

**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
Acres-Fiore Patents	FORMERLY Acres-Fiore, Inc.	03/26/2009	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

Name:	Bally Gaming Inc.
Street Address:	6601 South Bermuda Road
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
Entity Type:	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	77593559	INSIGHTS
Serial Number:	77586619	FAST FORWARD
Serial Number:	77586628	FF
Serial Number:	77586640	FFWD
Serial Number:	77586645	F FWD
Serial Number:	77463772	PAY CHASER
Serial Number:	77463773	WPI
Serial Number:	77463778	WIN PROXIMITY INDICATOR
Registration Number:	3449037	SPINSATION

**CORRESPONDENCE DATA**

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 Email: smcfarland@gibsondunn.com  
 Correspondent Name: Stuart McFarland

CH \$240.00 77593559

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Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	04477-00041
NAME OF SUBMITTER:	Stuart McFarland
Signature:	/stuart mcfarland/
Date:	03/27/2009

**Total Attachments: 7**

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## **ACKNOWLEDGEMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

WHEREAS, Acres-Fiore Patents, a Nevada corporation formerly known as Acres-Fiore, Inc. (the "Grantor"), with an office located at 851 S. Rampart, Suite 115, Las Vegas, Nevada 89145, and Bally Gaming Inc., a Nevada corporation (the "Secured Party"), with an office located at 6601 South Bermuda Road, Las Vegas, Nevada 89119, have entered into a Development, License and Sales Agreement, effective as of June 23, 2008 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all United States and foreign patents, including any divisions, enhancements, continuations and continuations in parts, and all issuances or re-issuances and reexamined patents; copyrights; designs; mask work rights; trademarks (including any trade name, service mark, trade dress, logo or other designation of source, origin, sponsorship, endorsement or certification) and any confusingly similar designation or mark; trade secrets and other proprietary rights, any applications for any of the foregoing, any registrations of any of the foregoing, and any applications for any such registration, in each case owned or controlled by the Grantor or any affiliate of the Grantor at any time during the term of the Security Agreement, including, but not limited to, (a) the patents and applications for patents listed in Schedule A hereto, (b) the registered trademarks and service marks and applications for registration of trademarks and service marks listed in Schedule B hereto, together with the goodwill of the business symbolized thereby, and (c) the registered copyrights and applications for registration of copyrights listed in Schedule C hereto, (collectively, the "Collateral") to secure the performance by the Grantor of its obligations under Section 4(c)(2) of the Security Agreement (the "Secured Obligations").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Security Agreement and the covenants and agreements in this Acknowledgement of Security Interest in Intellectual Property, the Grantor hereby acknowledges and agrees as follows:

1. The Grantor acknowledges and agrees that the Grantor, pursuant to the Security Agreement, granted to the Secured Party a security interest in the Collateral to secure the performance by the Grantor of the Secured Obligations.

2. The Grantor represents and warrants to the Secured Party that, as of the date hereof, the Schedules to this Acknowledgement of Security Interest in Intellectual Property list all Registered IP and Applications (as defined below) that are included in the Collateral.

3. The Grantor acknowledges and agrees that the Secured Party may file or record this Acknowledgement of Security Interest in Intellectual Property with any appropriate agency or department, including, without limitation, the United States Patent & Trademark Office, the United States Copyright Office, and any foreign counterpart thereto.

4. Within ten (10) days after each calendar quarter during the term of the Security Agreement, the Grantor shall notify the Secured Party in writing of any Registered IP and

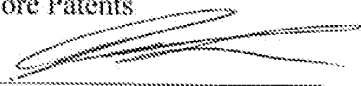
Applications that were created or otherwise became part of the Collateral during such calendar quarter, including, without limitation, by the filing of any applications for patent or for registration of trademark, service mark or copyright or by the issuance of any patent or any such registration. The Grantor acknowledges and agrees that the Secured Party may amend the Schedules to this Acknowledgement of Security Interest in Intellectual Property and file or record such amended Schedules with any appropriate agency or department, including, without limitation, the United States Patent & Trademark Office, the United States Copyright Office, and any foreign counterpart thereto.

5. The Grantor shall execute or file such documents and otherwise reasonably cooperate with the Secured Party to the extent reasonably requested by the Secured Party in connection with the Secured Party's exercise of its rights under this Acknowledgement of Security Interest in Intellectual Property.

6. "Registered IP and Applications" means United States and foreign (a) patents, (b) applications for patent, (c) registered trademarks or service marks, (d) applications for registration of trademark or service mark, (e) registered copyrights, and (f) applications for registration of copyright.

