

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C2 Gaming, LLC		05/29/2014	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc.		
Street Address:	399 Park Avenue, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10043		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	78825477	AMERICAN ROCKER	
Serial Number:	85663375	ANYTIME BONUS	
Serial Number:	77131739	COMMON CENTS	
Serial Number:	78839935	GEMTASTIC	
Serial Number:	77201238	HOT AT THE TOP	
Serial Number:	77368035	JUNGLE PARTY	
Serial Number:	85554100	KACHINGO	
Serial Number:	77345158	NEST EGG	
Serial Number:	78821763	PICNIC PARTY	
Serial Number:	78848943	ROBO-REELS	
Serial Number:	77344086	WILD PARTY REELS	
Serial Number:	77345111	WIN OF A LIFETIME	
Serial Number:	86203299	COLOSSAL DIAMONDS	
CORRESPONDENCE DATA			
Fax Number:	9165205713		
<i>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.</i>			
Phone:	916-444-1000		
Email:	trademark@downeybrand.com		
TRADEMARK			

CH \$340.00 78825477

Correspondent Name: Michael J. Thomas
Address Line 1: 621 Capitol Mall, 18th Floor
Address Line 4: Sacramento, CALIFORNIA 95814

ATTORNEY DOCKET NUMBER: 41098.1

NAME OF SUBMITTER: Michael J. Thomas

SIGNATURE: /michaeljthomas/

DATE SIGNED: 05/30/2014

Total Attachments: 5

source=TM Security Agreement (Execution Version)#page1.tif
source=TM Security Agreement (Execution Version)#page2.tif
source=TM Security Agreement (Execution Version)#page3.tif
source=TM Security Agreement (Execution Version)#page4.tif
source=TM Security Agreement (Execution Version)#page5.tif

Intellectual Property Security Agreement

This TRADEMARK SECURITY AGREEMENT dated as of May 29, 2014 (this "Agreement"), made by C2 Gaming, LLC, a Nevada limited liability company (the "Pledgor"), in favor of Citicorp North America, Inc., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of December 20, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among AP GAMING I, LLC (the "Borrower"), each subsidiary of the Borrower identified therein and CITICORP NORTH AMERICA, INC., as collateral agent (together with its successors and assigns in such capacity, the "Agent") for the Secured Parties (as defined therein). 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

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

(i) all Trademarks of the United States, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "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 Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, including by facsimile or other electronic means, each of which shall constitute an original and all of which shall together constitute one and the same document.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

C2 Gaming, LLC

By: _____

Name: David Lopez

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]


CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: B. J. Rolli
Name: Brian J. Rolli
Title: Director

[Signature Page to TM Security Agreement]

Schedule I

UNITED STATES REGISTERED TRADEMARKS:

Trademark	Serial No.	Application Date	Registration No.	Registration Date
AMERICAN ROCKER	78825477	February 28, 2006	3500177	September 9, 2008
	85663375	June 27, 2012	4300694	March 12, 2013
COMMON CENTS	77131739	March 15, 2007	3485720	August 12, 2008
GEMTASTIC	78839935	March 17, 2006	3390054	February 26, 2008
HOT AT THE TOP	77201238	June 8, 2007	3525064	October 28, 2008
JUNGLE PARTY	77368035	January 9, 2008	3624004	May 19, 2009
KACHINGO	85554100	February 27, 2012	4217615	October 2, 2012
NEST EGG	77345158	December 5, 2007	3440552	June 3, 2008
PICNIC PARTY	78821763	February 23, 2006	3403326	March 25, 2008
ROBO REELS	78848943	March 29, 2006	3538814	November 25, 2008
WILD PARTY REELS	77344086	December 4, 2007	3462084	July 8, 2008
WIN OF A LIFETIME	77345111	December 5, 2007	3467637	July 15, 2008

UNITED STATES TRADEMARK APPLICATIONS:

COLOSSAL DIAMONDS	86203299	February 25, 2014	N/A	N/A
----------------------	----------	-------------------	-----	-----