

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350103

<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>
NextGen Gaming Pty Ltd		07/31/2015	CORPORATION: AUSTRALIA
<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: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85609178	SUPERBET	
<b>Serial Number:</b>	86552295	FOXIN' WINS	
<b>Serial Number:</b>	86571524	FOXIN' WINS AGAIN	
<b>Serial Number:</b>	86576420	GORILLA GO WILD	
<b>Serial Number:</b>	86599003	BLOOD LORE WOLF PACK	
<b>Serial Number:</b>	86607768	WILD WEST	
<b>Serial Number:</b>	86608143	MERLIN'S MILLIONS	
<b>Serial Number:</b>	86608205	MERLIN'S MAGIC RESPINS	
<b>Serial Number:</b>	85621418	JACK'S BEANSTALK	
<b>Serial Number:</b>	86652178	DOCTOR LOVE ON VACATION	
<b>Serial Number:</b>	86652175	MAD MAD MONKEY	
<b>Serial Number:</b>	86653735	TITAN STORM	
<b>Serial Number:</b>	86653744	VOLCANO ERUPTION	
<b>Serial Number:</b>	85609302	SLIDE A WILD	
<b>Serial Number:</b>	85609352	SLIDE A WILD	
<b>Serial Number:</b>	85484847	MEDUSA	
<b>Serial Number:</b>	85484813	DOCTOR LOVE	
<b>Serial Number:</b>	86708453	AMAZON IDOLS	
<b>Registration Number:</b>	4689360	DOCTOR LOVE	
<b>Registration Number:</b>	4333828	DYNAREEL	

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Property Type	Number	Word Mark
Registration Number:	4341139	DYNAREEL
Registration Number:	4512154	TEDDY BEAR'S PICNIC
Registration Number:	4524193	THE SPIN LAB
Registration Number:	4647326	SUPERBET
Registration Number:	4653250	EASY SLIDER
Registration Number:	4735606	EMPEROR'S KOI
Registration Number:	4735607	IRISH EYES
Registration Number:	4627160	DRAGON WINS
Registration Number:	4656814	SLOTS SHOWDOWN
Registration Number:	4676051	MING GUARDIAN

**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:** mafrank@duanemorris.com

**Correspondent Name:** Mitchell A. Frank/Duane Morris LLP

**Address Line 1:** 1540 Broadway

**Address Line 4:** New York, NEW YORK 10036-4086

<b>ATTORNEY DOCKET NUMBER:</b>	N1995-00001
<b>NAME OF SUBMITTER:</b>	Mitchell A. Frank
<b>SIGNATURE:</b>	/Mitchell A. Frank/
<b>DATE SIGNED:</b>	08/03/2015

**Total Attachments: 7**

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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 NextGen Gaming Pty Ltd ACN 090 108 688, an Australian corporation registered in New South Wales under the *Corporations Act of 2001* (Cth) (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**, Grantor and the Secured Party have entered into a General Security Deed dated as of July 31, 2015 ("**the Security Agreement**") which relates to, among other things, certain trademarks owned by Grantor, and wherein all terms and conditions of the Security Agreement (other than clauses 14.17 (*Governing Law*) and 14.18 (*Jurisdiction*)) are hereby incorporated herein by reference (capitalized terms used but not defined herein shall have the same meaning as that 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 of the Secured Moneys to the Secured Party, Grantor hereby grants to the Secured Party a security interest, as set forth in the Security Agreement, 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, any of the Trademarks.

3. Security for Secured Moneys. The grant of a continuing security interest in the Trademarks by Grantor hereunder is intended to secure the payment of all Secured Moneys as set forth in the Security Agreement, and such security interest shall terminate upon full payment of all such Secured Moneys as set forth in the Security Agreement and discharge of the security interest in accordance with clause 3.1 (*Discharge*) of 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. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement.

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:**

**NEXTGEN GAMING PTY LTD ACN 090  
108 688**

By: *Mati Davy*  
Name: *MATI DAVY*  
Title: *Director*

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

**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:

NEXTGEN GAMING PTY LTD ACN 090  
108 688

By: 

Name: SCOTT SMITH

Title: DIRECTOR

By: \_\_\_\_\_

Name:

Title:

SECURED PARTY:

EQUITY FINANCIAL TRUST COMPANY

By: \_\_\_\_\_

Name:

Title:

[Signature page to Trademark Security Agreement]

TRADEMARK

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IN WITNESS WHEREOF the parties have executed this Agreement.

**OBLIGOR:**

**NEXTGEN GAMING PTY LTD ACN 090  
108 688**

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

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]

SCHEDULE A  
TRADEMARKS

I. REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
N NEXTGEN GAMING	3,810,948	6/29/2010
DOCTOR LOVE	4,689,360	2/17/2015
POWER BET	3,752,400	2/23/2010
DYNAREEL	4,333,828	5/14/2013
DYNAREEL	4,341,139	4/2/2013
TEDDY BEAR'S PICNIC	4,512,154	4/8/2014
THE SPIN LAB	4,524,193	5/6/2014
SUPERBET & DEVICE	4,647,326	12/2/2014
EASY SLIDER	4,653,250	12/9/2014
EMPEROR'S KOI	4,735,606	5/12/2015
IRISH EYES	4,735,607	5/12/2015
DRAGON WINS	4,527,160	10/28/2014
SLOTS SHOWDOWN	4,656,814	12/16/2014
MING GUARDIAN	4,676,051	1/20/2015

II. PENDING APPLICATIONS (APPLICATIONS MARKED WITH \* FILED AS INTENT-TO-USE APPLICATION)

<u>MARK</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>
SUPERBET*	85/609178	4/26/2012
FOXIN' WINS*	86/552295	3/3/2015
FOXIN' WINS AGAIN*	86/571524	3/20/2015



GORILLA GO WILD*	86/576420	3/25/2015
BLOOD LORE WOLF PACK*	86/599003	4/15/2015
WILD WEST*	86/607768	4/23/2015
MERLIN'S MILLIONS*	86/608143	4/23/2015
MERLIN'S MAGIC RESPINS*	86/608205	4/23/2015
JACK'S BEANSTALK*	85/621418	5/10/2012
DOCTOR LOVE ON VACATION*	86/652178	6/4/2015
MAD MAD MONKEY	86/652175	6/4/2015
TITAN STORM	86/653735	6/5/2015
VOLCANO ERUPTION	86/653744	6/5/2015
SLIDE A WILD*	85/609302	4/26/2012
SLIDE A WILD DEVICE*	85/609352	4/26/2012
MEDUSA*	85/484847	12/1/2011
DOCTOR LOVE*	85/484813	12/1/2011
AMAZON IDOLS*	86/708453	7/29/2015