

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457719

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Big Fish Games, Inc.		01/09/2018	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch as Security Trustee		
<b>Street Address:</b>	600 Washington Blvd.		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 53</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4023923	13TH SKULL	
<b>Registration Number:</b>	3796623	AZADA: ANCIENT MAGIC	
<b>Registration Number:</b>	3938353	AZADA: ANCIENT MAGIC	
<b>Registration Number:</b>	5086840	BIG FISH	
<b>Registration Number:</b>	3973143	BIG FISH	
<b>Registration Number:</b>	4656591	BIG FISH BINGO	
<b>Registration Number:</b>	4653206	BIG FISH CASINO	
<b>Registration Number:</b>	4004420	BIG FISH GAMES	
<b>Registration Number:</b>	4035789	BIG FISH GAMES	
<b>Registration Number:</b>	4077193	BIG FISH GAMES	
<b>Registration Number:</b>	4028044	BIG FISH	
<b>Registration Number:</b>	4086931	BIG FISH GAMES	
<b>Registration Number:</b>	4076681	CATCH OF THE WEEK	
<b>Registration Number:</b>	5323939	COOKING CRAZE	
<b>Registration Number:</b>	4606603	DARK MANOR	
<b>Registration Number:</b>	3823866	DRAWN	
<b>Registration Number:</b>	5105513	DUNGEON BOSS	
<b>Registration Number:</b>	4597188	FAIRWAY	
<b>Registration Number:</b>	4605042	FAIRWAY SOLITAIRE	

CH \$1340.00 4023923

Property Type	Number	Word Mark
Registration Number:	4736548	FAIRWAY SOLITAIRE BLAST
Registration Number:	4597211	FETCH
Registration Number:	3752865	
Registration Number:	4045726	
Registration Number:	4022375	GAME SPLASH!
Registration Number:	4958160	GUMMY DROP!
Registration Number:	4067302	HIDDEN EXPEDITION
Registration Number:	3901022	HIDDEN MYSTERIES
Registration Number:	3923567	HIDDEN MYSTERIES
Registration Number:	4015977	ISPLASH!
Registration Number:	5289144	JACKPOT CITY
Registration Number:	4773029	LET'S GO GUMMY!
Registration Number:	3920549	LIFE QUEST
Registration Number:	4102745	LIFE QUEST
Registration Number:	4002792	LOST REALMS
Registration Number:	5360831	MYSTERY CASE FILES MCF "TO SEEK & SOLVE"
Registration Number:	4135748	MYSTERY CASE FILES MCF "TO SEEK & SOLVE"
Registration Number:	4042400	MYSTERY CASE FILES MCF "TO SEEK & SOLVE"
Registration Number:	4597261	MIDNIGHT CASTLE
Registration Number:	4156127	MY TRIBE
Registration Number:	4626929	MY TRIBE
Registration Number:	5360849	MYSTERY CASE FILES
Registration Number:	4019797	MYSTERY CASE FILES
Registration Number:	3577551	MYSTERY IN LONDON
Registration Number:	3668534	RAVENHEARST
Registration Number:	5105510	SIR-MATCH-A-LOT
Registration Number:	4992256	SUNKEN SECRETS
Registration Number:	5361029	SUNSET RICHES
Registration Number:	4309637	THE MALGRAVE INCIDENT
Registration Number:	3852153	TO SEEK & SOLVE
Serial Number:	87610693	A NEW GAME EVERY DAY!
Serial Number:	86080092	BIG FISH
Serial Number:	86953950	BIG FISH CASINO
Serial Number:	86953943	LIFELINE

**CORRESPONDENCE DATA**

Fax Number: 2127514864

*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.*

**TRADEMARK**

**REEL: 006247 FRAME: 0832**

**Phone:** 212-906-1216  
**Email:** angela.amaru@lw.com  
**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru  
**Address Line 1:** 885 Third Avenue  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 029217-0258

