

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hard 8 Games, LLC		12/30/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	American Capital, Ltd.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86017630	8	
Serial Number:	86017662	HARD 8 GAMES	
CORRESPONDENCE DATA			
Fax Number:	6176033305		
<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:	6176033304		
Email:	cnaidus@feinberghanson.com		
Correspondent Name:	Christopher Naidus		
Address Line 1:	855 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Christopher A Naidus		
SIGNATURE:	/Christopher A Naidus/		
DATE SIGNED:	12/30/2016		
Total Attachments: 5			
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OP \$65.00 86017630

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Grant of Security Interest in United States Trademarks (“Agreement”), dated as of December 30, 2016, by and between Hard 8 Games, LLC, a Delaware limited liability company (“Grantor”), in favor of the undersigned grantee (“Grantee”).

WITNESSETH:

WHEREAS, pursuant to that certain Exchange and Reorganization Agreement dated as of the date hereof by and among Grantor, Grantee, and the other parties named therein (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Reorganization Agreement”), the Grantee has issued the Note to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and between Grantor and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Secured Obligations, Grantor granted to Grantee a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined below) of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Grantee this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Grantee a continuing first priority security interest in, and lien upon, all of Grantor’s presently existing or hereafter acquired right, title and interest in and to the following (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Grantee.

4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Grantee pursuant to 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.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to its choice of law provisions.

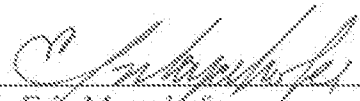
6. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e.,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

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

[Signature Page Follows]

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

HARD 8 GAMES, LLC

By: 
Name: Eric Meyerhofer
Title: Chief Executive Officer

Accepted and Acknowledged by:

AMERICAN CAPITAL, LTD.,
as Grantee

By: _____
Name: Samuel A. Flax
Title: Executive Vice President and General Counsel

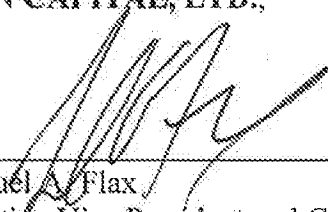
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HARD 8 GAMES, LLC

By: _____
Name: Eric Meyerhofer
Title: Chief Executive Officer

Accepted and Acknowledged by:

AMERICAN CAPITAL, LTD.,
as Grantee

By:  _____
Name: Samuel A. Flax
Title: Executive Vice President and General Counsel

Schedule A

Trademarks

TITLE	COUNTRY	APPLICATION NUMBER	STATUS	REGISTRATION NUMBER
8 (Stylized Design)	US	86017630	Allowed	
HARD 8 GAMES	US	86017662	Allowed	