

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everi Payments Inc.		03/30/2018	Corporation: DELAWARE
Everi Games Inc.		03/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 106			
Property Type	Number	Word Mark	
Registration Number:	1027118	CHARTER CLUB	
Registration Number:	1060420	SKINNY HAVEN OUR MAIN INGREDIENT IS WE C	
Registration Number:	5323824	BLACK DIAMOND PLATINUM	
Registration Number:	5323846	DOUBLE QUAD BURST	
Registration Number:	5323823	GOLDEN FRUIT	
Registration Number:	5365099	HAYMAKER	
Registration Number:	5335503	WILD DRAGON	
Serial Number:	87449989	1125 WAYS	
Serial Number:	87396724	243 WAYS	
Serial Number:	87701765	APEX EDGE	
Serial Number:	86253996	APEX V	
Serial Number:	87749634	BALD EAGLE	
Serial Number:	87565552	BH BLACK HAT STUDIO AUSTIN CHICAGO	
Serial Number:	87597699	BOOST IT!	
Serial Number:	87482632	CARNIVAL IN RIO SUPER SPIN	
Serial Number:	87668017	CARTOON CLASSICS	
Serial Number:	87627136	CASINODIRECT	
Serial Number:	87750009	CHARMED FOREST	

CH \$2665.00 1027118

Property Type	Number	Word Mark
Serial Number:	87524087	CHERISHED CREATURES
Serial Number:	87812610	CHERRY BOMB
Serial Number:	87659478	CROSSFIRE
Serial Number:	87791460	CRYSTAL STAR DELUXE
Serial Number:	87442159	DIAMOND BLAZE
Serial Number:	87812645	DIAMOND CHERRY BOMB
Serial Number:	87597647	DIAMOND LOCK
Serial Number:	87554870	DOUBLE JACKPOT BULLSEYE
Serial Number:	87573212	DOUBLE JACKPOT WOLF
Serial Number:	87482647	DRAGONS WILD SUPER SPIN
Serial Number:	87524083	DYNASTY QUEEN
Serial Number:	87603853	EMPIRE 5527
Serial Number:	86271351	ENCHANTED IMPS
Serial Number:	87557013	EVERI IQ
Serial Number:	87624398	FIESTA LOCA!
Serial Number:	87577484	FIRE ELEMENT
Serial Number:	87677185	FOREVER WILDS
Serial Number:	87812555	FU XUAN 88
Serial Number:	86424910	GHOST SHIP
Serial Number:	87624557	GRAND AVENUE
Serial Number:	86375788	GREAT DRAGON
Serial Number:	87796939	HAN XIN YE
Serial Number:	87768451	HAN XIN YE GOD OF GAMBLING
Serial Number:	87416875	HIGH VOLTAGE JACKPOT JOLT
Serial Number:	87704896	HOT SPOT 777
Serial Number:	87580583	HOT STAX
Serial Number:	87577485	ICE ELEMENT
Serial Number:	87788750	JACKPOT CLASSIC
Serial Number:	87597648	JACKPOT INFERNO WILDSTORM
Serial Number:	87425001	JACKPOT RESPIN DRAGONS OF FATE
Serial Number:	87425017	JACKPOT RESPIN ICE ON FIRE
Serial Number:	87575163	KRAKEN BAY
Serial Number:	87698509	LAZER LINK
Serial Number:	87577486	LIGHT ELEMENT
Serial Number:	87597607	LIGHTNING DIAMONDS
Serial Number:	87438175	LIGHTNING ZAP
Serial Number:	87813296	LIGHTNING ZAP ELECTRIC RUSH
Serial Number:	87813225	LIGHTNING ZAP JACKPOTS

