

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scientific Games International, Inc.		04/09/2018	Corporation: DELAWARE
Scientific Games Corporation		04/09/2018	Corporation: DELAWARE
Bally Gaming, Inc.		04/09/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent		
Street Address:	60 Wall St., 16th Floor, MSNYC60-1630		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 64			
Property Type	Number	Word Mark	
Serial Number:	87112649	HOARDS OF LOOT	
Registration Number:	5387546	ROULETTE TYCOON	
Registration Number:	5381600	EUREKA REEL BLAST	
Registration Number:	5381387	SOUTHERN MAGIC	
Registration Number:	5381378	GOLD WINNERS	
Registration Number:	5376103	METEOR MONEY	
Serial Number:	87112835	FORTUNES 3	
Registration Number:	5317950	VENICE 7'S	
Registration Number:	5313042	LEGEND OF THE PHARAOHS	
Registration Number:	5392552	DASHING DOLLARS	
Registration Number:	5392550	SHUFFLINK	
Registration Number:	5387249	POWER OF THE WOLF	
Registration Number:	5381132	HEXOGEMS	
Registration Number:	5381130	HEXOGEMS	
Registration Number:	5375785	SUNSET ON THE SERENGETI	
Registration Number:	5375784	SUNSET ON THE SERENGETI	
Serial Number:	86712979	GOLDEN HOT 7S	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86886593	BINGO REDRAW
Serial Number:	86886589	BINGO REDRAW
Serial Number:	86870971	RING OF FIRE
Serial Number:	86870968	RING OF FIRE
Registration Number:	5370412	REWARDS LOUNGE
Registration Number:	5392549	
Registration Number:	5392544	CARNIVORE CASH
Registration Number:	5392542	HEIDI'S BIER HAUS
Serial Number:	87386750	777 BLAZING SLOTS
Serial Number:	87386680	777 BLAZING
Serial Number:	87382441	777 BLAZING
Registration Number:	5387965	RULER OF LUCK
Registration Number:	5387964	GOLDEN CHIEF
Registration Number:	5387514	DEAL & REVEAL
Serial Number:	87036774	PLAYER BOUTIQUE
Serial Number:	87290149	CELESTIAL KING
Serial Number:	87271907	DEJA VU DIAMONDS
Serial Number:	87254732	AGE OF MERLIN
Serial Number:	87254729	GOLDEN CHARMS
Registration Number:	5381673	DA FU DA GUI
Registration Number:	5381671	
Serial Number:	87378179	777 BLAZING BLACKJACK
Serial Number:	87329926	PLAYER BOUTIQUE
Registration Number:	5376448	RISE OF THE EMPEROR
Serial Number:	87021571	CATS, HATS & MORE BATS
Serial Number:	87577280	MIGHTY REELS
Registration Number:	5371383	HOT SHOT INFERNO
Serial Number:	87666978	SUPER 88 FORTUNES
Registration Number:	5365890	MOON EMPRESS
Serial Number:	87710434	MOBILE CONCIERGE
Registration Number:	5347504	ULTIMATE FIRE LINK
Registration Number:	5344126	LUCKY GEORGE
Registration Number:	5336507	DREAM FACTORY
Registration Number:	5306551	HOT SHOT
Registration Number:	5347054	FLOWER OF RICHES
Registration Number:	5312260	GOLDSLINGER TUMBLIN' DICE
Registration Number:	5312173	GIMME! GIMME! GIMME!
Registration Number:	5307373	GOLDSLINGER HOT HANDS

Property Type	Number	Word Mark
Registration Number:	5306987	ANGEL BLADE
Registration Number:	5301962	ANGEL BLADE
Serial Number:	87771696	BOARDGAME BONUS
Registration Number:	5382258	LUXTOUCH
Registration Number:	5382257	LUXVELVET
Registration Number:	5376100	FUN PLAY
Registration Number:	5320622	LOTTERY INMOTION
Registration Number:	5387153	MOBIPLAY
Registration Number:	5313054	EMPOWER YOUR GAMING WORLD

