

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLUECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GALAXY GAMING, INC.		08/29/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	BREAKAWAY CAPITAL MANAGEMENT, LLC		
Street Address:	1901 Avenue of the Stars, Suite 360		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2458139	21 + 3	
Registration Number:	2458140	21 + 3	
Registration Number:	2923758	TEXAS SHOOTOUT	
Registration Number:	3067186	FOUR THE MONEY	
Registration Number:	3424208	EMPEROR'S CHALLENGE	
Registration Number:	3636803	EMPEROR'S TREASURE	
Registration Number:	3918470		
Registration Number:	4004254	PRIME	
Registration Number:	4017477	TWO WAY	
Registration Number:	4110553		
Registration Number:	4929250	HIGH CARD FLUSH	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		

OP \$290.00 2458139

TRADEMARK

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F165126

NAME OF SUBMITTER: Cori Capizzi

SIGNATURE: /Cori Capizzi/

DATE SIGNED: 08/30/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“**IP Security Agreement**”), dated as of August 29, 2016, is made by the parties listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of **BREAKAWAY CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company, as administrative agent for the Secured Parties and collateral agent for Secured Parties (in each such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, GALAXY GAMING, INC., a Nevada corporation (the “**Borrower**”), has entered into a Loan Agreement, dated as of August 29, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), with the Guarantors from time to time party thereto, the lenders from time to time party thereto (each, a “**Lender**” and, collectively, the “**Lenders**”), and the Administrative Agent.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Loan Agreement, each Grantor has executed and delivered to the Administrative Agent that certain Guaranty and Security Agreement, dated as of August 29, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), made by and among the Grantors in favor of the Administrative Agent, for the benefit of the Secured Parties.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Administrative Agent as follows:

1. Grant of Security. Each Grantor hereby unconditionally grants, assigns, and pledges, the Administrative Agent for the ratable benefit of the Secured Parties, to secured the Secured Obligations, a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “**IP Collateral**”):

(a) (i) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule 1 hereto, all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License (collectively, the “**Patent Collateral**”);

(b) (i) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule 2 hereto, (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (iii) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (B) injury to the

goodwill associated with any Trademark, or (C) right to receive license fees, royalties, and other compensation under any Trademark License (collectively, the “**Trademark Collateral**”); and

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to a Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (collectively, the “**Copyrights**”); (ii) all renewals or extensions of the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Copyright or any Copyright exclusively licensed under any Intellectual Property License, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Copyright License (collectively, the “**Copyright Collateral**”).

2. Recordation. Each Grantor authorizes the Commissioner for Patent Collateral, the Commissioner for Trademark Collateral and the Register of Copyright Collateral and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Credit Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e. “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

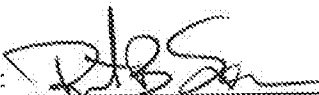
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California.

[SIGNATURE PAGES FOLLOW]

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

GALAXY GAMING, INC., a Nevada corporation,
as a Grantor

By: 
Name: ROBERT SWEIZER
Title: CEO

Address for Notices:
6767 Spencer Street
Las Vegas, NV 89119

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

AGREED TO AND ACCEPTED:

**BREAKAWAY CAPITAL MANAGEMENT,
LLC**, a Delaware limited liability company, as the
Administrative Agent

By:

Name:

Title: Authorized Signatory

Address for Notices:

1901 Avenue of the Stars

Suite 360

Los Angeles, CA 90067

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005867 FRAME: 0120

SCHEDULE 1
to
IP SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Galaxy Gaming, Inc.	US	5,743,532	08/887,436	2-Jul-97
Galaxy Gaming, Inc.	US	5,865,437	08/845,784	25-Apr-97
Galaxy Gaming, Inc.	US	6,296,251	09/336,760	21-Jun-99
Galaxy Gaming, Inc.	US	6,336,633	09/358,425	22-Jul-99
Galaxy Gaming, Inc.	US	6,336,860	09/437,238	10-Nov-99
Galaxy Gaming, Inc.	US	6,343,789	09/533,794	24-Mar-00
Galaxy Gaming, Inc.	US	6,443,455	09/538,486	30-Mar-00
Galaxy Gaming, Inc.	US	6,464,225	09/722,541	28-Nov-00
Galaxy Gaming, Inc.	US	6,474,646	09/845,332	1-May-01
Galaxy Gaming, Inc.	US	6,488,284	09/841,174	25-Apr-01
Galaxy Gaming, Inc.	US	6,491,301	09/845,333	1-May-01
Galaxy Gaming, Inc.	US	6,503,145	09/589,202	8-Jun-00
Galaxy Gaming, Inc.	US	6,547,246	09/467,892	21-Dec-99
Galaxy Gaming, Inc.	US	6,702,673	09/961,312	25-Sep-01
Galaxy Gaming, Inc.	US	7,159,868	10/891,185	15-Jul-04
Galaxy Gaming, Inc.	US	7,238,108	10/261,784	2-Oct-02
Galaxy Gaming, Inc.	US	7,677,573	11/376,238	16-Mar-06
Galaxy Gaming, Inc.	US	Pending	14/164,025	24-Jan-14
Galaxy Gaming, Inc.	US	Pending	13/326,197	14-Dec-11
Galaxy Gaming, Inc.	US	Pending	14/459,265	13-Aug-14
Galaxy Gaming, Inc.	US	Pending	14/640,008	5-Mar-15

Patent Licenses

None.

SCHEDULE 2
to
IP SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Galaxy Gaming, Inc.	US	21 + 3	2,458,139	5-Jun-2001
Galaxy Gaming, Inc.	US	21 + 3	2,458,140	5-Jun-2001
Galaxy Gaming, Inc.	US	TEXAS SHOOTOUT	2,923,758	1-Feb-2005
Galaxy Gaming, Inc.	US	FOUR THE MONEY	3,067,186	14-Mar-2006
Galaxy Gaming, Inc.	US	EMPEROR'S CHALLENGE	3,424,208	6-May-2008
Galaxy Gaming, Inc.	US	EMPEROR'S TREASURE	3,636,803	9-Jun-2009
Galaxy Gaming, Inc.	US	MISCELLANEO US DESIGN	3,918,470	15-Feb-2011
Galaxy Gaming, Inc.	US	PRIME	4,004,254	2-Aug-2011
Galaxy Gaming, Inc.	US	TWO WAY	4,017,477	30-Aug-2011
Galaxy Gaming, Inc.	US	Two Way Design	4,110,553	13-Mar-2012
Galaxy Gaming, Inc.	US	HIGH CARD FLUSH	4,929,250	29-Mar-2016
Galaxy Gaming, Inc.	Australia	TWO WAY Device	1201752	11-Feb-2008
Galaxy Gaming, Inc.	Australia	21 + 3	1201751	11-Feb-2008
Galaxy Gaming, Inc.	Australia	21 + 3 Device	1201750	11-Feb-2008
Galaxy Gaming, Inc.	Australia	TWO WAY Single Spot Device	1201749	22-Jun-2010
Galaxy Gaming, Inc.	Canada	TWO WAY Device	794319	31-Mar-2011
Galaxy Gaming, Inc.	Canada	21 + 3	794317	31-Mar-2011
Galaxy Gaming, Inc.	Canada	21 + 3 Device	794318	31-Mar-2011
Galaxy Gaming, Inc.	Canada	TWO WAY Single Spot Device	804693	18-Aug-2011
Galaxy Gaming, Inc.	European Community	JOKOLOR	5823208	18-Jul-2008
Galaxy Gaming, Inc.	European Community	TWO WAY Logo	5823216	18-Jul-2008
Galaxy Gaming, Inc.	European Community	21 + 3	5826474	26-May-2008
Galaxy Gaming, Inc.	European Community	21 + 3 (Device)	5826581	13-Jun-2008
Galaxy Gaming, Inc.	European Community	21 + 3 Single Spot Device	5874516	27-Aug-2008
Galaxy Gaming, Inc.	European Community	JOKOLOR Single Spot Device	5874524	13-Jun-2008