Property Type	Number	Word Mark
Serial Number:	87813380	LIGHTNING ZAP POWER BURST
Serial Number:	87813231	LIGHTNING ZAP SUPER CHARGE
Serial Number:	87529098	LÓNG NIÁN
Serial Number:	87498003	LUCKY GENIE
Serial Number:	87597850	MAGIC TALISMAN
Serial Number:	87747408	MONEY CLOUD
Serial Number:	86171058	MORPHEUS
Serial Number:	86271317	MYTHS & MONSTERS
Serial Number:	86171066	ORION
Serial Number:	87624531	PASSPORT TO INDIA
Serial Number:	87788756	PATRIOT CLASSIC
Serial Number:	86218672	PRINCE CHARMING
Serial Number:	87416883	QUAD BURST TIGER STRIKE
Serial Number:	87762972	QUIKTICKET
Serial Number:	87468603	REEL FRENZY
Serial Number:	87575150	RENEGADE 1200
Serial Number:	87575263	RENEGADE 3600
Serial Number:	86251749	ROYAL FAVOR
Serial Number:	87558185	SAPPHIRE SPIN
Serial Number:	87524078	SECRET STACKS
Serial Number:	87603277	SHAMROCK SPIN
Serial Number:	86260583	STELLAR
Serial Number:	87482791	SUPER DRAGON
Serial Number:	87438181	SUPER JACKPOT RED ALERT
Serial Number:	87649802	SUPER JACKPOT SLOTS
Serial Number:	87649804	SUPER JACKPOT SLOTS
Serial Number:	87649805	SUPER JACKPOT SLOTS CASINO
Serial Number:	87420737	SUPER STREAK
Serial Number:	87461901	SUPER STRIKE
Serial Number:	87537193	SUPER SWEETSVILLE
Serial Number:	87577481	THE ELEMENT SERIES
Serial Number:	87788779	THE THREE LITTLE PIGS
Serial Number:	86280163	THREE BILLY GOATS GRUFF
Serial Number:	87554813	TIGER'S GOLD
Serial Number:	87589363	TOP SHELF STUDIO
Serial Number:	87797599	TREASURES OF PERSIA
Serial Number:	87797590	TREASURES OF SHANGHAI
Serial Number:	87461920	TRIPLE DOUBLE BONUS BANK

Property Type	Number	Word Mark
Serial Number:	87624534	ULTRA TOWER DYNASTY
Serial Number:	87624537	ULTRA TOWER PHARAOH
Serial Number:	87524070	VIAS DE LOS MUERTOS
Serial Number:	87413776	WHITE HOT DIAMONDS
Serial Number:	87425016	WICKED WHEEL
Serial Number:	86260770	WILD INDIA
Serial Number:	87812747	WILD WILD JACKPOT GEMS
Serial Number:	87424632	WITCHING WAYS
Serial Number:	87627139	XVIEW
Serial Number:	87788758	YARDBIRDS 3 RETURN OF THE CHICKEN
Serial Number:	87449600	YEAR OF THE DRAGON
Serial Number:	87812657	DRAGON SURGE

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1155735-0188-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 04/05/2018

Total Attachments: 7

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**TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)**

TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2018 (this “Agreement”) among EVERI PAYMENTS INC., a Delaware corporation (the “Borrower”), the other Grantors identified herein and JEFFERIES FINANCE LLC, as Collateral Agent for the Secured Parties.

Reference is made to that certain Security Agreement, dated as of May 9, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of May 9, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Everi Holdings Inc., Jefferies Finance LLC, as Administrative Agent, Collateral Agent, Swing Line Lender, and L/C Issuer, and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”). The Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks and the Cash Management Banks under any Secured Hedge Agreements and Secured Cash Management Agreement, as applicable, and the undersigned Grantor are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks and the Cash Management Banks to enter in to such Secured Hedge Agreements and Secured Cash Management Agreements, as applicable. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties 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”):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I hereto, (b) all goodwill connected with the use thereof and symbolized thereby; *provided* that the grant of security interest shall not include any “intent-to-use” trademark applications prior to the filing and acceptance 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, (c) all Proceeds and products of any of the foregoing, and (d) and all causes of action arising prior to or after the date hereof for infringement of any of the foregoing or unfair competition regarding the same.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby (in each case, as to an individual Grantor) shall automatically terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver, at the sole expense of the Grantors, to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate, at the sole expense of the Grantors, with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