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/10/2018

Total Attachments: 7

- source=48. SGMS - Supplemental IP Security Agreements (TRADEMARKS) (002)#page1.tif
- source=48. SGMS - Supplemental IP Security Agreements (TRADEMARKS) (002)#page2.tif
- source=48. SGMS - Supplemental IP Security Agreements (TRADEMARKS) (002)#page3.tif
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- source=48. SGMS - Supplemental IP Security Agreements (TRADEMARKS) (002)#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Scientific Games International, Inc.
- 2. Scientific Games Corporation
- 3. Bally Gaming, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. DE; 3. NV
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 9, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other Supplemental Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank Trust Company Americas, as Collateral Agent

Street Address: 60 Wall St., 16th Floor, MSNYC60-1630

City: New York

State: NY

Country: USA Zip: 10005

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

64

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

April 10, 2018
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This **TRADEMARK SECURITY AGREEMENT SUPPLEMENT** (this "Trademark Security Agreement Supplement") dated April 9, 2018, is made by the Person listed on the signature page hereof (the "Grantor") in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

Reference is made to the Collateral Agreement dated as of October 17, 2017 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Scientific Games International, Inc., a Delaware corporation (the "Issuer"), Scientific Games Corporation, a Nevada corporation ("Holdings"), the subsidiaries of Holdings party thereto and the Collateral Agent. Pursuant to that certain Indenture dated as of October 17, 2017 (as amended, supplemented or otherwise modified from time to time, the "Indenture") among the Issuer, Holdings, the Guarantors from time to time party thereto (each of the foregoing including the Issuer and Holdings individually a "Grantor," and, collectively, the "Grantors"), and Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee (the "Trustee") and collateral agent, the Issuer has issued \$1,250,000,000 aggregate principal amount of 5.000% Senior Secured Notes due 2025 (together with any Additional Securities issued under the Indenture, the "Notes"). Each Grantor will receive substantial benefits from the issuance of the Notes pursuant to the Indenture.

WHEREAS, pursuant to the Indenture, the Grantors have executed and delivered or otherwise become bound by the Security Agreement and that certain Trademark Security Agreement dated December 14, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement").

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this Trademark Security Agreement Supplement for recording with the United States Patent and Trademark Office.

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Trademark Security Agreement, as applicable. The rules of construction specified in Section 1.2 of the Security 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, each Grantor, pursuant to the Security Agreement, 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 or 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 "Additional Trademark Collateral"):


(i) all trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade dress, trade styles, service marks, logos and other source or business identifiers, designs and general intangibles of like nature, and all goodwill associated therewith or symbolized thereby, all registrations and recordings thereof, and all applications in connection therewith (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), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all United States common-law rights related thereto owned by such Grantor in its own name, including, without limitation, any of the foregoing referred to in Schedule I and (ii) the right to obtain all renewals thereof.

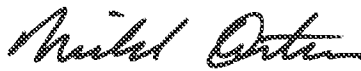
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights, remedies, protections and immunities of the Collateral Agent with respect to the Trademark Collateral and actions taken in connection therewith 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. Schedule I to the Trademark Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Trademark Collateral.

IN WITNESS WHEREOF, each Grantor has caused this instrument to be executed as of the day and year first above written.

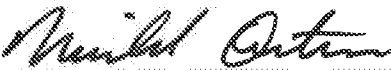
SCIENTIFIC GAMES INTERNATIONAL, INC.,
as Issuer and Grantor

By: 
Name: Michael A. Quartieri
Title: Executive Vice President, Chief Financial
Officer, Secretary and Treasurer

SCIENTIFIC GAMES CORPORATION,
as Grantor

By: 
Name: Michael A. Quartieri
Title: Executive Vice President, Chief Financial
Officer, Treasurer and Corporate Secretary

