

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACAS, LLC	FORMERLY American Capital, Ltd.	04/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SPV 47, LLC		
Street Address:	4001 Kennett Pike, Suite 302		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19807		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Serial Number:	86977172	BEARS BEEHIVING BADLY	
Serial Number:	85984104	GAMBLIT	
Serial Number:	85984120	GAMBLIT	
Serial Number:	86977173	POLICE POOCHES VS ZOMBIE CATS	
Serial Number:	86320682	BEARS BEEHIVING BADLY	
Serial Number:	87124930	BINGO BRAWL	
Serial Number:	87124808	BINGO TRANCE	
Serial Number:	87152108	BINGO TRANCE	
Serial Number:	86854521	BREW CAPS	
Serial Number:	87050202	BREW CAPS LEAGUE	
Serial Number:	86931885	BREW CAPS SQUAD	
Serial Number:	86854541	BREW CAPS TOGETHER	
Serial Number:	86960553	CANNONBEARD'S TREASURE	
Serial Number:	86952511	CUTLASS AND CASH	
Serial Number:	85911193		
Serial Number:	85984119		
Serial Number:	85911159	G	
Serial Number:	87183987	G S G - SPORTS	
Serial Number:	85867494	GAMBLIT	
TRADEMARK			

CH \$1265.00 86977172

Property Type	Number	Word Mark
Serial Number:	85867533	GAMBLIT
Serial Number:	85984118	GAMBLIT
Serial Number:	86502506	GAMBLIT
Serial Number:	85911118	GAMBLIT
Serial Number:	86937931	GAMBLIT POKER
Serial Number:	87183983	GAMBLIT VRC
Serial Number:	86147428	GBIT
Serial Number:	86503344	GBIT
Serial Number:	87157526	GBIT PRIZE PORTAL
Serial Number:	86937738	G
Serial Number:	86937779	G
Serial Number:	86827975	GRAB 21
Serial Number:	86827932	GRAB BACCARAT
Serial Number:	86827927	GRAB BINGO
Serial Number:	86827967	GRAB CRAPS
Serial Number:	86827952	GRAB JACK
Serial Number:	86827944	GRAB PAI GOW
Serial Number:	86805561	GRAB POKER
Serial Number:	86952505	HIGH ORBIT
Serial Number:	85911039	LUCKY WORDS
Serial Number:	86453712	LUCKY WORDS
Serial Number:	86952494	MATCH 3VOLUTION
Serial Number:	87096080	MODEL G
Serial Number:	86874222	MOOLAH MELEE
Serial Number:	87124939	NOT YOUR GRANNY'S BINGO
Serial Number:	86320660	POLICE POOCHES VS ZOMBIE CATS
Serial Number:	86952482	SMOOTHIE BLAST
Serial Number:	87125144	THREE KINGDOMS DICE BACCARAT
Serial Number:	87125136	THREE KINGDOMS DRAGON BACCARAT
Serial Number:	87152078	THREE KINGDOMS DRAGON BACCARAT
Serial Number:	87096059	TRISTATION

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-951-7169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: Prudential Tower, 800 Boylston Street

TRADEMARK

REEL: 006067 FRAME: 0002

Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: BCCI-283-153

NAME OF SUBMITTER: Catherine Murray

SIGNATURE: /cmurray/

DATE SIGNED: 05/23/2017

Total Attachments: 11

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ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment") is dated as of April 6, 2017 and is made by ACAS, LLC (f/k/a American Capital, Ltd.), a Delaware limited liability company, having an address at 245 Park Avenue, 44th Floor, NY, NY 10167 ("Assignor"), in favor of SPV 47, LLC, a Delaware limited liability company, having an address at 4001 Kennett Pike, Suite 302, Wilmington, DE 19807 ("Assignee").

RECITALS:

WHEREAS, Assignor is the holder of that certain Senior Secured Convertible Promissory Note dated as of December 30, 2016 and for a principal amount of USD 77,525,183.57, between the Assignor, Hard 8 Games, LLC (the "Company") and Gamblit Gaming, LLC (the "Guarantor") (the "Note"), issued in connection with (a) that certain Exchange and Reorganization Agreement, dated as of December 30, 2016, by and among the Company, the Assignor and the other signatories party thereto (the "Reorganization Agreement") and (b) that certain Creditors' Rights Agreement, dated as of December 30, 2016, by and among the Company and the Assignor (the "Creditors' Rights Agreement"), and together with the Note and the Reorganization Agreement, the "Transaction Documents";

WHEREAS, The obligations of the Company under the Transaction Documents are guaranteed and secured under and pursuant to the documents listed on Schedule A hereto (collectively, the "Security Documents"); and