Section 5. Governing Law. The terms of Section 11.14 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EVERI PAYMENTS INC., as the Borrower and a Grantor

EVERI GAMES INC., as a Grantor

By: 
Name: Randy L. Taylor
Title: Chief Financial Officer

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

**Schedule I to
Trademark Security Agreement Supplement**

UNITED STATES Trademarks, Service Marks and Trademark Applications

OWNER	WORD MARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
EVERI GAMES INC.	B1 MB Megabingo (Design of)	1027118	1027118	5/22/2007
EVERI GAMES INC.	Big Hit Bingo (Design of)	1060420	1060420	5/22/2007
EVERI GAMES INC.	BLACK DIAMOND PLATINUM	87/417,124	5,323,824	10/31/2017
EVERI GAMES INC.	DOUBLE QUAD BURST	87/423,103	5,323,846	10/31/2017
EVERI GAMES INC.	GOLDEN FRUIT	87/416,817	5,323,823	10/31/2017
EVERI GAMES INC.	HAYMAKER	87/477,127	5,365,099	12/26/2017
EVERI GAMES INC.	MEGA MILLIONS	940012	940012	5/30/2006
EVERI GAMES INC.	MEGA MILLIONS BINGO	950804	950804	3/28/2006
EVERI GAMES INC.	MEGAMILLIONS BINGO & Design	966485	966485	3/28/2006
EVERI GAMES INC.	Multimedia Games de Mexico (Design of)	980888	980888	3/6/2007
EVERI GAMES INC.	Multimedia Games de Mexico (Design of)	980889	980889	3/6/2007
EVERI GAMES INC.	WILD DRAGON	87/461,211	5,335,503	11/14/2017

OWNER	WORD MARK	SERIAL NUMBER	Filing Date
EVERI GAMES INC.	1125 WAYS	87/449,989	5/15/2017
EVERI GAMES INC.	243 WAYS	87/396,724	4/3/2017
EVERI GAMES INC.	APEX EDGE	87/701,765	4/17/2018
EVERI GAMES INC.	APEX V	86/253,996	4/16/2014
EVERI PAYMENT INC.	ARRIVA	985707	
EVERI PAYMENT INC.	ARRIVA (& design)	985706	
EVERI GAMES INC.	BALD EAGLE	87/749,634	1/10/2018
Everi Games Inc.	BH BLACK HAT STUDIO AUSTIN CHICAGO	87/565,552	8/11/2017
EVERI GAMES INC.	BOOST IT!	87/597,699	9/6/2017
EVERI GAMES INC.	CARNIVAL IN RIO SUPER SPIN	87/482,632	6/9/2017
EVERI GAMES INC.	CARTOON CLASSICS	87/668,017	11/1/2017