BALLY GAMING, INC., as Grantor

By: 
Name: Michael A. Quartieri
Title: Treasurer and Secretary

[SGMS – Supplemental Trademark Security Agreement (Add-On Notes)]

TRADEMARK
REEL: 006342 FRAME: 0266

Schedule I

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Bally Gaming, Inc.	HOARDS OF LOOT	87112649 07/22/2016	Pending
2.	Bally Gaming, Inc.	ROULETTE TYCOON	87091165 07/01/2016	5387546 01/23/2018
3.	Bally Gaming, Inc.	EUREKAREEL BLAST	87118271 07/27/2016	5381600 01/16/2018
4.	Bally Gaming, Inc.	SOUTHERN MAGIC	87010852 04/22/2016	5381387 01/16/2018
5.	Bally Gaming, Inc.	GOLD WINNERS	87007190 04/20/2016	5381378 01/16/2018
6.	Bally Gaming, Inc.	METEOR MONEY	87039962 05/17/2016	5376103 01/09/2018
7.	Bally Gaming, Inc.	FORTUNES 3	87112835 07/22/2016	Pending
8.	Bally Gaming, Inc.	VENICE 7'S	87012265 04/25/2016	5317950 10/24/2017
9.	Bally Gaming, Inc.	LEGEND OF THE PHARAOHS	87136796 08/12/2016	5313042 10/17/2017
10.	Bally Gaming, Inc.	DASHING DOLLARS	87149238 08/24/2016	5392552 01/30/2018
11.	Bally Gaming, Inc.	SHUFFLINK	87148009 08/23/2016	5392550 01/30/2018
12.	Bally Gaming, Inc.	POWER OF THE WOLF	86887942 01/27/2016	5387249 01/23/2018
13.	Bally Gaming, Inc.	HEXOGEMS	86808056 11/03/2015	5381132 01/16/2018
14.	Bally Gaming, Inc.	HEXOGEMS	86808050 11/03/2015	5381130 01/16/2018
15.	Bally Gaming, Inc.	SUNSET ON THE SERENGETI	86806285 11/02/2015	5375785 01/09/2018
16.	Bally Gaming, Inc.	SUNSET ON THE SERENGETI	86806280 11/02/2015	5375784 01/09/2018
17.	Bally Gaming, Inc.	GOLDEN HOT 7S	867129790 8/03/2015	Pending
18.	Bally Gaming, Inc.	BINGO REDRAW	86886593 01/26/2016	Pending
19.	Bally Gaming, Inc.	BINGO REDRAW	86886589 01/26/2016	Pending
20.	Bally Gaming, Inc.	RING OF FIRE	86870971 01/11/2016	Pending
21.	Bally Gaming, Inc.	RING OF FIRE	86870968 01/11/2016	Pending
22.	Bally Gaming, Inc.	REWARDS LOUNGE	86573287 03/23/2015	5370412 01/02/2018
23.	Bally Gaming, Inc.	DESIGN ONLY	87147995 08/23/2016	5392549 01/30/2018
24.	Bally Gaming, Inc.	CARNIVORE CASH	87142493 08/18/2016	5392544 01/30/2018
25.	Bally Gaming, Inc.	HEIDI'S BIER HAUS	87139667 08/16/2016	5392542 01/30/2018

