### 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
Rocket Gaming Systems, LLC		106/28/2006	LIMITED LIABILITY COMPANY: DELAWARE

### RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 South Fourth Street
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3159349	ALL WAYS PAYS
Registration Number:	3486126	FASTPLAY BINGO
Registration Number:	3230144	GREAT WHITE DIAMOND
Registration Number:	3511575	JACKPOT JUBILEE
Registration Number:	3159350	SURE SHOT
Registration Number:	3230145	WHOPPER
Serial Number:	77310407	\$TREET ¢ENTS
Serial Number:	77653289	BLITZ BONUS
Serial Number:	77653292	BLITZ BONUS
Serial Number:	77710726	BRILLIANT BUTTERFLY
Serial Number:	77447647	BURNIN' UP
Serial Number:	77566806	CHOCOLATE DELIGHT
Serial Number:	77566814	CHOCOLATE DELIGHT

TRADEMARK " REEL: 004002 FRAME: 0508 315934

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Serial Number:	77486026	FASTPLAY
Serial Number:	77447676	FLYBOYS
Seriai Number.	77447070	FLIBO13
Serial Number:	77487169	GOLD NETWORK
Serial Number:	77487180	GOLD NETWORK
Serial Number:	77487128	GOLD SERIES
Serial Number:	77487145	GOLD SERIES
Serial Number:	77720058	GOLDEN SUNRISE
Serial Number:	77447690	KINGDOM CA\$H
Serial Number:	77414179	LUCKY YEAR
Serial Number:	77342995	MAJESTIC GOLD
Serial Number:	77439693	MEGA GOLD
Serial Number:	77652239	MOUNTAINS OF MONEY
Serial Number:	77630791	ROCKET X2
Serial Number:	77510503	SCRAMBLER
Serial Number:	77710715	SILK AND SATIN
Serial Number:	77580245	SWEET SENSATIONS
Serial Number:	77721128	WINNERS EDGE

### **CORRESPONDENCE DATA**

Fax Number: (602)445-8658

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

Email: webbe@gtlaw.com

Correspondent Name: Raye Lynn Daugherty

Address Line 1: 2450 Colorado Avenue, Ste. 400E
Address Line 4: Santa Monica, CALIFORNIA 90404

ATTORNEY DOCKET NUMBER:	060864.011800
NAME OF SUBMITTER:	Raye Lynn Daugherty
Signature:	/Raye L. Daugherty/
Date:	06/11/2009

### **Total Attachments: 9**

source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif

source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif

### NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement, dated as of June 28, 2006, (together with all modifications, amendments or restatements from time to time thereof, the "Security Agreement"), by and among ROCKET GAMING SYSTEMS, LLC a Delaware limited liability company, (successor in interest to DOUBLE EAGLE FINANCIAL SERVICES, L.L.C., an Oklahoma limited liability company, ELINK, L.L.C., an Oklahoma limited liability company, ROCKET GAMING SYSTEMS, LLC, a Nevada limited liability company, RED HAWK HOLDINGS, L.L.C., an Oklahoma limited liability company, and BCB GAMING, LLC, a Nevada limited liability company) ("Company") and Bank of America, N.A. ("Bank of America"), the undersigned Company has granted to Bank of America a continuing security interest in and continuing lien upon the collateral described in the UCC Financing Statements attached as Exhibit A (the "Collateral"), which Collateral includes, without limitation, the trademarks and trademark applications shown on the attached Exhibit B.

The Company, on behalf of Bank of America, hereby acknowledges and agrees that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark applications.

Very truly yours,

ROCKET GAMING SYSTEMS, LLC, a Delaware limited liability company

Vame: Spens V. Alenx

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### EXHIBIT A UCC FINANCING STATEMENTS

PHX 328,697,485 V1

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CC FINANCING STATEMENT LOW INSTRUCTIONS (SEARCH) BURNEY CAREFULLY	_				
WMS & PHONE OF CONTACT AT PLER [options]		Filed in the of	fice of	Document Nur 2006021	124-1
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films office copy --. UCC financing etatement (form UCC)) (REV. 05/22/22)

### EXHIBIT A TO NEVADA UCC FINANCING STATEMENT (cont.)

Debtor:

ROCKET GAMING SYSTEMS, LLC

8311 West Sunset Road, #110

Las Vegas, NV 89113

Secured Party:

BANK OF AMERICA, N.A. 300 South Fourth Street, 2nd Floor

Las Vegas, NV 89101

This Financing Statement covers all of the Debtor's right, title, and interest in and to the following, whether now or hereafter owned, existing, arising, or acquired and wherever located:

- (a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit rights, payment intangibles and general intangibles, including all amounts due to the Debtor from a factor; rights to payment of money from the Secured Party under any Swap Contract; and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper.
  - (b) All inventory, including all materials, work in process and finished goods.
- (c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Debtor.
- (d) All of the Debtor's deposit accounts. The collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and chooses in action arising therefrom or related thereto.
- (e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.
- (f) Each of (i) the Master Lease Agreement dated as of September 8, 1999 by and between Double Eagle and the MBDA, as amended by the First Amendment to Master Lease Agreement dated October 3, 2004 (relating to gaming equipment), (ii) the Master Lease Agreement dated as of September 8, 1999 by and between MBDA and Double Eagle (relating to office equipment), (iii) the Human Resource Agreement dated as of September 8, 1999 by and between eSupport and MBDA, as amended by the First Amendment to Human Resources Agreement dated October 3, 2004, and (iv) the Licease Agreement dated as of September 8, 1999 by and between eLink and MBDA, as amended by the First Amendment to Licease Agreement dated October 3, 2004 (in each case as the same has been or may be amended, restated or otherwise modified from time to time.

- (g) All other general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.
- (h) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.
- (i) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory.

### **DEFINED TERMS**

As used in this Financing Statement, the following terms shall have the meanings indicated:

"Double Eagle" means Double Eagle Financial Services, L.L.C., an Oklahoma limited liability company.

"eLink" means eLink, L.L.C., an Oklahoma limited liability company.

"eSupport" means eSupport, L.L.C., an Oklahoma limited liability company.

"MBDA" means the Miami Tribe of Oklahoma Business Development Authority, a corporation organized under the laws of the Miami Tribe of Oklahoma.

"Swap Contract" means any interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and the Secured Party or any affiliate of the Secured Party.

4811-3654-5025\[

EXHIBIT B

## UNITED STATES TRADEMARKS

### Rocket Gaming Systems, LLC

WHOPPER	SURE SHOT	JACKPOT JUBILEE	CREAT WHITE DIAMOND	FASTPI AY BINGO	ALL WAYS PAYS	TRADEMARK
76518750	76518728	77404423	76518747	78324760	76518727	APPL NO
3230145	3159350	3511575	3230144	3486126	3159349	REG NO
Live	Live	Live	Live	Live	Live	STATUS
021 023 026 036 038	021 023 026 036 038	100 101 107	021 023 026 036 038	021 023 026 036 038	021 023 026 036 038	CLASSES

# UNITED STATES TRADEMARK APPLICATIONS

## Rocket Gaming Systems, LLC

TRADEMARK	APPL NO	APPL DATE	CLASSES
STREET ¢ENTS	77310407	10/22/2007	021 023 026 036 038
BLITZ BONUS	77653289	1/21/2009	021 023 026 036 038
BLITZ BONUS	77653292	1/21/2009	100 101 107
BRILLIANT BUTTERFLY	77710726	4/09/2069	009
BURNIN' UP	77447647	4/14/2008	021 023 026 036 038
CHOCOLATE DELIGHT	77566806	9/10/2008	021 023 026 036 038
CHOCOLATE DELIGHT	77566814	9/10/2008	100 101 107
FASTPLAY	77486026	5/29/2008	100 101 107
FLYBOYS	77447676	4/14/2008	021 023 026 036 038
GOLD NETWORK	77487169	5/30/2008	021 023 026 036 038
GOLD NETWORK	77487180	5/30/2008	100 101 107
GOLD SERIES	77487128	5/30/2008	021 023 026 036 038
GOLD SERIES	77487145	5/30/2008	100 101 107
GOLDEN SUNRUSE	77720058	4/22/2009	009
KINGDOM CASH	77447690	4/14/2008	021 023 026 036 038
LUCKY YEAR	77414179	3/5/2008	021 023 026 036 038
MAJESTIC GOLD	77342995	12/3/2007	021 023 026 036 038
MEGA GOLD	77439693	4/3/2008	021 023 026 036 038
MOUNTAINS OF MONEY	77652239	1/19/2009	021 023 026 036 038
ROCKET X2	77630791	12/10/2008	100 101 107
SCRAMBLER	77510503	6/27/2008	100 101 107
SILK AND SATIN	77710715	4/09/2009	009

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APPL DATE 9/26/2008

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4/23/2009

TRADEMARK REEL: 004002 FRAME: 0519 RECORDED: 06/11/2009