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Galaxy Gaming, Inc.	European Community	TWO WAY Single Spot Device	5874541	08-Apr-2010
Galaxy Gaming, Inc.	European Community	21 + 3 Single Spot device (rectangle and circle)	6338461	16-Sep-2008
Galaxy Gaming, Inc.	European Community	21 + 3 Single Spot Device (square and rectangle)	6338487	18-Jul-2008
Galaxy Gaming, Inc.	European Community	21 + 3 Single Spot Device (rectangles)	6338479	01-Oct-2008
Galaxy Gaming, Inc.	European Community	PRIME THREE CARD POKER	8463994	31-Jan-2010
Galaxy Gaming, Inc.	European Community	Prime Player Area	8185662	27-Jan-2011
Galaxy Gaming, Inc.	European Community	Prime Single Spot	8185654	22-Jan-2010
Galaxy Gaming, Inc.	European Community	YESDICE	10295061	06-Mar-2012
Galaxy Gaming, Inc.	European Community	YESDICE (Stylised)	10295152	06-Mar-2012
Galaxy Gaming, Inc.	European Community	D-T DICE	10295574	06-Mar-2012
Galaxy Gaming, Inc.	European Community	TOP 3	10295699	24-Nov-2013
Galaxy Gaming, Inc.	European Community	HIGH CARD FLUSH (Device) (b/w)	12748992	22-May-2015
Galaxy Gaming, Inc.	European Community	HEADS-UP HOLD'EM (Device)	12749115	12-Aug-2014
Galaxy Gaming, Inc.	European Community	GALAXY GAMING	12695375	19-Jul-2015
Galaxy Gaming, Inc.	European Community	GALAXY GAMING	13604376	23-Dec-2014
Galaxy Gaming, Inc.	European Community	LUCKY LADIES (Device)	13618897	07-Nov-2015
Galaxy Gaming, Inc.	European Community	HIGH CARD FLUSH (Device) (colour)	13508056	16-Mar-2015
Galaxy Gaming, Inc.	European Community	+3 (stylised)	13750898	27-Jul-2015
Galaxy Gaming, Inc.	Gibraltar	PRIME THREE CARD POKER	10006	25-Jun-2009
Galaxy Gaming, Inc.	Gibraltar	Prime Player Area	10008	25-Jun-2009
Galaxy Gaming, Inc.	Gibraltar	Prime Single Spot	10007	25-Jun-2009

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Galaxy Gaming, Inc.	Guernsey	PRIME THREE CARD POKER	GGGT7090	11-Aug-2009
Galaxy Gaming, Inc.	Guernsey	Prime Player Area	GGGT7092	16-Nov-2009
Galaxy Gaming, Inc.	Guernsey	Prime Single Spot	GGGT7091	16-Nov-2009
Galaxy Gaming, Inc.	Macau	TWO WAY Device	N/031447	30-Oct-2008
Galaxy Gaming, Inc.	Macau	21 + 3	N/031441	30-Oct-2008
Galaxy Gaming, Inc.	Macau	21 + 3 Device	N/031444	30-Oct-2008
Galaxy Gaming, Inc.	Macau	TWO WAY Single Spot Device	N/031659	26-May-2008
Galaxy Gaming, Inc.	Macau	21 + 3	N/031442	30-Oct-2008
Galaxy Gaming, Inc.	Macau	21 + 3	N/031443	30-Oct-2008
Galaxy Gaming, Inc.	Macau	TWO WAY Single Spot Device	N/031660	26-May-2008
Galaxy Gaming, Inc.	Macau	TWO WAY Single Spot Device	N/031661	26-May-2008
Galaxy Gaming, Inc.	Macau	TWO WAY Device	N/031448	30-Oct-2008
Galaxy Gaming, Inc.	Macau	TWO WAY Device	N/031449	30-Oct-2008
Galaxy Gaming, Inc.	Macau	21 + 3 Device	N/031445	30-Oct-2008
Galaxy Gaming, Inc.	Macau	21 + 3 Device	N/031446	30-Oct-2008
Galaxy Gaming, Inc.	South Africa	TWO WAY Device	2007/22032	26-May-2010
Galaxy Gaming, Inc.	South Africa	21 + 3	2007/22020	02-Jun-2010
Galaxy Gaming, Inc.	South Africa	21 + 3 Device	2007/22024	02-Jun-2010
Galaxy Gaming, Inc.	South Africa	TWO WAY Single Spot Device	2007/22028	24-Jan-2011
Galaxy Gaming, Inc.	South Africa	TWO WAY Device	2007/22033	26-May-2010
Galaxy Gaming, Inc.	South Africa	TWO WAY Device	2007/22034	26-May-2010
Galaxy Gaming, Inc.	South Africa	TWO WAY Device	2007/22035	26-May-2010
Galaxy Gaming, Inc.	South Africa	TWO WAY Single Spot Device	2007/22029	24-Jan-2011
Galaxy Gaming, Inc.	South Africa	TWO WAY Single Spot Device	2007/22030	24-Jan-2011
Galaxy Gaming, Inc.	South Africa	TWO WAY Single Spot Device	2007/22031	24-Jan-2011
Galaxy Gaming, Inc.	South Africa	21 + 3 Device	2007/22025	02-Jun-2010
Galaxy Gaming, Inc.	South Africa	21 + 3 Device	2007/22026	02-Jun-2010
Galaxy Gaming, Inc.	South Africa	21 + 3 Device	2007/22027	02-Jun-2010
Galaxy Gaming, Inc.	South Africa	21 + 3	2007/22021	02-Jun-2010
Galaxy Gaming, Inc.	South Africa	21 + 3	2007/22022	02-Jun-2010
Galaxy Gaming, Inc.	South Africa	21 + 3	2007/22023	02-Jun-2010

