

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469690

<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>
EUREKA ENTERTAINMENT, LLC		03/23/2018	Limited Liability Company: DELAWARE
EUREKA AMUSEMENTS, LLC		03/23/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA, as Administrative Agent		
<b>Street Address:</b>	120 S. LaSalle		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	State Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4800265	YOU CAN'T WIN IT - IF YOU DON'T SPIN IT!	
<b>Registration Number:</b>	4800272	THE RIGHT OPERATOR IS EVERYTHING	
<b>Registration Number:</b>	4909462	COME ON TAKE A \$PIN!	
<b>Registration Number:</b>	4939525	CHOOSING THE RIGHT OPERATOR IS EVERYTHIN	
<b>Registration Number:</b>	5155887	YOU HAVE TO HIT IT TO WIN IT!	
<b>Registration Number:</b>	5261451	COME ON TAKE A \$PIN!	
<b>Registration Number:</b>	5261452	COME ON TAKE A SPIN!	
<b>Serial Number:</b>	86684959	UNIVERSAL GAMING GROUP	
<b>Serial Number:</b>	86686535	UNIVERSAL GAMING GROUP GU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Phone:</b>	312-609-7943		
<b>Email:</b>	skowalski@vedderprice.com		
<b>Correspondent Name:</b>	Sylvia Kowalski		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		

CH \$240.00 4800265

<b>Address Line 4:</b>	Chicago, ILLINOIS 60601
<b>ATTORNEY DOCKET NUMBER:</b>	40180.00.0124 -McCillen
<b>NAME OF SUBMITTER:</b>	Sylvia Kowalski
<b>SIGNATURE:</b>	/Sylvia Kowalski/
<b>DATE SIGNED:</b>	04/12/2018
<b>Total Attachments: 7</b> source=7. Trademark Security Agreement#page1.tif source=7. Trademark Security Agreement#page2.tif source=7. Trademark Security Agreement#page3.tif source=7. Trademark Security Agreement#page4.tif source=7. Trademark Security Agreement#page5.tif source=7. Trademark Security Agreement#page6.tif source=7. Trademark Security Agreement#page7.tif	

## 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 ("Amusements"; together with Entertainment, collectively, referred to herein as the "Company" or "Grantors"), in favor of CIBC BANK USA (in its individual capacity, "CIBC"), as administrative agent for the Lenders party to the Credit 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 Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions 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 Credit 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 Credit Agreement and Guaranty and Collateral Agreement. The Credit 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. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement 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.

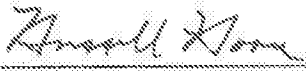
**(Signature Page Follows)**

*(Signature Page to Trademark Security Agreement)*


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:   
Name: Russell Poore  
Title: Chief Executive Officer

**EUREKA AMUSEMENTS, LLC, a  
Delaware limited liability company**

By:   
Name: Russell Poore  
Title: Chief Executive Officer

*(Signature Page to Trademark Security Agreement)*

Acknowledged:

**ADMINISTRATIVE AGENT:**

**CIBC BANK USA**

By: 

James Marsh

Managing Director

**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 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: 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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