Assignment

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Scuf Gaming International LLC		07/31/2014	LIMITED LIABILITY COMPANY:

#### **RECEIVING PARTY DATA**

Name:	Chatham Capital Management IV, LLC		
Street Address:	400 Galleria Parkway		
Internal Address:	Suite 1950		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: GEORGIA LIMITED LIABILITY COMPANY: GEORGIA		

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark		
Registration Number:	4424429	SCUF		
Registration Number:	4420911	SCUF GAMING		
Registration Number:	4529158	S		

#### **CORRESPONDENCE DATA**

Phone:

404-685-4269

Email:

rlockwood@burr.com

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.

Correspondent Name:

Robert Lockwood

Address Line 1:

171 Seventeenth Street, NW

Address Line 2:

Suite 1100

Address Line 4:

Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	0017224.0000025	
NAME OF SUBMITTER:	Robert Lockwood	
Signature:	/Robert Lockwood/	
Date:	08/15/2014	

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### ASSIGNMENT FOR SECURITY -TRADEMARKS

WHEREAS, SCUF GAMING INTERNATIONAL LLC, a Georgia limited liability company (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 31, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Chatham Capital Management IV, LLC, a Georgia limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and collaterally assign to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

Exh. B-1

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 31, 2014.

SCUF GAMING INTERNATIONAL LLC

Name: DUNCAN IRONMONGER

Title: CEO

STATE OF <u>GEORGIA</u>

SS.:

COUNTY OF FULTON

[NOTARY SEAL]

[OTARY

EXPIRES

GEORGIA

Jan. 30, 2018

PUBLIC

TON COUNTY

# SCHEDULE A TO ASSIGNMENT FOR SECURITY

# **Scuf Gaming International LLC - U.S. Trademarks**

U.S. Mark	Date filed	Filed by	Serial Nr. /Registration Nr.	Date Registered	Status
SCUF	12/21/2012	Coulson & Associates	85808981/4424429	10/29/2013	Approved - Registered Trade Mark
SCUF GAMING	12/21/2012	Coulson & Associates	85809004/4420911	10/22/2013	Approved - Registered Trade Mark
S Logo	9/25/2013	US Associate of C&A	86073999/4529158	5/13/2014	Approved - Registered Trade Mark

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RECORDED: 08/15/2014

TRADEMARK REEL: 005347 FRAME: 0482