Dated: March 26, 2009

Acres-Fiore Patents

By: 

Name: Andrew Costa

Title: CFO & COO

**SCHEDULE A**  
**TO**  
**ACKNOWLEDGEMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**1. Patents.**

<b>Application Number / Publication Number</b>	<b>Filing Date</b>
Provisional 61/156,767	Mar. 2, 2009
Not yet assigned	Feb. 25, 2009
I/924	Feb. 25, 2009
12/389,309	Feb. 19, 2009
I/914	Feb. 11, 2009
2009200457	Feb. 6, 2009
2009200405	Feb. 6, 2009
I/905	Feb. 4, 2009
I/907	Feb. 4, 2009
I/903	Feb. 3, 2009
12/353,083	Jan. 13, 2009
2009200142	Jan. 9, 2009
2009200124	Jan. 9, 2009
I/906	Jan. 9, 2009
12/332,614	Dec. 11, 2008
12/331,276	Dec. 9, 2008
12/273,421	Nov. 18, 2008
12/272,646	Nov. 17, 2008
Provisional 61/115,482	Nov. 17, 2008
Provisional 61/115,437	Nov. 17, 2008
12/272,630	Nov. 17, 2008
I/883	Nov. 12, 2008
2008246287	Nov. 12, 2008
12/268,614	Nov. 11, 2008
12/265,639	Nov. 5, 2008
12/210,885	Sep. 15, 2008
12/204,633	Sep. 4, 2008
2007208521	Aug. 8, 2008
12/160,560 / 2009/0011826	Jul. 10, 2008
12/167,525	Jul. 3, 2008
12/167,535	Jul. 3, 2008

<b>Application Number / Publication Number</b>	<b>Filing Date</b>
12/167,549	Jul. 3, 2008
12/167,584	Jul. 3, 2008
12/166,255	Jul. 1, 2008
12/166,049	Jul. 1, 2008
12/166,150	Jul. 1, 2008
12/166,156	Jul. 1, 2008
12/144,866	Jun. 24, 2008
12/144,999	Jun. 24, 2008
29/318,752	May 27, 2008
12/112,324 / 2008/0268935	Apr. 30, 2008
PCT/US2008/062060 / WO 2008/134711	Apr. 30, 2008
12/112,802	Apr. 30, 2008
PCT/US2008/061985	Apr. 30, 2008
12/111,462 / 2008/0268953	Apr. 29, 2008
PCT/US2008/061881 / WO 2008/134676	Apr. 29, 2008
12/104,249	Apr. 16, 2008
12/061,516	Apr. 2, 2008
12/061,520	Apr. 2, 2008
Provisional 61/038,548	Mar. 21, 2008
Provisional 61/038,314	Mar. 20, 2008
29/305,340	Mar. 18, 2008
29/305,342	Mar. 18, 2008
29/305,343	Mar. 18, 2008
29/305,344	Mar. 18, 2008
12/037,295 / 2008/0176647	Feb. 26, 2008
12/037,206 / 2008/0207313	Feb. 26, 2008
PCT/US2008/054977 / WO 2008/086540	Feb. 26, 2008
12/034,808 / 2008/0207304	Feb. 21, 2008
Provisional 60/987,293	Nov. 12, 2007
Provisional 60/926,870	Apr. 30, 2007
Provisional 60/903,959	Feb. 27, 2007
PCT/US2008/000417 / WO 2007/087156	Jan. 4, 2007

**Application Number / Publication Number**

11/331,716 /  
2007/0167208

Not yet assigned

Not yet assigned

**Filing Date**

Jan. 13, 2006

Mar 19, 2009

Mar 19, 2009

**SCHEDULE B**  
**TO**  
**ACKNOWLEDGEMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

1. **Federal Trademark and Service Mark Registrations.**

<b>Trademark / Service Mark</b>	<b>Serial Number / Registration Number</b>	<b>Filing Date / Registration Date</b>
INSIGHTS (MO)	N/41748	Mar. 9, 2009
FAST FORWARD (MO)	N/41749	Mar. 9, 2009
INSIGHTS (AU)	1281204	Jan. 15, 2009
FAST FORWARD (AU)	1281205	Jan. 15, 2009
INSIGHTS	77/593,559	Oct. 15, 2008
FAST FORWARD	77/586,619	Oct. 6, 2008
FF	77/586,628	Oct. 6, 2008
FFWD	77/586,640	Oct. 6, 2008
F FWD	77/586,645	Oct. 6, 2008
PAY CHASER	77/463,772	May 1, 2008
WPI	77/463,773	May 1, 2008
WIN PROXIMITY INDICATOR	77/463,778	May 1, 2008
<sup>1</sup> SPINSATION	77/307,666 / 3,449,037	Oct. 18, 2007 / Jun. 17, 2008

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<sup>1</sup> Originally filed in the name of Acres Bonusing, Inc.



SCHEDULE C  
TO  
ACKNOWLEDGEMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

1. Copyrights.

Copyright

Registration No.

Registration Date

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