

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365111

<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>
Park Place Technologies, LLC		12/09/2015	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Capital Agent Services, LLC		
<b>Street Address:</b>	2 Bethesda Metro Center		
<b>Internal Address:</b>	Attn: Brett Hyman		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4819239	REDEFINING THE SERVICE EXPERIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3016546714		
<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>Phone:</b>	3018411359		
<b>Email:</b>	brett.hyman@americancapital.com		
<b>Correspondent Name:</b>	American Capital Agent Services, LLC		
<b>Address Line 1:</b>	2 Bethesda Metro Center		
<b>Address Line 2:</b>	Attn: Brett Hyman		
<b>Address Line 4:</b>	Bethesda, MARYLAND 20814		
<b>NAME OF SUBMITTER:</b>	Brett Hyman		
<b>SIGNATURE:</b>	/Brett Hyman/		
<b>DATE SIGNED:</b>	12/09/2015		
<b>Total Attachments: 5</b>			
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*Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to or in connection with this Agreement, the terms of any Collateral Document and the exercise of any right or remedy by the Administrative Agent thereunder are subject to the provisions of the Intercreditor Agreement dated as of December 9, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Golub Capital LLC, as the First Lien Agent, and American Capital Agent Services, LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any Collateral Document, the terms of the Intercreditor Agreement shall control.*

### *Second Lien Trademark Security Agreement*

This Second Lien Trademark Security Agreement, dated as of December 9, 2015, is between Park Place Technologies, LLC, an Ohio limited liability company (the "*Grantor*"), in favor of American Capital Agent Services, LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "*Grantee*"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Second Lien Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

### *Recitals*

*Whereas*, Grantor owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

*Whereas*, Grantor has entered into that certain Second Lien Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, pursuant to which, among other things, Grantor has become obligated in respect of the Obligations; and

*Whereas*, pursuant to the terms of that certain Second Lien Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and among Grantor, Grantee, and the other Persons party thereto as "*Grantors*" thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral (as hereinafter defined) to secure the payment of the Obligations;

*Now, Therefore*,, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or

amendment is accepted by the U.S. Patent and Trademark Office)) referred to in Schedule 1 annexed hereto;

(2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between any provision of this Second Lien Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.


This Second Lien Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the Termination Date. Upon the termination of this Second Lien Trademark Security Agreement, the Grantee shall, at Grantor's expense, execute all documents, make all filings and take all other actions in each case reasonably requested by the Grantor to evidence and record the release of the security interest in the Trademark Collateral granted herein, all without recourse to, or representation or warranty by, Grantee.

This Second Lien Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

*[remainder of page intentionally left blank; signature page follows]*

*In Witness Whereof*, Grantor has caused this Second Lien Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

PARK PLACE TECHNOLOGIES, LLC,  
an Ohio limited liability company

By:   
Name: Chris Adams  
Title: Chief Operating Officer and Vice  
President


*[Signature Page to Second Lien Trademark Security Agreement]*

Acknowledged:

American Capital Agent Services, LLC,  
a Delaware limited liability company,  
as Administrative Agent

By:

Name:

  
Adam Schatzow

Title:

Principal + Vice President

*Schedule I to Second Lien Trademark Security Agreement*

*U.S. TRADEMARKS*

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
REDEFINING THE SERVICE EXPERIENCE	U.S.	86331319	7/8/14	4819239	9/22/15