

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scientific Games International, Inc		01/14/2015	CORPORATION: DELAWARE
Williams Interactive LLC		01/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
WMS Gaming Inc.		01/14/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as collateral agent		
Street Address:	901 Main Street, Floor 14		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 99			
Property Type	Number	Word Mark	
Registration Number:	3488273	SITENOW	
Registration Number:	4618524	ROMAN CHARIOTS	
Registration Number:	3613084	TIME MACHINE	
Serial Number:	86136768	SAFE CASH	
Serial Number:	85374673	PLAY IT AGAIN	
Serial Number:	86082601	NEMO'S VOYAGE	
Serial Number:	85725965	SOCAMO	
Serial Number:	86082597	UP THE BEANSTALK	
Serial Number:	86082593	WEALTH OF THE DRAGON	
Serial Number:	86352693	AFTERSHOCK RUMBLE	
Serial Number:	86147341	AGENT CROSSBOW	
Serial Number:	86321155	BLACK TORTOISE	
Serial Number:	86329726	CAVEGIRL DAWN	
Serial Number:	86306417	COLOSSAL 7'S	
Serial Number:	86387676	COLOSSAL BIER HAUS	
Serial Number:	86387671	COLOSSAL JUNGLE WILD	

OP \$2490.00 3488273

Property Type	Number	Word Mark
Serial Number:	86190465	DRAGON BEAUTY
Serial Number:	86329570	DRAGON MISTRESS
Serial Number:	86370489	DRAGONS OVER NANJING
Serial Number:	86134771	EAGLE MAIDEN
Serial Number:	86211889	EAGLE RAPIDS
Serial Number:	86425309	EGYPTIAN RICHES
Serial Number:	86392953	EXPLODING PAYS
Serial Number:	86088516	FILTHY RICH
Serial Number:	86292263	FIRE OF THE DRAGON
Serial Number:	86293664	FLYING SILKS
Serial Number:	86321161	FOREVER LUCK
Serial Number:	86219835	FROZEN INFERNO
Serial Number:	86080545	GEM WARRIOR
Serial Number:	86088472	GOLD FISH
Serial Number:	86391586	GOLDEN MOTHER OF THE WEST
Serial Number:	86110566	HEARTS & DREAMS
Serial Number:	86278689	HIGH SPEED TURBO
Serial Number:	86338556	HOT HOT 8
Serial Number:	86088446	HOT HOT PENNY
Serial Number:	86088456	HOT HOT SUPER JACKPOT
Serial Number:	86088437	HOT HOT SUPER RESPIN
Serial Number:	86278189	INVADERS RETURN FROM PLANET MOOLAH
Serial Number:	86116128	ISHTAR'S OASIS
Serial Number:	86088526	JACKPOT PARTY
Serial Number:	86255878	JAGUAR RICHES
Serial Number:	86265455	LEPRECHAUN'S FORTUNE
Serial Number:	86088507	LEPRECHAUN'S GOLD
Serial Number:	86088483	LIFE OF LUXURY
Serial Number:	86391910	LOCK IT UP
Serial Number:	86088499	LUCKY LEMMINGS
Serial Number:	86375493	LUCKY LUCKY TU DI GONG
Serial Number:	86265460	LUNAR LOOT
Serial Number:	86370515	LUXURY JET
Serial Number:	86265441	MAGIC WAND
Serial Number:	86275296	MAS PINATAS POR FAVOR
Serial Number:	86402848	MONEY PONG
Serial Number:	86088503	MONEY TO BURN
Serial Number:	86167060	MU GUIYING