**NAME OF SUBMITTER:** Angela M. Amaru

**SIGNATURE:** /S/ Angela M. Amaru

**DATE SIGNED:** 01/11/2018

**Total Attachments: 13**

source=January - Trademark Security Agreement EXECUTED#page1.tif  
source=January - Trademark Security Agreement EXECUTED#page2.tif  
source=January - Trademark Security Agreement EXECUTED#page3.tif  
source=January - Trademark Security Agreement EXECUTED#page4.tif  
source=January - Trademark Security Agreement EXECUTED#page5.tif  
source=January - Trademark Security Agreement EXECUTED#page6.tif  
source=January - Trademark Security Agreement EXECUTED#page7.tif  
source=January - Trademark Security Agreement EXECUTED#page8.tif  
source=January - Trademark Security Agreement EXECUTED#page9.tif  
source=January - Trademark Security Agreement EXECUTED#page10.tif  
source=January - Trademark Security Agreement EXECUTED#page11.tif  
source=January - Trademark Security Agreement EXECUTED#page12.tif  
source=January - Trademark Security Agreement EXECUTED#page13.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 9, 2018 (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, as amended and modified by (i) the First Amendment to Syndicated Facility Agreement, dated as of August 10, 2016, (ii) the Second Amendment to Syndicated Facility Agreement, dated as of March 3, 2017, (iii) the Third Amendment to Syndicated Facility Agreement, dated as of September 22, 2017, (iv) the Joinder Agreement, dated as of October 19, 2017, and (v) the Second Incremental Joinder Agreement, dated as of January 9, 2018 (such Syndicated Facility Agreement as so amended and modified and as further amended, waived, supplemented or otherwise modified from time to time, the "Syndicated Facility Agreement"), 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, 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 Lenders and as Security Trustee, and UBS AG, Australia Branch, as Administrative Agent for the Revolving Lenders and as Issuing Lender, 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 modified by the Assumption Agreement, dated as of January 9, 2018 (as so modified and as further amended, waived, 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 duly executed and delivered as of the date first above written.

**BIG FISH GAMES, INC.,**  
as Grantor

By: \_\_\_\_\_

Name: Mark R. Dunn

Title: Authorized Representative

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006247 FRAME: 0837**

**3 MINUTE GAMES LLC,  
as Grantor**

By: 

Name: Mark R. Dunn

Title: Authorized Representative

[Signature Page to Trademark Security Agreement]


**TRADEMARK  
REEL: 006247 FRAME: 0838**



Accepted and Agreed:

**UBS AG, STAMFORD BRANCH,**  
as Security Trustee

By:   
Name: Craig Pearson  
Title: Associate Director  
Banking Product Services, US

By:   
Name:  
Title:

Darlene Arias  
Director


[Signature Page to Trademark Security Agreement]

**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.

Country	Mark	Application Date Application No.	Registration Date Registration No.	Owner
USA	13TH SKULL	11-NOV-2010 85174774	06-SEP-2011 4023923	BIG FISH GAMES, INC.
USA	A NEW GAME EVERY DAY!	15-SEP-2017 87610693		BIG FISH GAMES, INC.
USA	AZADA: ANCIENT MAGIC	23-SEP-2008 77576607	01-JUN-2010 3796623	BIG FISH GAMES, INC.
USA	AZADA: ANCIENT MAGIC	19-NOV-2008 77618032	29-MAR-2011 3938353	BIG FISH GAMES, INC.
USA	BIG FISH	12-MAY-2011 85319799	22-NOV-2016 5086840	BIG FISH GAMES, INC.
USA	BIG FISH & Design 	01-OCT-2013 86080092		BIG FISH GAMES, INC.
USA	BIG FISH & Design 	08-JUL-2010 85080721	07-JUN-2011 3973143	BIG FISH GAMES, INC.

