

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Progressive Gaming International Corporation		08/15/2008	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Private Equity Management Group Financial Corporation, as Administrative Agent
Street Address:	One Park Plaza, Suite 550
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2232023	CASINOLINK
Registration Number:	3198412	TEXAS HOLD 'EM LIVE AA
Registration Number:	3262142	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3122755	PROGRESSIVE GAMING INTERNATIONAL CORPORATION
Registration Number:	3125697	\$URPRI\$ JACKPOT\$
Registration Number:	3124733	CALIFORNIA GIRLS
Registration Number:	3131035	REINA DE LA SALSA
Registration Number:	3131036	REY DEL MAMBO
Registration Number:	3134164	OFFICE DAZE
Registration Number:	3209973	RAPID BET SIMULATED
Registration Number:	3195000	ROCK-A-BILLY SLOTS ROCK-O-RAMA JUKEBOX
Registration Number:	3223511	RAPID BET LIVE
Registration Number:	3223648	PRIME LINE
Registration Number:	3234065	MONEY FACTORY

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Registration Number:	3403889	GAME STATION
Serial Number:	76648496	PRIME LINE
Serial Number:	76648497	RAPID BET SIMULATED
Serial Number:	77001016	P2P
Serial Number:	77005808	TEXAS HOLD'EM LIVE
Serial Number:	77267843	THE CAPER
Serial Number:	77267767	MYSTERIES OF THE NILE
Serial Number:	77267775	MYSTERY STRIKE
Serial Number:	77363842	LABORATORY LOOT
Serial Number:	77481796	LOST MINE MYSTERY

CORRESPONDENCE DATA

Fax Number: (213)443-2926
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-617-5493
Email: jcravitz@sheppardmullin.com
Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
Address Line 1: 333 S. Hope St., 48th Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	19CN-138980
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	08/15/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto, this "Trademark Security Agreement") is made as of August 15, 2008, between PROGRESSIVE GAMING INTERNATIONAL CORPORATION, a Nevada corporation (the "Borrower" or "Grantor"), and PRIVATE EQUITY MANAGEMENT GROUP FINANCIAL CORPORATION, a California corporation, for itself and as administrative agent for the Lenders defined below (together with its successors and assigns, if any, in such capacity "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 4, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), among Borrower, each Subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto (such Subsidiaries, together with any additional entities that become guarantors pursuant to the requirements of Section 6.01(b) thereof or otherwise, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders that are, from time to time, parties thereto (each a "Lender" and collectively, the "Lenders"), and 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 Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement dated as August 15, 2008, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Lender Group, this Trademark Security Agreement;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject to Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(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 goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark 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.

The foregoing to the contrary notwithstanding, "Trademark Collateral" shall not include the Excluded Assets.

3. SECURITY FOR OBLIGATIONS. 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 Secured Obligations and would be owed by Grantor to Administrative 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 Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

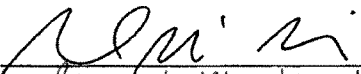
5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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.

IN WITNESS WHEREOF, 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.

GRANTOR:

**PROGRESSIVE GAMING
INTERNATIONAL CORPORATION,**
a Nevada corporation

By: 
Name: Russel McMeekin
Title: President & CEO

ADMINISTRATIVE AGENT:

**PRIVATE EQUITY MANAGEMENT
GROUP FINANCIAL CORPORATION,** a
California corporation, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, 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.

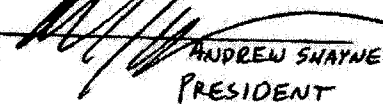
GRANTOR:

**PROGRESSIVE GAMING
INTERNATIONAL CORPORATION,**
a Nevada corporation

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

**PRIVATE EQUITY MANAGEMENT
GROUP FINANCIAL CORPORATION, a**
California corporation, as Administrative Agent

By: 
Name: ANDREW SHAYNE
Title: PRESIDENT


PETER PAUL MENDEL
MANAGING DIRECTOR & CHIEF COMPLIANCE OFFICER

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

United States Registered Trademarks

Title	Registration No.	Filing Date	Renewal Fee Date	Owner
CASINOLINK	2232023	3/16/1999	3/16/09	PGIC
Texas Holdem Live	3,198,412	1/16/2007	1/16/12	PGIC
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3262142	7/10/2007	7/10/12	PGIC
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	3,122,755	8/1/2006	8/1/11	PGIC
Surprise Jackpots	3,125,697	8/8/2006	8/8/11	PGIC
California Girls	3,124,733	8/1/2006	8/1/11	PGIC
Reina De La Salsa	3,131,035	8/15/2006	8/15/11	PGIC
Rey Del Mambo	3,131,036	8/15/2006	8/15/11	PGIC
Office Daze	3,134,164	8/22/2006	8/22/11	PGIC
Rapid Bet Simulated	3209973	2/20/2007	2/20/12	PGIC
Rock a Billy Slots	3195000	1/2/2007	1/2/12	PGIC
Rapid Bet Live	3223511	3/27/2007	3/27/12	PGIC
Primeline	3223648	4/3/2007	4/3/12	PGIC
Money Factory	3234065	3/24/2007	3/24/12	PGIC
GAME STATION	3,403,889	3/25/2008	3/25/13	PGIC

United States Trademark Applications

Title	Serial No.	Type	Owner
PRIME LINE	76/648,496	Federal	PGIC
RAPID BET SIMULATED	76/648,497	Federal	PGIC
P2P	77/001,016	Federal	PGIC
Texas Holdem Live	77,005,808	Federal	PGIC
The Caper	77/267,843	Nevada	PGIC
Mysteries of the Nile	77/267,767	Nevada	PGIC
Mystery Strike	77,267,775	Federal	PGIC
Laboratory Loot	77/363,842	Federal	PGIC
Lost Mine Mystery	77,481,796	Federal	PGIC

Foreign Registered Trademarks

TITLE	REGISTRATION NO	COUNTRY	Owner
Progressive Gaming International Corporation	N/15444	Macau	PGIC
Progressive Gaming International Corporation	N/15445	Macau	PGIC
Progressive Gaming International Corporation	N/15446	Macau	PGIC
Progressive Gaming International Corporation	N/15447	Macau	PGIC
Progressive Gaming International Corporation	N/15448	Macau	PGIC
Progressive Gaming International Corporation	N/15449	Macau	PGIC
Progressive Gaming International Corporation	N/15450	Macau	PGIC
Progressive Gaming International Corporation	N/15451	Macau	PGIC
Game Station	1114139	Australia	PGIC
Game Station	N/022313 and N022314	Macau	PGIC
Progressive Gaming International Corporation	11291	Netherlands Antilles	PGIC
Progressive Gaming International Corporation	11009	Netherlands Antilles	PGIC
Progressive Gaming International Corporation	319314	Russia	PGIC
Progressive Gaming International Corporation	2004/18723	Malaysia	PGIC
Progressive Gaming International Corporation	2004/18726	Malaysia	PGIC
CASINOLINK	719158	New Zealand	PGIC
SUPERLINK	N/15062	Macau	PGIC
TABLELINK	N/15061	Macau	PGIC
Progressive Gaming International Corporation	721,388	New Zealand	PGIC
Progressive Gaming International Corporation	1,030,817	Australia	PGIC
Progressive Gaming International Corporation	4131009	EUROPEAN UNION	PGIC
Progressive Gaming International Corporation	4261772	EUROPEAN UNION	PGIC
Progressive Gaming International Corporation	17436	South Korea	PGIC

Foreign Trademark Applications

Title	Word/Design	Serial No.	Filing Date	Country	Owner
Progressive Gaming International Corporation	Design	302679-2007	1/15/2007	Peru	PGIC
PROGRESSIVE GAMING INTERNATIONAL CORPORATION	design	761.287	1/31/2007	Chile	PGIC

Trade Names

Title
 PROGRESSIVE GAMING
 TRUSTED LEADER IN ENTERPRISE
 GAMING SOLUTIONS
 TEXAS HOLDEM LIVE

Common Law Trademarks

Trademarks Not Currently In Use

None.

Trademark Licenses

None.