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Galaxy Gaming, Inc.	United Kingdom	PRIME THREE CARD POKER	2500307	10-Apr-2009
Galaxy Gaming, Inc.	United Kingdom	Prime Player Area	2500807	06-Feb-2009
Galaxy Gaming, Inc.	United Kingdom	Prime Single Spot	2500808	10-Apr-2009
Galaxy Gaming, Inc.	United Kingdom	TCP Single Player Area	2556583	17-Dec-2010
Galaxy Gaming, Inc.	United Kingdom	CASINO BRAG & device	2029183	03-Oct-1997
Galaxy Gaming, Inc.	United Kingdom	21 + 3	2328181A	27-Aug-2004
Galaxy Gaming, Inc.	United Kingdom	21+3 (device)	2328181B	27-Aug-2004

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

SCHEDULE 3
TO
IP SECURITY AGREEMENT

Copyright Registrations

None.

Copyright Licenses

None.

Community Design Registrations

Grantor	Country	Design	Registration No.	Registration Date
Galaxy Gaming, Inc.	European Community	21 + 3 layout	697693-0001	27-Mar-2007
Galaxy Gaming, Inc.	European Community	21 + 3 single spot	697693-0002	27-Mar-2007
Galaxy Gaming, Inc.	European Community	Jokolor single spot	697693-0005	27-Mar-2007
Galaxy Gaming, Inc.	European Community	Jokolor layout	697693-0006	27-Mar-2007
Galaxy Gaming, Inc.	European Community	Single spot	697693-0007	27-Mar-2007
Galaxy Gaming, Inc.	European Community	Two-way layout	697693-0008	27-Mar-2007
Galaxy Gaming, Inc.	United Kingdom	Brit-brag game	2047176	22-Aug-1995
Galaxy Gaming, Inc.	European Community	Single Player Positions (3 designs)	797535-0001	24-Sep-2007
Galaxy Gaming, Inc.	European Community	Single Player Positions (3 designs)	797535-0002	24-Sep-2007
Galaxy Gaming, Inc.	European Community	Single Player Positions (3 designs)	797535-0003	24-Sep-2007
Galaxy Gaming, Inc.	European Community	Prime Single Spot	1099469-001	28-Feb-2009
Galaxy Gaming, Inc.	European Community	Prime Player Area	1099469-0002	28-Feb-2009
Galaxy Gaming, Inc.	United Kingdom	Prime Single Spot	4009336	13-Nov-2008
Galaxy Gaming, Inc.	United Kingdom	Prime Player Area	4009335	09-Dec-2008

Community Design Licenses

None.