Country	Mark	Application Date Application No.	Registration Date Registration No.	Owner
USA	BIG FISH BINGO	28-JAN-2012 85527806	16-DEC-2014 4656591	BIG FISH GAMES, INC.
USA	BIG FISH CASINO	25-MAR-2016 86953950		BIG FISH GAMES, INC.
USA	BIG FISH CASINO	28-JAN-2012 85527804	09-DEC-2014 4653206	BIG FISH GAMES, INC.
USA	BIG FISH GAMES	23-JUN-2005 78657195	02-AUG-2011 4004420	BIG FISH GAMES, INC.
USA	BIG FISH GAMES	23-JUN-2005 78657197	04-OCT-2011 4035789	BIG FISH GAMES, INC.
USA	BIG FISH GAMES & Design 	01-JUN-2011 85335751	27-DEC-2011 4077193	BIG FISH GAMES, INC.
USA	BIG FISH & Design 	16-NOV-2010 85178420	20-SEP-2011 4028044	BIG FISH GAMES, INC.
USA	BIG FISH GAMES & Design (color) 	06-MAY-2011 85314945	17-JAN-2012 4086931	BIG FISH GAMES, INC.
USA	CATCH OF THE WEEK & Design  Catch of the Week	06-MAY-2011 85314974	27-DEC-2011 4076681	BIG FISH GAMES, INC.
USA	COOKING CRAZE	08-JUN-2017 87480575	15-AUG-2017 5323939	BIG FISH GAMES, INC.

Country	Mark	Application Date Application No.	Registration Date Registration No.	Owner
USA	DARK MANOR	31-MAY-2013 85947704	16-SEP-2014 4606603	BIG FISH GAMES, INC.
USA	DRAWN	16-JUN-2009 77761193	27-JUL-2010 3823866	BIG FISH GAMES, INC.
USA	DUNGEON BOSS	18-SEP-2014 86398603	20-DEC-2016 5105513	BIG FISH GAMES, INC.
USA	FAIRWAY	06-FEB-2014 86186990	02-SEP-2014 4597188	BIG FISH GAMES, INC.
USA	FAIRWAY SOLITAIRE	06-FEB-2014 86186987	16-SEP-2014 4605042	BIG FISH GAMES, INC.
USA	FAIRWAY SOLITAIRE BLAST	01-APR-2014 86239215	12-MAY-2015 4736548	BIG FISH GAMES, INC.
USA	FETCH	13-FEB-2014 86193485	02-SEP-2014 4597211	BIG FISH GAMES, INC.
USA	Fish Design 	23-APR-2008 77455991	23-FEB-2010 3752865	BIG FISH GAMES, INC.
USA	Fish Design 	23-APR-2008 77455995	25-OCT-2011 4045726	BIG FISH GAMES, INC.
USA	GAME SPLASH!	02-FEB-2011 85232102	06-SEP-2011 4022375	BIG FISH GAMES, INC.
USA	GUMMY DROP!	09-SEP-2014 86389352	17-MAY-2016 4958160	BIG FISH GAMES, INC.

Country	Mark	Application Date Application No.	Registration Date Registration No.	Owner
USA	HIDDEN EXPEDITION	20-JUN-2011 85351062	06-DEC-2011 4067302	BIG FISH GAMES, INC.
USA	HIDDEN MYSTERIES	04-JUN-2008 77491169	04-JAN-2011 3901022	BIG FISH GAMES, INC.
USA	HIDDEN MYSTERIES	04-JUN-2008 77491159	22-FEB-2011 3923567	BIG FISH GAMES, INC.
USA	iSPLASH! (stylized) iSPLASH!	02-FEB-2011 85232130	23-AUG-2011 4015977	BIG FISH GAMES, INC.
USA	JACKPOT CITY	30-SEP-2016 87189198	19-SEP-2017 5289144	BIG FISH GAMES, INC.
USA	LET'S GO GUMMY!	09-DEC-2014 86475358	14-JUL-2015 4773029	BIG FISH GAMES, INC.
USA	LIFE QUEST	22-JUN-2009 77765089	15-FEB-2011 3920549	BIG FISH GAMES, INC.
USA	LIFE QUEST	22-JUN-2009 77765070	21-FEB-2012 4102745	BIG FISH GAMES, INC.
USA	LIFELINE	25-MAR-2016 86953943		BIG FISH GAMES, INC.
USA	LOST REALMS (stylized)	27-AUG-2008 77556487	26-JUL-2011 4002792	BIG FISH GAMES, INC.
USA	MCF MYSTERY CASE FILES "TO SEEK & SOLVE" & Design 	03-AUG-2016 87125867	19-DEC-2017 5360831	BIG FISH GAMES, INC.

