

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350032

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NYX Gaming Group Limited		07/31/2015	CORPORATION: GUERNSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Equity Financial Trust Company		
<b>Street Address:</b>	200 University Avenue, Suite 300		
<b>City:</b>	Toronto, ON M5H 4H1		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86679585	NYX GAMING GROUP	
<b>Serial Number:</b>	86679620	NYX GAMING GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	mafrank@duanemorris.com		
<b>Correspondent Name:</b>	Mitchell A. Frank/Duane Morris LLP		
<b>Address Line 1:</b>	1540 Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10036-4086		
<b>ATTORNEY DOCKET NUMBER:</b>	N19995-00001		
<b>NAME OF SUBMITTER:</b>	Mitchell A. Frank		
<b>SIGNATURE:</b>	/Mitchell A. Frank/		
<b>DATE SIGNED:</b>	08/03/2015		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (“Agreement”) is made and entered into as of the 31<sup>st</sup> day of July 2015 by and between NYX Gaming Group Limited, a company incorporated under the laws of the Island of Guernsey (hereinafter referred to as “Grantor” or “Obligor”) and Equity Financial Trust Company, a trustee acting as a collateral agent on behalf of holders of certain senior secured debentures (hereinafter referred to as the “Secured Party”).

**WHEREAS**, the Grantor and the Secured Party have entered into a General Security Agreement dated as of July 31, 2015 (the “Security Agreement”) which related to, among other things, certain trademarks owned by the Grantor, and wherein all terms and conditions of the Security Agreement (other than section 7.12 (*Governing Law*)) are hereby incorporated herein by reference (capitalized terms used but not defined herein shall have the same meaning as set forth in the Security Agreement); and

**WHEREAS**, the Secured Party has requested a separate recordable document memorializing its security interest in and to the trademarks and corresponding existing and/or future registrations and applications for registration in the United States listed in Schedule A hereof (the “Trademarks”).

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of the parties hereto, and intending to be legally bound thereby, it is hereby agreed as follows:

1. Grant of Security. To secure the complete and timely payment and performance of all Obligations of the Grantor to the Secured Party, Grantor hereby grants to the Secured Party a security interest in and to all of Grantor’s right, title and interest in and to the Trademarks, including any and all renewals of registration (provided that no security interest shall be granted with respect to any intent-to-use applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use applications under applicable federal law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark.

2. No Transfer of Grantor’s Rights. Except to the extent expressly permitted in the Security Agreement or the Indenture, Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, and of the Trademarks.

3. Security for Debentures. The grant of a continuing security interest in the Trademarks by Grantor hereunder is intended to secure the payment and performance of all Obligations as set forth in the Security Agreement, and such security interest shall terminate upon full payment of the Obligations as set forth in the Security Agreement.

4. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to its conflict of law’s provisions. Any action to enforce any of the terms and/or conditions of this Agreement or otherwise relating to the interpretation or construction of this Agreement shall be brought in the federal or state courts located within the City and State of New York, and each party hereto irrevocably consents to the exclusive jurisdiction and venue of such courts over its person, and

waives any defenses based upon improper venue, inconvenient forum or lack of personal jurisdiction.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. For purposes of execution, facsimile signatures shall be considered effective and binding.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their affiliates, successors and assigns.

*[Signature page follows]*

IN WITNESS WHEREOF the parties have executed this Agreement.

**OBLIGOR:**

**NYX GAMING GROUP LIMITED**

By: *Matt Davey*  
Name: *MATT DAVEY*  
Title: *Director*

**SECURED PARTY:**

**EQUITY FINANCIAL TRUST COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF the parties have executed this Agreement.

**OBLIGOR:**

**NYX GAMING GROUP LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTY:**

**EQUITY FINANCIAL TRUST COMPANY**

By:   
Name: **Derrice Richards**  
Title: **Senior Advisor Trust Services**

  
**Donald Crawford**  
**Corporate Trust Officer**

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005590 FRAME: 0260**

**SCHEDULE A**  
**TRADEMARKS**

**PENDING APPLICATIONS**

<b><u>MARK</u></b>	<b><u>APPLN. NO.</u></b>	<b><u>FILING DATE</u></b>
NYX GAMING GROUP	86/679585	6/30/2015
NYX GAMING GROUP (STYLIZED)	86/679620	6/30/2015