Number:	78119958	DIAMOND PRO
Registration Number:	2676054	DIAMOND TED
Registration Number:	3098946	FIRESTAR
		TRADEMARK

TRADEMARK
REEL: 003514 FRAME: 0184

900073460

Registration Number:	3006830	GAMETECH
Registration Number:	2927142	GAMETECH
Serial Number:	77000895	GAMETECH ARIZONA CORPORATION
Serial Number:	77034353	GAMETECH ELITE
Serial Number:	77083273	GAMETECH MINI
Serial Number:	78904644	GAMETECH PLAYERS CLUB
Serial Number:	77049877	LATIN 90
Registration Number:	3002701	NEVADA CLASSIC
Registration Number:	3099912	PAY-N-PLAY
Registration Number:	3002700	SUNKEN TREASURE
Registration Number:	2076334	TED
Registration Number:	2901479	TED2C
Registration Number:	2127889	THE ELECTRONIC DAUBER
Serial Number:	78844526	TRACKER
Registration Number:	2979232	TRAVELER
Registration Number:	2974454	HOT FLUSH
Registration Number:	2958691	JOKERS JACKPOT
Registration Number:	3013698	PETER JACOBSEN CHALLENGE KENO
Registration Number:	2826506	PAYS ALL POKER
Registration Number:	3086724	WILD BIKER
Registration Number:	3086646	MONTANA CHOPPERS
Registration Number:	3077758	RAGING RUBIES
Registration Number:	1862386	MONTANA POKER II
Registration Number:	1862620	HIGH COUNTRY MONTANA POKER
Registration Number:	2269747	ROYAL TOUCH
Registration Number:	2447002	TREASURE HUNT KENO
Registration Number:	2462403	CRAZY PAYS
Registration Number:	2464339	PENNY POWER
Registration Number:	2464346	SPORT- CAT
Registration Number:	2483049	WILD WIDOW POKER
Registration Number:	2654183	TREASURE 7'S
Registration Number:	2833210	SANDS OF TIME
Registration Number:	2489282	JUKEBOX JUNGLE
Serial Number:	78230106	ELITE SERIES
Serial Number:	78571930	PLAYERS ZONE TRADEMARK

Serial Number:	78571927	MEGA PLEX
Serial Number:	78627891	SPIES
Serial Number:	78627876	DECORATING FOR DOLLARS
Serial Number:	78699679	MINER'S MAGIC
Registration Number:	3218955	MINER'S TREASURE
Serial Number:	78891282	GAMBLER'S EDGE KENO
Serial Number:	78891268	GAMBLER'S EDGE POKER
Serial Number:	78879436	DEMOLITION POKER
Serial Number:	77008370	OL' COOTS GENUINE POTABLE
Serial Number:	77008376	OOPS! ALL WORMS TEQUILA
Serial Number:	77027241	TAKE IT OR NO DEAL
Serial Number:	77075876	SPILL OVER
Serial Number:	77096943	VAULT OF GOLD KENO
Serial Number:	77008363	GOGGLES BEER
Serial Number:	78119957	DIAMOND VIP

CORRESPONDENCE DATA

Fax Number: (213)996-3339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45140.00168
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	03/29/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of March, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors, and assigns, if any, in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of March 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement") among GAMETECH INTERNATIONAL, INC., a Delaware corporation, as borrower ("Borrower"), each subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto (each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Ableco, as administrative agent for the Lenders (together with its successors and assigns, if any, in such capacity, "Administrative Agent"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

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licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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

GRANTORS:

GAMETECH INTERNATIONAL, INC.

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COLLATERAL AGENT:

be executed and delivered by its duly	authorized officer as of the date first set forth above.	
GRANTORS:	By:	
COLLATERAL AGENT:	ABLECO FINANCE LLC, as Collateral Agent	
	By: Name: Title:	

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to

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SCHEDULE I to TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Trademark Name	Serial Number	Registration Number	Status
Alltrak	78130052	2,771,606	Active
Alltrak2	78792909	3,180,624	Active
Bingo Enhanced Tabs System	78430257	N/A	Pending
Blazing Quarters	78302301	2,973,785	Active
Bowling for Cash	78587900	3,188,104	Active
Cadillac Bingo ¹	75316626	2,255,964	Active
Club 76	78421811	N/A	Pending
Crystal Ball	78635805	N/A	Pending
Diamond Bingo	76024451	2,643,733	Active
Diamond Elite	78287387	2,904,960	Active
Diamond Plus Bingo	76024452	2,675,415	Active
Diamond Pro	78119958	N/A	Pending
Diamond Ted	76024452	2,676,054	Active
Diamond VIP	78119957	N/A	Pending
Firestar	78356847	3,098,946	Active
Gametech	76353195	3,006,830	Active
GameTech ²	76363440	2,927,142	Active
GameTech Arizona	77/000895	N/A	Pending
Corporation			
Gametech Elite	77/034353	N/A	Pending
Gametech Mini	77083273	N/A	Pending
Gametech Players Club	78/904644	N/A	Pending
Latin 90	77049877	N/A	Pending
Nevada Classic	78298164	3,002,701	Active
Pay-N-Play ³	78297865	3,099,912	Active
Sunken Treasure	78298158	3,002,700	Active
Ted⁴	75008016	2,076,334	Active
Ted2C	78119822	2,901,479	Active
The Electronic Dauber	755008014	2,127,889	Active
Tracker	78844526	N/A	Pending
Traveler	78297852	2,979,232	Active

¹ Assignment from International Gaming Systems, LLC to GameTech International, Inc.
² Including design
³ Second filing
⁴ Assigned from Bingo Card Minder Corp.