Country	Mark	Application Date Application No.	Registration Date Registration No.	Owner
USA	MCF MYSTERY CASE FILES "TO SEEK & SOLVE" & Design 	04-JUN-2008 77491151	01-MAY-2012 4135748	BIG FISH GAMES, INC.
USA	MCF MYSTERY CASE FILES "TO SEEK & SOLVE" & Design 	04-JUN-2008 77491142	18-OCT-2011 4042400	BIG FISH GAMES, INC.
USA	MIDNIGHT CASTLE	25-FEB-2014 86203716	02-SEP-2014 4597261	BIG FISH GAMES, INC.
USA	MY TRIBE	15-JUL-2009 77781574	12-JUN-2012 4156127	BIG FISH GAMES, INC.
USA	MY TRIBE	01-APR-2010 85004480	28-OCT-2014 4626929	BIG FISH GAMES, INC.
USA	MYSTERY CASE FILES	15-AUG-2016 87138832	19-DEC-2017 5360849	BIG FISH GAMES, INC.
USA	MYSTERY CASE FILES	22-JUL-2008 77528218	30-AUG-2011 4019797	BIG FISH GAMES, INC.
USA	MYSTERY IN LONDON	26-NOV-2007 77337168	17-FEB-2009 3577551	BIG FISH GAMES, INC.
USA	RAVENHEARST	29-JUL-2008 77533893	18-AUG-2009 3668534	BIG FISH GAMES, INC.
USA	SIR-MATCH-A-LOT	16-SEP-2014 863996836	20-DEC-2016 5105510	BIG FISH GAMES, INC.
USA	SUNKEN SECRETS	23-OCT-2015 86797720	05-JUL-2016 4992256	BIG FISH GAMES, INC.

Country	Mark	Application Date Application No.	Registration Date Registration No.	Owner
USA	SUNSET RICHES	12-OCT-2016 87201441	19-DEC-2017 5361029	BIG FISH GAMES, INC.
USA	THE MALGRAVE INCIDENT	25-APR-2011 85304179	26-MAR-2013 4309637	BIG FISH GAMES, INC.
USA	TO SEEK & SOLVE	06-APR-2009 77707723	28-SEP-2010 3852153	BIG FISH GAMES, INC.
USA	3 MINUTE GAMES	27-AUG-2015 86739469 *		3 MINUTE GAMES
USA	BACKYARD BASH	13-JUN-2017 87486722 *		BIG FISH GAMES, INC.
USA	BAKE SHOP BLAST	19-JAN-2017 87307713 *		BIG FISH GAMES, INC.
USA	BESWITCHED	05-DEC-2017 87709221 *		BIG FISH GAMES, INC.
USA	CASTLE POP	15-SEP-2017 87610721 *		BIG FISH GAMES, INC.
USA	CHEF SHOWDOWN	10-FEB-2017 87331987 *		BIG FISH GAMES, INC.
USA	CHEF SWAP	15-MAY-2017 87449907 *		BIG FISH GAMES, INC.
USA	COOKING CRAZE	08-JUN-2017 87480640 *		BIG FISH GAMES, INC.
USA	EPIC DIAMOND	20-SEP-2017 87616293 *		BIG FISH GAMES, INC.
USA	GUMBALL HEROES	25-MAR-2016 86953948 *		BIG FISH GAMES, INC.

Country	Mark	Application Date Application No.	Registration Date Registration No.	Owner
USA	JACKPOT MAGIC	16-MAY-2017 87452105 *		BIG FISH GAMES, INC.
USA	LOLLIPOP DROP	25-MAR-2016 86953946 *		BIG FISH GAMES, INC.
USA	MOONSHOT GALAXY	28-MAR-2017 87389412 *		BIG FISH GAMES, INC.
USA	OCEAN DROP!	13-JUL-2016 87102147 *		BIG FISH GAMES, INC.
USA	SOCIAL SCATTER	31-MAY-2013 85947797 *		BIG FISH GAMES, INC.
USA	TIDALTOWN	29-SEP-2017 87628559 *		BIG FISH GAMES, INC.
USA	WHERE DO YOU PLAY?	15-MAY-2017 87450085 *		BIG FISH GAMES, INC.
USA	YUMMY DROP	29-AUG-2017 87587941 *		BIG FISH GAMES, INC.

TRADEMARK

REEL: 006247 FRAME: 0846

RECORDED: 01/11/2018