

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aristocrat Technologies, Inc.		05/23/2016	Corporation: NEVADA
Video Gaming Technologies, Inc.		05/23/2016	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	86665825	BUFFALO RUN
Serial Number:	86755528	DIAMOND RICHES
Serial Number:	86609246	FORTUNE FLURRY
Serial Number:	86611120	FROZEN FORTUNES
Serial Number:	86633603	MR. MONEY BAGS FREE SPINNIN'
Serial Number:	86665818	RED SPIN
Serial Number:	86740620	RED SPIN FRENZY
Serial Number:	86740608	RED SPIN LOCK ZONE
Serial Number:	86740635	RED SPIN WILDS
Serial Number:	86665867	RED SPINS
Serial Number:	86659182	RUBY'S RED SPIN WILDS
Registration Number:	4728107	MULTI-LINE MADNESS
Registration Number:	4760565	BUG MONEY
Registration Number:	4735552	CHARMED DESTINY
Registration Number:	4823364	LOUNGE LIFE
Registration Number:	4814263	PLAN Z
Registration Number:	4818280	ROSWELL DINER
Registration Number:	4739594	STEEL AND ROBBY JUSTICE NO RELATION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4800097	WHISKEY TANGO FOXTROT

CORRESPONDENCE DATA

Fax Number: 3127758100
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.
Phone: 312-775-8000
Email: trademarks@mcandrews-ip.com
Correspondent Name: M. Larry Jarvis
Address Line 1: 500 W Madison St
Address Line 2: 34th Fl
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Larry M. Jarvis
SIGNATURE:	/LMJ/
DATE SIGNED:	06/10/2016

Total Attachments: 8
source=Trademark Security Agreement_ATI_VGT_UBS AG Stamford Branch#page1.tif
source=Trademark Security Agreement_ATI_VGT_UBS AG Stamford Branch#page2.tif
source=Trademark Security Agreement_ATI_VGT_UBS AG Stamford Branch#page3.tif
source=Trademark Security Agreement_ATI_VGT_UBS AG Stamford Branch#page4.tif
source=Trademark Security Agreement_ATI_VGT_UBS AG Stamford Branch#page5.tif
source=Trademark Security Agreement_ATI_VGT_UBS AG Stamford Branch#page6.tif
source=Trademark Security Agreement_ATI_VGT_UBS AG Stamford Branch#page7.tif
source=Trademark Security Agreement_ATI_VGT_UBS AG Stamford Branch#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of 23 May, 2016 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of UBS AG, STAMFORD BRANCH, as Security Trustee for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Security Trustee").

WHEREAS, pursuant to that certain Syndicated Facility Agreement dated as of October 20, 2014 by and among Aristocrat Leisure Limited ACN 002 818 368, a corporation registered in New South Wales ("Holdings"), Aristocrat International Pty Ltd ACN 000 148 158, a corporation registered in New South Wales, Aristocrat Technologies Australia Pty Limited ACN 001 660 715, a corporation registered in New South Wales, Aristocrat Technologies, Inc., a Nevada corporation, and prior to the consummation of the Merger, Tonkor Enterprises, Inc., a Tennessee corporation, and upon consummation of the Merger, Video Gaming Technologies, Inc., a Tennessee corporation (collectively, the "Borrowers"), the banks and other financial institutions or entities from time to time party thereto (the "Lenders"), UBS AG, Stamford Branch, as administrative agent for the Term Facility and as Security Trustee and UBS AG, Australia Branch as administrative agent for the Revolving Facility and as Issuing Lender (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Syndicated Facility Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, and the Secured Parties have severally agreed to provide the Cash Management Obligations and Specified Hedge Agreements to the Loan Parties; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Syndicated Facility Agreement and to induce the Secured Parties to provide the Cash Management Obligations and Specified Hedge Agreements, the Grantors entered into a Security Agreement dated as of October 20, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between, among others, each of the Grantors and the Security Trustee, pursuant to which each of the Grantors assigned, transferred and granted to the Security Trustee, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute this Agreement, in order to record the security interest with respect to the Trademark Collateral granted to the Security Trustee for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Trustee as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Syndicated Facility Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Security Trustee, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the payment or performance, as the case may be (whether at the stated maturity, by acceleration or otherwise), of the Secured Obligations:

(i) those trademarks and trademark applications listed in Schedule A (except for "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 Section 1(c) or 1(d) of said Act has been filed), and (ii) the right to obtain all renewals thereof, (iii) rights to sue at law or in equity for any infringement or other violations thereof, (iv) Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 such application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Trustee for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Trustee 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts (including by telecopy or electronic (e.g., "pdf") transmission), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

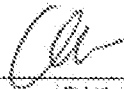
SECTION 6. Capacity of the Security Trustee

The Security Trustee enters into this Agreement as security trustee in accordance with the terms of the Australian Security Trust Deed (including any limitation of liability clause of that deed). Clause 1.5 of the Australian Security Trust Deed is incorporated into this Agreement as if set out in full herein, mutatis mutandis.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARISTOCRAT TECHNOLOGIES, INC.,
as Grantor

By:  _____
Name: *Walter J. Lee*
Title: *VP/Gen. Mgr.*

[Signature Page to Trademark Security Agreement - US]

VIDEO GAMING TECHNOLOGIES, INC.,
as Grantor

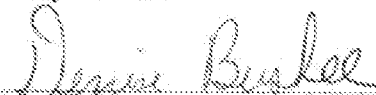
By: 
Name: WALTER JAMB
Title: PR/CS


[Signature Page to Trademark Security Agreement - US]

TRADEMARK
REEL: 005811 FRAME: 0649

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Security Trustee

By: 
Name: _____
Title: Denise Bushes
Associate Director

By: 
Name: _____
Title: Darlene Arias
Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks noted with an asterisk () denote "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, for which an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has not yet been filed.

TRADEMARKS -- New applications						
Mark	Country	Legal Owner	Serial No.	Filing Date	Registration No.	Registration Date
BUFFALO RUI	USA	Video Gaming Technologies, Inc.	8665825	17-Jun-15		
DIAMOND	USA	Video Gaming Technologies, Inc.	86755528	14-Sep-15		
RICHES	USA	Video Gaming Technologies, Inc.	86609246	24-Apr-15		
FORTUNE	USA	Video Gaming Technologies, Inc.	86611120	27-Apr-15		
FURRY	USA	Video Gaming Technologies, Inc.	86633603	18-May-15		
FROZEN	USA	Video Gaming Technologies, Inc.	86655818	17-Jun-15		
FORTUNES	USA	Video Gaming Technologies, Inc.	86740520	28-Aug-15		
MIL MONEY	USA	Video Gaming Technologies, Inc.	86740608	28-Aug-15		
BAGS FREE	USA	Video Gaming Technologies, Inc.				
SPINNIN'	USA	Video Gaming Technologies, Inc.				
RED SPIN	USA	Video Gaming Technologies, Inc.				
FRENZY	USA	Video Gaming Technologies, Inc.				
RED SPIN LOCK	USA	Video Gaming Technologies, Inc.				
ZONE	USA	Video Gaming Technologies, Inc.				

Mark	Country	Legal Owner	Serial No.	Filing Date	Registration No.	Registration Date
RED SPIN WILDS	USA	Video Gaming Technologies, Inc.	86740635	28-Aug-15		
RED SPINS	USA	Video Gaming Technologies, Inc.	86665867	17-Jun-15		
RUBY'S RED SPIN WILDS	USA	Video Gaming Technologies, Inc.	86679182	11-Jun-15		
TRADEMARKS - New registrations						
MULTI-LINE MADNESS	USA	Video Gaming Technologies, Inc.	85833846	28-Jan-13	4728107	28-Apr-15
BUG MONEY	USA	Video Gaming Technologies, Inc.	85573006	19-Mar-12	4780565	23-Jun-15
CHARMED DESTINY	USA	Video Gaming Technologies, Inc.	85789643	7-Dec-11	4735552	12-May-15
LOUNGE LIFE	USA	Video Gaming Technologies, Inc.	86327377	2-Jul-14	4823364	29-Sep-15
PLAN 2	USA	Video Gaming Technologies, Inc.	86327355	2-Jul-14	4814263	15-Sep-15
ROSWELL DINER	USA	Video Gaming Technologies, Inc.	85929908	23-Jan-13	4818280	22-Sep-15
STEEL AND ROBBY JUSTICE NO RELATION	USA	Video Gaming Technologies, Inc.	85895185	4-Apr-13	4739594	19-May-15
WHISKEY TANGO FOXTROT	USA	Video Gaming Technologies, Inc.	85814505	3-Jan-13	4780097	25-Aug-15