OWNER	WORD MARK	SERIAL NUMBER	Filing Date
Everi Payments Inc.	CASINODIRECT	87/627,136	9/28/2017
EVERI GAMES INC.	CHARMED FOREST	87/750,009	1/10/2018
EVERI GAMES INC.	CHERISHED CREATURES	87/524,087	7/11/2017
EVERI GAMES INC.	CHERRY BOMB	87812610	2/27/2018
EVERI GAMES INC.	CROSSFIRE	87/659,478	10/25/2017
EVERI GAMES INC.	CRYSTAL STAR DELUXE	87/791,460	2/9/2018
EVERI GAMES INC.	DIAMOND BLAZE	87/442,159	5/9/2017
EVERI GAMES INC.	DIAMOND CHERRY BOMB	87812645	2/27/2018
EVERI GAMES INC.	DIAMOND LOCK	87/597,647	9/6/2017
EVERI GAMES INC.	DOUBLE JACKPOT BULLSEYE	87/554,870	8/3/2017
EVERI GAMES INC.	DOUBLE JACKPOT WOLF	87/573,212	8/17/2017
EVERI GAMES INC.	DRAGON SURGE	87812657	2/27/2018
EVERI GAMES INC.	DRAGONS WILD SUPER SPIN	87/482,647	6/9/2017
EVERI GAMES INC.	DYNASTY QUEEN	87/524,083	7/11/2017
Everi Games Inc.	ELIXIR	1756818	7/14/1992
EVERI GAMES INC.	EMPIRE 5527	87/603,853	9/11/2017
EVERI GAMES INC.	ENCHANTED IMPS	86/271,351	5/5/2014
EVERI PAYMENTS INC	EVERI IQ	87/557,013	8/4/2017
EVERI GAMES INC	FIESTA LOCA!	87/624,398	9/27/2017
EVERI GAMES INC.	FIRE ELEMENT	87/577,484	8/21/2017
EVERI GAMES INC	FOREVER WILDS	87/677,185	11/8/2017
EVERI GAMES INC.	FU XUAN 88	87812555	2/27/2018
EVERI GAMES INC.	GHOST SHIP	86/424,910	10/15/2014
EVERI GAMES INC	GRAND AVENUE	87/624,557	9/27/2017
EVERI GAMES INC.	GREAT DRAGON	86/375,788	8/25/2014
EVERI GAMES INC.	HAN XIN YE	87/796,939	2/14/2018
EVERI GAMES INC.	HAN XIN YE GOD OF CAMBLING	87/768,451	1/24/2018
EVERI GAMES INC.	HIGH VOLTAGE JACKPOT JOLT	87/416,875	4/19/2017
EVERI GAMES INC.	HOT SPOT 777	87/704,896	12/1/2017
EVERI GAMES INC.	HOT STAX	87/580,583	8/23/2017
EVERI GAMES INC.	ICE ELEMENT	87/577,485	8/21/2017
EVERI GAMES INC.	JACKPOT CLASSIC	87/788,750	2/7/2018
EVERI GAMES INC.	JACKPOT INFERNO WILDSTORM	87/597,648	9/6/2017

OWNER	WORD MARK	SERIAL NUMBER	Filing Date
EVERI GAMES INC.	JACKPOT RESPIN DRAGONS OF FATE	87/425,001	04/25/2017
EVERI GAMES INC.	JACKPOT RESPIN ICE ON FIRE	87/425,017	4/25/2017
EVERI GAMES INC.	KRAKEN BAY	87/575,163	8/18/2017
EVERI GAMES INC.	LAZER LINK	87/698,509	11/27/2017
EVERI GAMES INC.	LIGHT ELEMENT	87/577,486	8/21/2017
EVERI GAMES INC.	LIGHTNING DIAMONDS	87/597,607	9/6/2017
EVERI GAMES INC.	LIGHTNING ZAP	87/438,175	5/5/2017
EVERI GAMES INC.	LIGHTNING ZAP ELECTRIC RUSH	87813296	2/27/2018
EVERI GAMES INC.	LIGHTNING ZAP JACKPOTS	87813225	2/27/2018
EVERI GAMES INC.	LIGHTNING ZAP POWER BURST	87813380	2/27/2018
EVERI GAMES INC.	LIGHTNING ZAP SUPER CHARGE	87813231	2/27/2018
EVERI GAMES INC.	LÓNG NIÁN	87/529,098	7/14/2017
EVERI GAMES INC.	LUCKY GENIE	87/498,003	6/20/2017
EVERI GAMES INC.	MAGIC TALISMAN	87/597,850	9/6/2017
EVERI GAMES INC.	MONEY CLOUD	87/747,408	1/8/2018
EVERI GAMES INC.	MORPHEUS	86/171,058	1/21/2014
EVERI GAMES INC.	MYTHS & MONSTERS	86/271,317	9/2/2014
Everi Games Inc.	OFF THE HOOK	1756816	
EVERI GAMES INC.	ORION	86/171,066	1/21/2014
EVERI GAMES INC.	PASSPORT TO INDIA	87/624,531	9/27/2017
EVERI GAMES INC.	PATRIOT CLASSIC	87/788,756	2/7/2018
EVERI GAMES INC.	PRINCE CHARMING	86/218,672	3/12/2014
EVERI GAMES INC.	QUAD BURST TIGER STRIKE	87/416,883	4/19/2017
EVERI PAYMENT INC.	QUIKTICKET	87/762,972	1/19/2018
EVERI GAMES INC.	REEL FRENZY	87/468,603	5/30/2017
EVERI GAMES INC.	RENEGADE 1200	87/575,150	8/18/2017
EVERI GAMES INC.	RENEGADE 3600	87/575,263	8/18/2017
EVERI GAMES INC.	ROYAL FAVOR	86/251,749	4/14/2014
EVERI GAMES INC.	SAPPHIRE SPIN	87/558,185	8/7/2017
EVERI GAMES INC.	SECRET STACKS	87/524,078	7/11/2017
EVERI GAMES INC.	SHAMROCK SPIN	87/603,277	11/11/2017
EVERI GAMES INC.	SPORT OF KINGS	2949563	
EVERI GAMES INC.	STELLAR	86/260,583	9/2/2014

