

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EUREKA ENTERTAINMENT, LLC		03/23/2018	Limited Liability Company: DELAWARE
EUREKA AMUSEMENTS, LLC		03/23/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THL CORPORATE FINANCE, INC., as Administrative Age		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4800265	YOU CAN'T WIN IT - IF YOU DON'T SPIN IT!	
Registration Number:	4800272	THE RIGHT OPERATOR IS EVERYTHING	
Registration Number:	4909462	COME ON TAKE A \$PIN!	
Registration Number:	4939525	CHOOSING THE RIGHT OPERATOR IS EVERYTHIN	
Registration Number:	5155887	YOU HAVE TO HIT IT TO WIN IT!	
Registration Number:	5261451	COME ON TAKE A \$PIN!	
Registration Number:	5261452	COME ON TAKE A SPIN!	
Serial Number:	86686507	IT'S OKAY TO BE A PLAYER	
Serial Number:	86684959	UNIVERSAL GAMING GROUP	
Serial Number:	86686535	UNIVERSAL GAMING GROUP GU	
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@cogencyglobal.com		
Correspondent Name:	Adam Triana		

OP \$265.00 4800265

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Alana Gramer

SIGNATURE: /Alana Gramer/

DATE SIGNED: 03/23/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 23rd day of March, 2018 by and among EUREKA ENTERTAINMENT, LLC, a Delaware limited liability company ("Entertainment"), and EUREKA AMUSEMENTS, LLC, a Delaware limited liability company ("Amusement"; together with Entertainment, collectively, referred to herein as the "Company" or "Grantors"), in favor of THL CORPORATE FINANCE, INC., as administrative agent for the Lenders party to the Loan Agreement (as hereinafter defined) (in such capacity, together with its successors, the "Administrative Agent");

W I T N E S S E T H:

WHEREAS, Company and/or its affiliates have entered into a certain Second Lien Term Loan Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the lenders that are or may from time to time become parties thereto (together with their respective successors and assigns, the "Lenders") and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, each Grantor has entered into a certain Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by each Grantor under the Loan Agreement and the Guaranty and Collateral Agreement.

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

1. Incorporation of Loan Agreement and Guaranty and Collateral Agreement. The Loan Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement or, if not defined therein, the Loan Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement or Loan Agreement, the provisions of the Guaranty and Collateral Agreement or Loan Agreement, as applicable, shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each Trademark and Trademark application owned by such Grantor, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each Trademark License to which such Grantor is a party, together with all goodwill associated therewith; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a Trademark application referred to in Schedule 1 and any Trademark licensed under any Trademark License.

3. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall reserve responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York applicable to agreements made and wholly performed therein.

(Signature Page Follows)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

EUREKA ENTERTAINMENT, LLC, a
Delaware limited liability company

By: *Russell Poore*
Name: Russell Poore
Title: Chief Executive Officer

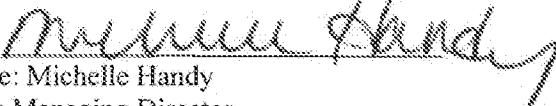
EUREKA AMUSEMENTS, LLC, a
Delaware limited liability company

By: *Russell Poore*
Name: Russell Poore
Title: Chief Executive Officer

Acknowledged:

ADMINISTRATIVE AGENT:

THL CORPORATE FINANCE, INC.

By: 
Name: Michelle Handy
Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006301 FRAME: 0376


SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

All of the below trademarks are owned by Eureka Entertainment, LLC.

<u>Country</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>	<u>Goods/Services</u>	<u>Next Deadline</u>
United States of America	Registered	86/041496	8/19/2013	4800265	8/25/2015	YOU CAN'T WIN IT - IF YOU DON'T SPIN IT!	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes Int. Cl. 37 - Installation, maintenance and repair of gaming equipment, redemption machines and automatic teller machines (ATM)	Declaration of Use / Incontestability Due: 8/25/2021
United States of America	Registered	86/050431	8/28/2013	4800272	8/25/2015	THE RIGHT OPERATOR IS EVERYTHING	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes Int. Cl. 37 - Installation, maintenance and repair of gaming equipment, redemption machines and automatic teller machines (ATM)	Declaration of Use / Incontestability Due: 8/25/2021
United States of America	Registered	86/284994	5/19/2014	4909462	3/1/2016	COME ON TAKE A \$PIN!	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes	Declaration of Use / Incontestability Due: 3/1/2022
United States of America	Registered	86/685788	7/7/2015	4939525	4/19/2016	CHOOSING THE RIGHT OPERATOR IS EVERYTHING	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes Int. Cl. 37 -	Declaration of Use / Incontestability Due: 4/19/2022

							Installation, maintenance and repair of gaming equipment, redemption machines and automatic teller machines (ATM)	
United States of America	Registered	87/120011	7/28/2016	5155887	3/7/2017	YOU HAVE TO HIT IT TO WIN IT!	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes	Declaration of Use / Incontestability Due: 3/7/2023
United States of America	Registered	86/284984	5/19/2014	5261451	8/8/2017		Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes	Declaration of Use / Incontestability Due: 8/8/2023
United States of America	Registered	86/284986	5/19/2017	5261452	8/8/2017	COME ON TAKE A SPIN!	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes	Declaration of Use / Incontestability Due: 8/8/2023
United States of America	Pending / Allowed	86/686507	7/8/2015	N/A	N/A		Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes	Response to Office Action regarding Statement of Use Due: 4/16/2018
United States of America	Pending / Undergoing Examination	86/684959	7/7/2015	N/A	N/A	UNIVERSAL GAMING GROUP	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes Int. Cl. 37 - Installation, maintenance and repair of gaming equipment, redemption machines and automatic teller machines	Application Suspended

United States of America	Pending / Undergoing Examination	86/686535	7/8/2015	N/A	N/A		(ATM) Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes Int. Cl. 37 - Installation, maintenance and repair of gaming equipment, redemption machines and automatic teller machines (ATM)	Application Suspended
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