# OP \$165.00 2651182

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM454734

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gaming Realms Plc		12/14/2017	Public Limited Company: UNITED KINGDOM

#### **RECEIVING PARTY DATA**

Name:	JPJ Group Holdings Limited
Street Address:	22 Grenville Street
City:	St. Helier
State/Country:	JERSEY
Postal Code:	JE48PX
Entity Type:	Limited Corporation: JERSEY

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2651182	SLINGO
Registration Number:	2591818	5 CARD SLINGO
Registration Number:	4614038	SLINGO SHARE AND WIN
Registration Number:	5013145	CASINO TO GO
Registration Number:	5013146	CASINO TO GO
Registration Number:	3304173	SLINGO BONUS BET 21

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 3034732873

Email: Ihtronco@hollandhart.com, docket@hollandhart.com

Correspondent Name: Larry H. Tronco, Holland & Hart, LLP

Address Line 1: PO Box 8749

Address Line 2: Trademark Docketing

Address Line 4: Denver, COLORADO 80201

**ATTORNEY DOCKET NUMBER:** 101560.0001 GR to JPJ Gro

DOMESTIC REPRESENTATIVE

Name: Larry H. Tronco, Holland & Hart, LLP

TRADEMARK REEL: 006230 FRAME: 0161

900432328

Address Line 1: PO Box 8749 Address Line 2: Trademark Docketing Address Line 4: Denver, COLORADO 80201 NAME OF SUBMITTER: Larry H. Tronco /LARRY H. TRONCO/ SIGNATURE: **DATE SIGNED:** 12/15/2017 **Total Attachments: 14** source=Grant of security interest - GR (lender) to JPJ Group (7283712\_1)#page1.tif source=Grant of security interest - GR (lender) to JPJ Group (7283712 1)#page2.tif source=Grant of security interest - GR (lender) to JPJ Group (7283712 1)#page3.tif source=Grant of security interest - GR (lender) to JPJ Group (7283712 1)#page4.tif source=Grant of security interest - GR (lender) to JPJ Group (7283712 1)#page5.tif source=Grant of security interest - GR (lender) to JPJ Group (7283712 1)#page6.tif source=Grant of security interest - GR (lender) to JPJ Group (7283712 1)#page7.tif source=Grant of security interest - GR (lender) to JPJ Group (7283712 1)#page8.tif source=Grant of security interest - GR (lender) to JPJ Group (7283712 1)#page9.tif source=Grant of security interest - GR (lender) to JPJ Group (7283712 1)#page10.tif

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#### INTELLECTUAL PROPERTY GRANT OF SECURITY INTEREST

THIS INTELLECTUAL PROPERTY GRANT OF SECURITY INTEREST (the "Grant of Security Interest"), dated as of the last signature below, is made by Gaming Realms Plc, a UK company located at One Valentine Place, London SE1 8QH, United Kingdom (the "Grantor"), and JPJ Group Holdings Limited, a company incorporated and registered in Jersey with registered office located at 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands (the "Secured Party").

#### WITNESSETH

WHEREAS, Grantor and Secured Party (the "Parties") have contemporaneously entered into an intellectual property Security Agreement for the purpose of securing a loan from Secured Party to Grantor;

WHEREAS, Grantor has agreed to execute and deliver this Grant of Security Interest in order to, among other things, induce Secured Party to enter into the Security Agreement and provide additional security with respect to Grantor's obligations pursuant to the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Secured Party, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Grant of Security Interest, including its preamble and recitals, have the meanings provided in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the indebtedness, Grantor does hereby assign and grant to Secured Party a security interest in the following described property now owned or hereafter acquired by Grantor (collectively, the "IP Collateral"):
  - (a) all patents and patent applications, and all unpatented or unpatentable inventions, including those referred to in **Schedule A**;
  - (b) all trademarks, service marks, and trade names, including those referred to in **Schedule B** hereto except any intent to use trademarks;
    - (c) all copyrights, including those referred to in **Schedule** C hereto; and
  - (d) all of the goodwill connected with or symbolized by any of the items described in subsections (a), (b) and (c), above.
- SECTION 3. <u>Security Agreement</u>. This Grant of Security Interest has been executed and delivered by Grantor for the purpose of registering the security interests of Secured Party in the IP Collateral with the United States Patent and Trademark Office, the United States

Copyright Office and corresponding government offices and agencies, as necessary. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Security Agreement.