Property Type	Number	Word Mark
Serial Number:	86256058	MYSTICAL FOX
Serial Number:	86370496	NEW YEAR FESTIVAL
Serial Number:	86381184	NINE LIVES KENO
Serial Number:	86352265	OMG! KITTENS SAFARI
Serial Number:	86370538	PERSISTING WILD
Serial Number:	86160316	PONY TALE
Serial Number:	86398754	POWER AND BEAUTY
Serial Number:	86428915	POWER ELEMENTS
Serial Number:	86242858	POWER ROYALS
Serial Number:	86279291	QUEST FOR THE FOUNTAIN
Serial Number:	86266959	RAINFOREST DREAM
Serial Number:	86324807	RED FLAG FLEET
Serial Number:	86402853	REEL BLITZ FOOTBALL
Serial Number:	86088492	REEL 'EM IN
Serial Number:	86360357	REEL 'EM IN SUPER CAST
Serial Number:	86370508	REEL JUICY PAYS
Serial Number:	86293621	REEL PULSE JACKPOTS
Serial Number:	86170982	REEL RAINBOWS
Serial Number:	86087852	ROMULUS AND REMUS
Serial Number:	86307144	ROYAL PRINCE
Serial Number:	86318572	SHAKE RATTLING REELS
Serial Number:	86286873	SHOJI
Serial Number:	86271647	SLOT ROCK
Serial Number:	86359835	SONS OF THE DRAGON
Serial Number:	86134759	SPEAKEASY KING
Serial Number:	86192484	SUGAR DROPS
Serial Number:	86324825	SWEET DROPS
Serial Number:	86265429	TEMPLE OF THE MAYANS
Serial Number:	86265447	TEMPTATION QUEEN
Serial Number:	86402837	TEXAS HOLD'EM STREAK
Serial Number:	86214014	THE AMAZING CASHINI
Serial Number:	86246120	THE PIRATE CODE
Serial Number:	86359831	THE ROAR OF PULAO
Serial Number:	86364935	TWENTY-ONE DIAMONDS
Serial Number:	86375703	TWO MAGIC KOI
Serial Number:	86402850	VINTAGE BASEBALL
Serial Number:	86255881	WILD ZEBRA
Serial Number:	86385597	WILDCAT WINTER

Property Type	Number	Word Mark
Serial Number:	86365395	WILDCAT WYATT
Serial Number:	86104336	WINNING FORTUNE
Serial Number:	86088466	ZEUS
Serial Number:	86445575	DRAGON FIRE 7S
Serial Number:	86444323	THUNDER AND LIGHTNING
Serial Number:	86441180	SLIPER SUPER WILD
Serial Number:	78255741	COWABUNGA

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	01/15/2015

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT, dated as of January 14, 2015, by and among the subsidiaries of Holdings (as defined below) party hereto and BANK OF AMERICA, N.A., as Collateral Agent.

Reference is made to the Guarantee and Collateral Agreement dated as of October 18, 2013 (as amended, supplemented or otherwise modified from time to time, including but not limited to, by those certain Assumption Agreements, dated as of September 15, 2014 and November 21, 2014, the "Security Agreement"), among Scientific Games International, Inc., a Delaware corporation (the "Borrower"), Scientific Games Corporation, a Delaware corporation ("Holdings"), the subsidiaries of Holdings party thereto and the Collateral Agent (as defined below). The Lenders (as defined below) have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of October 18, 2013 (as it may be amended, waived, supplemented or otherwise modified, including but not limited to, by that certain Amendment No. 1 dated as of October 1, 2014, among the Borrower, Holdings, the other subsidiaries of Holdings party thereto, the Lenders and Bank of America, N.A., as Administrative Agent, Collateral Agent (in such capacity, the "Collateral Agent"), the "Credit Agreement") among the Borrower, Holdings, the lenders from time to time party thereto (the "Lenders"), Bank of America, N.A., as Administrative Agent, Collateral Agent, Issuing Lender and Swingline Lender, and the other banks and financial institutions party thereto. The subsidiaries of Holdings party hereto (collectively, the "Debtor") are engaged in related businesses, and the Debtor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Debtor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Debtor or in which such Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):


(i) all trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade dress, trade styles, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, and all goodwill associated therewith or symbolized thereby, all registrations and recordings thereof, and all applications in connection therewith (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all United States common-law rights related thereto owned

by such Debtor in its own name, including, without limitation, any of the foregoing referred to in Schedule I and (ii) the right to obtain all renewals thereof.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the Debtor has caused this instrument to be executed as of the day and year first above written.

SCIENTIFIC GAMES INTERNATIONAL, INC., as Debtor

By: 
Name: ROBERT C. BECKER
Title: TREASURER

WILLIAMS INTERACTIVE LLC, as Debtor

By: _____
Name:
Title:

WMS GAMING INC., as Debtor

By: _____
Name:
Title:

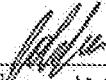
[Trademark Security Agreement]

IN WITNESS WHEREOF, the Debtor has caused this instrument to be executed as of the day and year first above written.


SCIENTIFIC GAMES INTERNATIONAL, INC., as Debtor

By: _____
Name:
Title:

WILLIAMS INTERACTIVE LLC, as Debtor

By:  _____
Name: JACK B. SARNO
Title: MANAGER

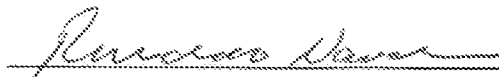
WMS GAMING INC., as Debtor

By:  _____
Name: JACK B. SARNO
Title: GENERAL COUNSEL & SECRETARY

[Trademark Security Agreement]

Acknowledged and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Ronaldo Naval
Title: Vice President

{Trademark Security Agreement}

TRADEMARK
REEL: 005441 FRAME: 0863

Schedule I

See attached.

