

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Asnardo Garro, Esq.
Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

726758, filed 04/02/01

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

CREATIVE GAMES INTERNATIONAL, INC.

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describes collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

CITICORP VENDOR FINANCE, INC.

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

(Creative Games/Citicorp) To be filed in Rhode Island

EXHIBIT A TO UCC-3 FINANCING STATEMENT

RELEASED COLLATERAL

All of Debtor's existing and hereafter acquired right, title and interest in all of the tangible and intangible rights, properties and assets of every nature, kind and description, wheresoever located, whether arising by Contract, Law or otherwise, and whether or not carried or reflected on such party's books and records, of Debtor and CBN (with respect to the CBN Assets), except for the Excluded Assets are hereby released and deleted from the definition of "Collateral" covered by this financing statement (collectively, the "Released Collateral"). Without limiting the generality of the foregoing and except for the Excluded Assets, the Released Collateral shall include the following:

a) all of Debtor's right, title and interest in and to Debtor's corporate names and all variations thereof;

b) all of Debtor's right, title and interest in and to all Contracts to which Debtor is a party (other than that certain Asset Purchase Agreement, dated October 11, 2006, by and among Debtor, CBN Secure Technologies, Inc., Canadian Bank Note Company, Limited and GTECH Printing Corporation (the "Asset Purchase Agreement"), the Excluded Contracts and the agreements executed pursuant to or contemplated by the Asset Purchase Agreement), including, without limitation all supply and customer contracts, work and purchase orders, employment and consultancy contracts, equipment, capital and real property leases;

c) all cash and cash equivalents of Debtor (excluding for the avoidance of doubt the amount of any dividends or distributions paid by Debtor to CBN or the Shareholders on or before the Closing Date);

d) all accounts receivable, checks, negotiable instruments and chattel paper, payable to or (with respect to bearer instruments) in the possession of Debtor;

e) all inventory and supplies, whether in possession of the Debtor or a third party;

f) all furniture, fixtures, equipment and machinery of the Debtor;

g) all rights of Debtor and CBN under the Real Property Lease together with any leasehold improvements thereon and personal property and fixtures therein, and in each case all other rights, subleases, licenses, permits and deposits and profits appurtenant or related to such lease;

h) all of Debtor's and CBN's (with respect to the CBN Assets) right, title and interest in and to the Proprietary Rights (whether owned by, licensed by or issued to Debtor), including without limitation, all Proprietary Rights relating to the improved Instant Ticket concept that is the subject of US patent application no 11/334,705 filed January 17, 2006 and known within the Debtor as the "White Ticket", all income, royalties, damages and payments due or payable at Closing or thereafter (including, without limitation, damages and payments for past or future infringements or misappropriations thereof), the right to sue and recover for past infringements

or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world;

i) all books and records, files and operating data relating to the Business, the Released Collateral or the Assumed Liabilities;

j) all licenses, permits, registrations, approvals and authorizations issues by any Governmental Authority or private organization possessed by the Debtor used in the operation of the Business or required for the use of the Released Collateral and all rights thereunder, to the extent transferable;

k) the ISO certification issued to Debtor on November 30, 2003;

l) all claims, causes of actions, and suits, which Debtor has or may have against third parties in connection with the Released Collateral or the Assumed Liabilities;

m) the goodwill of the Business;

n) all manufacturers', vendors' and suppliers' warranties, to the extent assignable, with or without the consent of the manufacturer, vendor or supplier, as the case may be, in respect of any asset used in the Business; and

o) general intangibles, contract claims and other rights and all other property owned by the Debtor and used in the Business except as excluded below.

As used herein, the term "Excluded Assets" shall mean

a) The assets listed in Schedule 2.2 of the Asset Purchase Agreement.

b) The corporate seals, certificates of incorporation, minute books, stock books, books of account or other records relating solely to the organization of Debtor and Debtor's Tax Returns and all records relating solely thereto;

c) Any rights of Debtor under this Agreement or under any other agreement between Debtor on the one hand and Buyer on the other hand entered into on or after the date of this Agreement;

d) The rights to any of Debtor's claims for any Tax refunds or carry backs;

e) The rights of the Debtor under the Excluded Contracts; and

f) All rights of Debtor under its insurance policies, including, without limitation, the right to receive any amounts recovered or recoverable from the insurer after Closing.

All terms used and not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.