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept and assume the rights and obligations of Assignor under the Security Documents.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Assignment. Effective as of the date hereof, Assignor does hereby grant, bargain, sell, convey, assign, transfer and set over unto Assignee, all of Assignor's right, title, and interest in and to: (i) the Security Documents; (ii) any and all other documents executed and/or delivered in connection with the Transaction Documents or the Security Documents, including any hedge agreements, interest rate cap agreements and/or interest rate protection agreements; (iii) any collateral, security, certificates of deposit, letters of credit, performance bonds, demands, causes of action, all related certificates, bank accounts, operating accounts, reserve accounts, escrow accounts and other accounts, of the Company, the Guarantor, any other guarantors and any other collateral arising out of and/or executed and/or delivered in or to or with respect to the Transaction Documents or the Security Documents; and (iv) any proceeds, rights, benefits, causes of action and claims of Assignor arising from, or relating to, any and all of the foregoing (collectively, the "Assigned Security Interests").
2. Assumption. Effective as of the date hereof, (a) Assignee (i) hereby assumes all liabilities and obligations of Assignor arising under and pursuant to the Assigned Security Interests; (ii) is deemed to be a party to the applicable Security Documents; (iii) agrees to be bound by the Security Documents as it would have been if it had been the original creditor thereunder and holder of the Note; and (iv) agrees to perform in

accordance with their respective terms all of the obligations which are required under the Security Documents to be performed by it as the creditor thereunder; and (b) except as provided in Section 3 below, Assignor is hereby released from all liabilities and obligations relating to the Assigned Security Interests arising on or after the date hereof.


3. Payments. If Assignor receives or collects any principal, interest and other amounts which are paid by or on behalf of the Company pursuant to the Security Documents (“Company Payments”) and which accrue on or after the date hereof, Assignor shall promptly pay them to Assignee, and if Assignee receives or collects any Company Payments which have accrued prior to the date hereof, Assignee shall promptly pay them to Assignor.
4. Further Documentation and Actions. The Assignor hereby authorizes the Assignee to file any UCC financing, continuation or amendment statement in respect of the Assigned Security Interests without the signature of the Assignee. The Assignor shall execute any other instruments, documents or notices appropriate (including without limitation the filing of notices with the U.S. Patent and Trademark Office) in respect of the Assigned Security Interests that may be required or that, in the reasonable opinion of the Assignee, may be desirable to evidence the assignment contemplated hereby.
5. General.
 - a. This Assignment will be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
 - b. TO HAVE AND TO HOLD unto Assignee, its successors, and assigns forever.
 - c. This Assignment, the rights of the parties and all actions arising in whole or in part under or in connection herewith, will be governed by and construed in accordance with the domestic substantive laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.
 - d. This Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
 - e. No term or provision of this Assignment may be amended, waived or terminated orally, but only by an instrument signed by the parties hereto.
 - f. If any provision of this Assignment is held invalid, illegal or unenforceable, the remaining provisions hereof shall not be affected or impaired in any way.
 - g. Each of the parties hereto shall do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the transactions contemplated hereby.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the date first above written.

ASSIGNOR:

ACAS, LLC,
a Delaware limited liability company

By: 

Name: Ian Fitzgerald

Title: Authorized Signatory

ASSIGNEE:

SPV 47, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the date first above written.

ASSIGNOR:

ACAS, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

ASSIGNEE:

SPV 47, LLC,
a Delaware limited liability company

DocuSigned by:

By:  _____
2EA30870FA504E1

Name: Brett L'Esperance

Title: Authorized Signatory

Schedule A
Security Documents

	DOCUMENT NAME ¹
1.	Security Agreement dated as of December 30, 2016 entered into by the Company in favor of Assignor.
2.	Grant of Security Interest in United States Trademarks dated as of December 30, 2016 entered into by the Company in favor of Assignor.
3.	Security Agreement dated as of December 30, 2016 entered into by the Guarantor in favor of Assignor.
4.	Grant of Security Interest in United States Patents dated as of December 30, 2016 entered into by the Guarantor in favor of Assignor.
5.	Grant of Security Interest in United States Trademarks dated as of December 30, 2016 entered into by the Guarantor in favor of Assignor.

¹ Each document is dated as of December 30, 2016 unless otherwise indicated.

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 Gamblit Gaming, 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.

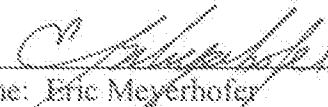
6. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e.,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

GAMBLIT GAMING, 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

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.