Current Owner	Country	Mark Name	App No	Reg No	Expiration Date
Scientific Games International, Inc.	United States	SAFE CASH	86136768		
Scientific Games International, Inc.	United States	PLAY IT AGAIN	85374673		
WILLIAMS INTERACTIVE LLC	United States	NEMO'S VOYAGE	86082601*		
WILLIAMS INTERACTIVE LLC	United States	SOCAMO	857725965		
WILLIAMS INTERACTIVE LLC	United States	UP THE BEANSTALK	86082597*		
WILLIAMS INTERACTIVE LLC	United States	SITENOW	77375697	3488273	
WILLIAMS INTERACTIVE LLC	United States	WEALTH OF THE DRAGON	86082593*		
WMS GAMING INC.	United States	AFTERSHOCK RUMBLE	86352693*		
WMS GAMING INC.	United States	AGENT CROSSBOW	86147341*		
WMS GAMING INC.	United States	BLACK TORTOISE	86321155*		
WMS GAMING INC.	United States	CAVEGIRL DAWN	86329726*		
WMS GAMING INC.	United States	COLOSSAL 7S	86306417*		
WMS GAMING INC.	United States	COLOSSAL BIER HAUS	86387676*		
WMS GAMING INC.	United States	COLOSSAL JUNGLE WILD	86387671*		
WMS GAMING INC.	United States	DRAGON BEAUTY	86190465*		
WMS GAMING INC.	United States	DRAGON MISTRESS	86329570*		
WMS GAMING INC.	United States	DRAGONS OVER NANJING	86370489*		
WMS GAMING INC.	United States	EAGLE MAIDEN	86134771*		
WMS GAMING INC.	United States	EAGLE RAPIDS	86211889*		
WMS GAMING INC.	United States	EGYPTIAN RICHES	86425309*		
WMS GAMING INC.	United States	EXPLODING PAYS	86392953*		
WMS GAMING INC.	United States	FILTHY RICH	86088516*		
WMS GAMING INC.	United States	FIRE OF THE DRAGON	86292263*		
WMS GAMING INC.	United States	FLYING SILKS	86293664*		
WMS GAMING INC.	United States	FOREVER LUCK	86321161*		

TRADEMARK

REEL: 005441 FRAME: 0865

Current Owner	Country	Mark Name	App No	Reg No	Expiration Date
WMS GAMING INC.	United States	FROZEN INFERNO	86219835*		
WMS GAMING INC.	United States	GEM WARRIOR	86080545*		
WMS GAMING INC.	United States	GOLD FISH	86088472*		
WMS GAMING INC.	United States	GOLDEN MOTHER OF THE WEST	86391586*		
WMS GAMING INC.	United States	HEARTS & DREAMS	86110566*		
WMS GAMING INC.	United States	HIGH SPEED TURBO	86278689*		
WMS GAMING INC.	United States	HOT HOT 8	86338556*		
WMS GAMING INC.	United States	HOT HOT PENNY	86088446*		
WMS GAMING INC.	United States	HOT HOT SUPER JACKPOT	86088456*		
WMS GAMING INC.	United States	HOT HOT SUPER RESPIN	86088437*		
WMS GAMING INC.	United States	INVADERS RETURN FROM PLANET MOOLAH	86278189*		
WMS GAMING INC.	United States	ISHTAR'S OASIS	86116128*		
WMS GAMING INC.	United States	JACKPOT PARTY	86088526*		
WMS GAMING INC.	United States	JAGUAR RICHES	86255878*		
WMS GAMING INC.	United States	LEPRECHAUN'S FORTUNE	86265455*		
WMS GAMING INC.	United States	LEPRECHAUN'S GOLD	86088507*		
WMS GAMING INC.	United States	LIFE OF LUXURY	86088483*		
WMS GAMING INC.	United States	LOCK IT UP	86391910*		
WMS GAMING INC.	United States	LUCKY LEMMINGS	86088499*		
WMS GAMING INC.	United States	LUCKY LUCKY TU DI GONG	86375493*		
WMS GAMING INC.	United States	LUNAR LOOT	86265460*		
WMS GAMING INC.	United States	LUXURY JET	86370515*		
WMS GAMING INC.	United States	MAGIC WAND	86265441*		
WMS GAMING INC.	United States	MAS PINATAS POR FAVOR	86275296*		
WMS GAMING INC.	United States	MONEY PONG	86402848*		
WMS GAMING INC.	United States	MONEY TO BURN	86088503*		
WMS GAMING INC.	United States	MU GUIYING	86167060*		