- SECTION 4. Release of Security Interest. Upon payment in full of all indebtedness as set forth and described in the Security Agreement, Secured Party shall execute and deliver to Grantor all instruments and other documents as may be necessary to release the lien on and security interest in the IP Collateral which has been granted hereunder.
- SECTION 5. <u>Acknowledgement</u>. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- SECTION 6. <u>Counterparts</u>. This Agreement may be executed by 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.
- SECTION 7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

	GAMING REALMS PLC ("GRANTOR")  By:
	Name: PATRICK SOUTHON
	Title: DIRECTOR
	JPJ GROUP HOLDINGS LIMITED ("SECURED PARTY")
Ву: _	
	Name:
	Title:

Dated: 12/14/2017

# SCHEDULE A

# **PATENTS**

COUNTRY	TITLE	FILED/ ISSUED	APPLICATION/ PATENT NO	STATUS
US	METHOD FOR PLAYING AN ELECTRONIC VIDEO CARD GAME	07/01/2003	6,585,587	ISSUED
US	BINGO-STYLE WORD GAME	09/02/2003	6,612,578	ISSUED
US	SYSTEM AND METHOD FOR PLAYING A MULTIPLE-ROW MATCHING GAME	02/07/2006	6,994,625	ISSUED
US	SYSTEM AND METHOD FOR PLAYING A MULTIPLE-ROW MATCHING GAME WITH A BONUS FEATURE	02/14/2006	6,997,806	ISSUED
US	METHOD AND SYSTEM FOR PLAYING A POKER MATRIX GAME	11/21/2006	7,137,883	ISSUED

		,		
US	METHOD AND SYSTEM FOR PLAYING A POKER GAME ENABLING BONUS BETS	09/18/2007	7,270,330	ISSUED
US	GAMING MACHINE AND GAME HAVING SEQUENTIAL SYMBOL MATCHING FEATURE	05/18/2010	7,717,786	ISSUED
US	DEVICE AND METHOD FOR PLAYING A BINGO-LIKE GAME	08/09/2011	7,993,193	ISSUED
US	MULTI-PLAYER MATCHING GAME	12/25/2012	8,337,291	ISSUED
US	POKER GAME HAVING SEQUENTIAL HANDS WITH INCREASING NUMBERS OF CARDS	02/26/2013	8,382,569	ISSUED
US	BINGO-TYPE MATCHING GAME	10/15/2013	8,556,701	ISSUED
US	GAME AND GAMING MACHINE HAVING BINGO-TYPE BONUS EVENT	09/27/2016	9,454,877	ISSUED

# SCHEDULE B

## Trademarks

MARK	Class	APPLICATION/ REGISTRATION NUMBER
1. SLINGO	9, 14, 21, 25, 26, 41	2,651,182
2. 5 CARD SLINGO	9, 41	2,591,818
3. SLINGO SHARE AND WIN	9	4,614,038
4. CASINO TO GO	9	5,013,145
5. CASINO TO GO	41	5,013,146
6. SLINGO BONUS BET 21	22, 23, 38, 50	3,304,173

# SCHEDULE C

Copyrights

None.

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#### GAMING REALMS PLC ("GRANTOR")

	Ву:
	Name:
	Title:
	JPJ GROUP HOLDINGS LIMITED ("SECURED PARTY")
Ву:	_ D.J. Towsman.
	Name: D.J. TALISMAN
	Title: DIRECTOR

Dated: 12/14/2017

## SCHEDULE A

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6. SLINGO BONUS BET 21	22, 23, 38, 50	3,304,173

## SCHEDULE C

Copyrights

None.

TRADEMARK REEL: 006230 FRAME: 0176

**RECORDED: 12/15/2017**