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
26.	Bally Gaming, Inc.	777 BLAZING SLOTS	87386750 03/27/2017	Pending
27.	Bally Gaming, Inc.	777 BLAZING	87386680 03/27/2017	Pending
28.	Bally Gaming, Inc.	777 BLAZING	87382441 03/23/2017	Pending
29.	Bally Gaming, Inc.	RULER OF LUCK	87245114 11/22/2016	5387965 01/23/2018
30.	Bally Gaming, Inc.	GOLDEN CHIEF	87245098 11/22/2016	5387964 01/23/2018
31.	Bally Gaming, Inc.	DEAL & REVEAL	87072907 06/15/2016	5387514 01/23/2018
32.	Bally Gaming, Inc.	PLAYER BOUTIQUE	87036774 05/13/2016	Pending
33.	Bally Gaming, Inc.	CELESTIAL KING	87290149 01/05/2017	Pending
34.	Bally Gaming, Inc.	DÉJÀ VU DIAMONDS	87271907 12/16/2016	Pending
35.	Bally Gaming, Inc.	AGE OF MERLIN	87254732 12/02/2016	Pending
36.	Bally Gaming, Inc.	GOLDEN CHARMS	87254729 12/02/2016	Pending
37.	Bally Gaming, Inc.	DA FU DA GUI	87156821 08/31/2016	5381673 01/16/2018
38.	Bally Gaming, Inc.	DESIGN ONLY	87156738 08/31/2016	5381671 01/16/2018
39.	Bally Gaming, Inc.	777 BLAZING BLACKJACK	87378179 03/20/2017	Pending
40.	Bally Gaming, Inc.	PLAYER BOUTIQUE	87329926 02/09/2017	Pending
41.	Bally Gaming, Inc.	RISE OF THE EMPEROR	87214947 10/25/2016	5376448 01/09/2018
42.	Bally Gaming, Inc.	CATS, HATS & MORE BATS	87021571 05/02/2016	Pending
43.	Bally Gaming, Inc.	MIGHTY REELS	87577280 08/21/2017	Pending
44.	Bally Gaming, Inc.	HOT SHOT INFERNO	87243710 11/21/2016	5371383 01/02/2018
45.	Bally Gaming, Inc.	SUPER 88 FORTUNES	87666978 10/31/2017	Pending
46.	Bally Gaming, Inc.	MOON EMPRESS	87150639 08/25/2016	5365890 12/26/2017
47.	Bally Gaming, Inc.	MOBILE CONCIERGE	87710434 12/06/2017	Pending
48.	Bally Gaming, Inc.	ULTIMATE FIRE LINK	87179810 09/22/2016	5347504 11/28/2017
49.	Bally Gaming, Inc.	LUCKY GEORGE	87175463 09/19/2016	5344126 11/28/2017
50.	Bally Gaming, Inc.	DREAM FACTORY	87152162 08/26/2016	5336507 11/14/2017
51.	Bally Gaming, Inc.	HOT SHOT	87381690 03/22/2017	5306551 10/10/2017

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
52.	Bally Gaming, Inc.	FLOWER OF RICHES	86962721 04/04/2016	5347054 11/28/2017
53.	Bally Gaming, Inc.	GOLDSLINGER TUMBLIN' DICE	86907555 02/15/2016	5312260 10/17/2017
54.	Bally Gaming, Inc.	GIMME! GIMME! GIMME!	86882070 01/21/2016	5312173 10/17/2017
55.	Bally Gaming, Inc.	GOLDSLINGER HOT HANDS	86907556 02/15/2016	5307373 10/10/2017
56.	Bally Gaming, Inc.	ANGEL BLADE	86620600 05/06/2015	5306987 10/10/2017
57.	Bally Gaming, Inc.	ANGEL BLADE	86620596 05/06/2015	5301962 10/03/2017
58.	Scientific Games International, Inc.	BOARDGAME BONUS	87771696 01/26/2018	Pending
59.	Scientific Games International, Inc.	LUXTOUCH	87316394 01/27/2017	5382258 01/16/2018
60.	Scientific Games International, Inc.	LUXVELVET	87316384 01/27/2017	5382257 01/16/2018
61.	Scientific Games International, Inc.	FUN PLAY	87036779 05/13/2016	5376100 01/09/2018
62.	Scientific Games International, Inc.	LOTTERY INMOTION	87164587 09/08/2016	5320622 10/31/2017
63.	Scientific Games International, Inc.	MOBIPLAY	86786565 10/13/2015	5387153 01/23/2018
64.	Scientific Games Corporation	EMPOWER YOUR GAMING WORLD	87139839 08/16/2016	5313054 10/17/2017