TRADEMARK

REEL: 005441 FRAME: 0866

Current Owner	Country	Mark Name	App No	Reg No	Expiration Date
WMS GAMING INC.	United States	MYSTICAL FOX	86256058*		
WMS GAMING INC.	United States	NEW YEAR FESTIVAL	86370496*		
WMS GAMING INC.	United States	NINE LIVES KENO	86381184*		
WMS GAMING INC.	United States	OMG! KITTENS SAFARI	86352265*		
WMS GAMING INC.	United States	PERSISTING WILD	86370538*		
WMS GAMING INC.	United States	PONY TALE	86160316*		
WMS GAMING INC.	United States	POWER AND BEAUTY	86398754*		
WMS GAMING INC.	United States	POWER ELEMENTS	86428915*		
WMS GAMING INC.	United States	POWER ROYALS	86242858*		
WMS GAMING INC.	United States	QUEST FOR THE FOUNTAIN	86279291*		
WMS GAMING INC.	United States	RAINFOREST DREAM	86266959*		
WMS GAMING INC.	United States	RED FLAG FLEET	86324807*		
WMS GAMING INC.	United States	REEL BLITZ FOOTBALL	86402853*		
WMS GAMING INC.	United States	REEL 'EM IN	86088492*		
WMS GAMING INC.	United States	REEL 'EM IN SUPER CAST	86360357*		
WMS GAMING INC.	United States	REEL JUICY PAYS	86370508*		
WMS GAMING INC.	United States	REEL PULSE JACKPOTS	86293621*		
WMS GAMING INC.	United States	REEL RAINBOWS	86170982*		
WMS GAMING INC.	United States	ROMAN CHARIOTS	86022570	4618524	10/07/2024
WMS GAMING INC.	United States	ROMULUS AND REMUS	86087852*		
WMS GAMING INC.	United States	ROYAL PRINCE	86307144*		
WMS GAMING INC.	United States	SHAKE RATTLING REELS	86318572*		
WMS GAMING INC.	United States	SHOJI	86286873*		
WMS GAMING INC.	United States	SLOT ROCK	86271647*		
WMS GAMING INC.	United States	SONS OF THE DRAGON	86359835*		
WMS GAMING INC.	United States	SPEAKEASY KING	86134759*		
WMS GAMING INC.	United States	SUGAR DROPS	86192484*		
WMS GAMING INC.	United States	SWEET DROPS	86324825*		
WMS GAMING INC.	United States	TEMPLE OF THE MAYANS	86265429*		

TRADEMARK

REEL: 005441 FRAME: 0867

Current Owner	Country	Mark Name	App No	Reg No	Expiration Date
WMS GAMING INC.	United States	TEMPTATION QUEEN	86265447*		
WMS GAMING INC.	United States	TEXAS HOLD'EM STREAK	86402837*		
WMS GAMING INC.	United States	THE AMAZING CASHINI	86214014*		
WMS GAMING INC.	United States	THE PIRATE CODE	86246120*		
WMS GAMING INC.	United States	THE ROAR OF PULAO	86359831*		
WMS GAMING INC.	United States	TWENTY-ONE DIAMONDS	86364935*		
WMS GAMING INC.	United States	TWO MAGIC KOI	86375703*		
WMS GAMING INC.	United States	VINTAGE BASEBALL	86402850*		
WMS GAMING INC.	United States	WILD ZEBRA	86255881*		
WMS GAMING INC.	United States	WILDCAT WINTER	86385597*		
WMS GAMING INC.	United States	WILDCAT WYATT	86365395*		
WMS GAMING INC.	United States	WINNING FORTUNE	86104336*		
WMS GAMING INC.	United States	ZEUS	86088466*		
WMS Gaming Inc.	United States	DRAGON FIRE 7S	86445575		
WMS Gaming Inc.	United States	THUNDER AND LIGHTNING	86444323*		
WMS Gaming Inc.	United States	DESIGN ONLY	86441180		
WMS Gaming Inc.	United States	COW ABUNGA	78255741*		
WMS Gaming Inc.	United States	TIME MACHINE	77212791	3613084	

TRADEMARK