GAMBLIT GAMING, 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
BEARS BEEHIVING BADLY	US	86977172	Registered	4934251
GAMBLIT	US	85984104	Registered	4983558
GAMBLIT (Stylized)	US	85984120	Allowed	5095734
POLICE POOCHES VS ZOMBIE CATS	US	86977173	Registered	4883221
BEARS BEEHIVING BADLY	EM	013027412	Registered	013027412
BEARS BEEHIVING BADLY	GB	UK00003171909	Registered	UK00003171909
BEARS BEEHIVING BADLY	US	86320682	Allowed	
BINGO BRAWL	US	87124930	Pending	
BINGO TRANCE	US	87124808	Pending	
BINGO TRANCE (Stylized and/or with Design)	US	87152108	Pending	
BREW CAPS	EM	015541709	Registered	015541709
BREW CAPS	US	86854521	Allowed	
BREW CAPS LEAGUE	EM	015541683	Registered	015541683
BREW CAPS LEAGUE	US	87050202	Allowed	
BREW CAPS SQUAD	US	86931885	Allowed	
BREW CAPS TOGETHER	US	86854541	Allowed	
CANNONBEARD'S TREASURE	EM	015868698	Pending	
CANNONBEARD'S TREASURE	US	86960553	Allowed	
CUTLASS AND CASH	US	86952511	Pending	
Design (Face)	GB	UK00003171915	Registered	UK00003171915
FACE (G Character)	EM	013027131	Registered	013027131
FACE (G Character)	US	85911193	Allowed	
FACE (G Character)	US	85984119	Allowed	
G (Stylized)	US	85911159	Pending	
G S G-SPORTS	US	87183987	Pending	
GAMBLIT	EM	013026836	Pending	
GAMBLIT	EM	014357719	Registered	014357719
GAMBLIT	GB	UK00003171613	Pending	UK00003171613
GAMBLIT	US	85867494	Allowed	
GAMBLIT	US	85867533	Allowed	
GAMBLIT	US	85984118	Allowed	
GAMBLIT	US	86502506	Allowed	
GAMBLIT (Stylized)	US	85911118	Allowed	
GAMBLIT GAMING	BX	1324999	Registered	0989012
GAMBLIT GAMING	GB	UK00003144857	Registered	UK00003144857
GAMBLIT GAMING	IT	302016000005535	Pending	
GAMBLIT POKER	GB	UK00003185076	Pending	
GAMBLIT POKER	US	86937931	Allowed	
GAMBLIT VRC	US	87183983	Pending	
GBIT	US	86147428	Allowed	
GBIT	US	86503344	Allowed	
GBIT PRIZE PORTAL	US	87157526	Pending	
GBIT Skill Reward Points Box	GB	UK00003185079	Pending	
GBIT Skill Reward Points Box	US	86937738	Allowed	

TITLE	COUNTRY	APPLICATION NUMBER	STATUS	REGISTRATION NUMBER
(Stylized and/or with Design)				
Gbit Skill Reward Points box (Stylized and/or with Design)(color)	US	86937779	Allowed	
GRAB 21	US	86827975	Pending	
GRAB BACCARAT	US	86827932	Pending	
GRAB BINGO	US	86827927	Pending	
GRAB CRAPS	US	86827967	Pending	
GRAB JACK	US	86827952	Pending	
GRAB PAI GOW	US	86827944	Pending	
GRAB POKER	US	86805561	Pending	
HIGH ORBIT	EM	015857981	Pending	
HIGH ORBIT	US	86952505	Allowed	
LUCKY WORDS	EM	013027263	Registered	013027263
LUCKY WORDS	EM	014054985	Registered	014054985
LUCKY WORDS	GB	UK00003171913	Registered	UK00003171913
LUCKY WORDS	US	85911039	Registered	4689248
LUCKY WORDS	US	86453712	Registered	4984205
Match 3volution	GB	UK00003171908	Registered	UK00003171908
MATCH 3VOLUTION	US	86952494	Allowed	
MODEL G	US	87096080	Pending	
MOOLAH MELEE	US	86874222	Allowed	
NOT YOUR GRANNY'S BINGO	US	87124939	Pending	
POLICE POOCHES VS ZOMBIE CATS	EM	013027347	Registered	013027347
POLICE POOCHES VS ZOMBIE CATS	GB	UK00003171911	Registered	UK00003171911
POLICE POOCHES VS ZOMBIE CATS	US	86320660	Allowed	
Raze	US		Unfiled	
Slice of Cake	US		Unfiled	
SMOOTHIE BLAST	GB	UK00003171907	Registered	UK00003171907
SMOOTHIE BLAST	US	86952482	Pending	
THREE KINGDOMS DICE BACCARAT	US	87125144	Pending	
THREE KINGDOMS DRAGON BACCARAT	US	87125136	Pending	
THREE KINGDOMS DRAGON BACCARAT	US	87152078	Pending	
TRISTATION	US	87096059	Pending	