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Canadian Trademarks

Trademark Name	Serial Number	Registration	Status
		Number	
Alltrak	1,142,371	622,297	Active/Registered
Diamond Bingo	1,182,430	616,398	Active/Registered
Diamond Elite	1,142,373	641,889	Active/Registered
Diamond Plus Bingo	1,183,118	669,211	Active/Registered
Diamond Pro	1,142,372	642,034	Active/Registered
Diamond Ted	1,054,400	TMA563185	Active/Registered
Diamond VIP	1,142,374	641,970	Active/Registered
GameTech	1,141,626	679,133	Active/Registered
GameTech ⁵	1,141,625	673,830	Active/Registered
Ted	1,142,369	635,592	Active/Registered
Ted2C	1,142,375	668,879	Active/Registered
The Bingo Players Choice	1,054,395	563,224	Active/Registered

Mexican Trademarks

Trademark Name	Serial Number	Registration Number	Status
GameTech (Class 9)	824204	N/A	Pending
GameTech (Class 42)	824218	N/A	Pending
Gringo Bingo (Class 9)	824217	N/A	Pending
Gringo Bingo (Class 42)	824215	N/A	Pending
Loteria Loco (Class 9)	824214	N/A	Pending
Loteria Loco (Class 42)	824213	N/A	Pending
Tracker (Class 9)	824211	N/A	Pending
Tracker (Class 42)	824210	N/A	Pending
Traveler (Class 9)	824209	N/A	Pending
Traveler (Class 42)	824208	N/A	Pending
GameTech Mexico	826536	N/A	Pending
GameTech Mexico	826537	N/A	Pending
Latin 90 (Class 9)	826538	N/A	Pending
Latin 90 (Class 42)	826539	N/A	Pending

Summit Trademarks

Trademark Name	US Registration	Registration Date

⁵ Plus design

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	Number/US Serial Number	
HOT FLUSH	2,974,454	July 19, 2005
JOKERS JACKPOT	2,958,691	May 31, 2005
PETER JACOBSEN CHALLENGE KENO	3,013,698	November 8, 2005
PAYS ALL POKER	2,826,506	March 23, 2004
WILD BIKER	3,086,724	April 25, 2006
MONTANA CHOPPERS	3,086,646	April 25, 2006
RAGING RUBIES	3,077,758	April 4, 2006
MONTANA POKER IT	I,862,386	November 15, 1994,
		Renewed April 15, 2004
HIGH COUNTRY MONTANA POKER	1,862,620	November 15, 1994,
		Renewed April 15, 2004
ROYAL TOUCH	2,269,747	August 10, 1999
TREASURE HUNT KENO	2,447,002	April 24, 2001
CRAZY PAYS	2,462,403	June 19,2001
PENNY POWER	2,464,339	June 26, 2001
ROYAL PAYS	2,464,356	June 26, 2001
WILD WIDOW POKER	2,483,049	August 28, 2001
TREASURE 7'S	2,654,183	November 26,2002
PAYS ALL POKER	2,826,506	March 23, 2004
SANDS OF TIME	2,833,210	April 13, 2004
JUKEBOX JUNGLE	2489282	September 11, 2001
ELITE SERIES	78230106	March 26, 2003
PLAYERS ZONE	78571930	February 22, 2005
MEGAPLEX	78571927	February 22, 2005
SPIES	78627891	May 11, 2005
DECORATING FOR DOLLARS	78627876	Filing Date: May 11,2005
MINER'S MAGIC	78699679	August 24, 2005
MINER'S TREASURE	3,218,955	October 7, 2005
GAMBLERS EDGE KENO	78891282	
GAMBLERS EDGE POKER	78891268	
DEMOLITION POKER	78879436	
Ol'Coots Genuine Potable	77008370	
Oops! All Worms Tequila	77008376	
Take it or Deal	77027241	
Spill Over	77075876	
Vault of Gold Keno	77096943	
Goggles Beer	77008363	

UNREGISTERED TRADEMARKS, TRADE NAMES, CORPORATE NAMES, LOGOS, INTERNET DOMAIN NAMES, MATERIAL SOFTWARE

- 1. Summit Gaming and logo
- 2. Jacks or Better Poker
- 3. Joker Poker
- 4. Deuces Wild Poker
- 5. Bonus Poker
- 6. Classic Keno
- 7. Pow'r Hit Plus Keno
- 8 Big 6 Poker
- 9. Big 6 Keno
- 10. Summit Amusement & Distributing, Ltd.
- 11. www.summitgaming.com

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RECORDED: 03/29/2007