OWNER	WORD MARK	SERIAL NUMBER	Filing Date
EVERI GAMES INC.	SUPER DRAGON	87/482,791	6/9/2017
EVERI GAMES INC.	SUPER JACKPOT RED ALERT	87/438,181	5/5/2017
Everi Games Inc.	SUPER JACKPOT SLOTS	87/649,802	10/18/2017
Everi Games Inc.	SUPER JACKPOT SLOTS	87/649,804	10/18/2017
Everi Games Inc.	SUPER JACKPOT SLOTS CASINO	87/649,805	10/18/2017
EVERI GAMES INC.	SUPER STREAK	87/420,737	4/21/2017
EVERI GAMES INC.	SUPER STRIKE	87/461,901	5/24/2017
EVERI GAMES INC.	SUPER SWEETSVILLE	87/537,193	7/21/2017
EVERI GAMES INC.	THE ELEMENT SERIES	87/577,481	8/21/2017
EVERI GAMES INC.	THE THREE LITTLE PIGS	87/788,779	2/7/2018
EVERI GAMES INC.	THREE BILLY GOATS GRUFF	86/280,163	5/13/2014
EVERI GAMES INC.	TIGER'S GOLD	87/554,813	8/3/2017
Everi Games Inc.	TOP SHELF STUDIO	87/589,363	8/30/2017
EVERI GAMES INC.	TREASURES OF PERSIA	87/797,599	2/14/2018
EVERI GAMES INC.	TREASURES OF SHANGHAI	87/797,590	2/14/2018
EVERI GAMES INC.	TRIPLE DOUBLE BONUS BANK	87/461,920	5/24/2017
EVERI GAMES INC.	ULTRA TOWER DYNASTY	87/624,534	9/27/2017
EVERI GAMES INC.	ULTRA TOWER PHARAOH	87/624,537	9/27/2017
EVERI GAMES INC.	VIAS DE LOS MUERTOS	87/524,070	7/11/2017
EVERI GAMES INC.	WHITE HOT DIAMONDS	87/413,776	4/17/2017
EVERI GAMES INC.	WICKED WHEEL	87/425,016	4/25/2017
EVERI GAMES INC.	WILD INDIA	86/260,770	4/23/2014
EVERI GAMES INC.	WILD WILD JACKPOT GEMS	87812747	2/27/2018
EVERI GAMES INC.	WITCHING WAYS	87/424,632	4/25/2017
Everi Payments Inc.	XVIEW	87/627,139	9/28/2017
Everi Games Inc.	YARDBIRDS	1756814	
EVERI GAMES INC.	YARDBIRDS 3 RETURN OF THE CHICKEN	87/788,758	2/7/2018
EVERI GAMES INC.	YEAR OF THE DRAGON	87/449,600	5/15/2017