

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rational Intellectual Holdings Limited		07/10/2018	Limited Company: ISLE OF MAN
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Corporation: GERMANY		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5259140	POKERSTARS CHAMPIONSHIP	
Registration Number:	5259141	POKERSTARS FESTIVAL	
Registration Number:	5413255	POKERSTARS	
Registration Number:	5413256	POKERSTARS	
Registration Number:	5046371	FULL TILT	
Registration Number:	5046370	FULL TILT	
Registration Number:	4883062	BETSTARS	
Registration Number:	4715645	ZOOM	
Registration Number:	4715646	POKERSTARS CARIBBEAN ADVENTURE	
Registration Number:	4715647	ZOOM	
Registration Number:	4722937	POKERSTARS	
Registration Number:	4715648	WE ARE POKER	
Registration Number:	4722935	PCA	
Registration Number:	4084937	HOME GAMES	
Registration Number:	3537097	EPT	
Registration Number:	3270627	SUNDAY MILLION	
Registration Number:	3381727	POKERSTARS	
Registration Number:	3409172	WCP	
Registration Number:	3173160	WCOOP	
TRADEMARK			

OP \$665.00 5259140

Property Type	Number	Word Mark
Registration Number:	4144611	WORLD CHAMPIONSHIP OF ONLINE POKER
Registration Number:	3951135	
Registration Number:	3578779	INTELLIPOKER
Registration Number:	5503438	POKERSTARS
Registration Number:	5503446	
Serial Number:	87398101	THE STARS GROUP
Serial Number:	87398217	STARS INTERACTIVE GROUP

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, ECarrera@cahill.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:	07/11/2018

Total Attachments: 10

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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):

Rational Intellectual Holdings Limited

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Company
- Association
- Limited Partnership

Citizenship (see guidelines) Isle of Man

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 10, 2018

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

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

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

B. Trademark Registration No.(s) _____

See Schedule I

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:

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

July 10, 2018

Date

Elaine Carrera

Name of Person Signing

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

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

FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of July 10, 2018 (this "Trademark Security Agreement"), by RATIONAL INTELLECTUAL HOLDINGS LIMITED, an Isle of Man company (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") pursuant to the Syndicated Facility Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of the date hereof, by and among Stars Group Holdings Coöperatieve U.A., a coöperatie met uitgesloten aansprakelijkheid incorporated under the laws of the Netherlands, Stars Group (US) Holdings, LLC, a limited liability company formed under the laws of Delaware, Stars Group Holdings B.V., a besloten *vennootschap* incorporated under the laws of the Netherlands, Stars Group (US) Co-Borrower, LLC, a limited liability company formed under the laws of Delaware, TSG Australia Holdings PTY LTD, a proprietary company with limited liability incorporated under the laws of Australia, Naris Limited, a limited company incorporated under the laws of the Isle of Man, the lenders from time to time party thereto and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent and Administrative Agent thereunder.

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Debenture (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Debenture"), dated as of the date hereof, by and among the Pledgor and the Collateral Agent, in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Debenture or the Credit Agreement, as applicable, and used herein have the meaning given to them in the Debenture or Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Security. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Security of the Pledgor (collectively, "Trademark Collateral"):

- (a) trademarks of the Pledgor, including those listed on Schedule I attached hereto (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, for which an amendment to allege use or a statement of use has not been filed

under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office);

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security for Secured Liabilities. This Trademark Security Agreement and the security interest created hereby and under the Debenture secure the payment and performance of all the Secured Liabilities, whether now existing or arising hereafter.

SECTION 4. Debenture. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Debenture and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Debenture, 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 Trademark Security Agreement is deemed to conflict with the Debenture, the provisions of the Debenture shall control unless the Collateral Agent shall otherwise determine.

SECTION 5. Termination. Upon the payment in full of the Secured Liabilities and termination of the Debenture, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the security pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RATIONAL INTELLECTUAL HOLDINGS
LIMITED, as Pledgor

By:



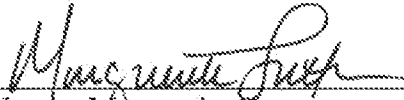
Name: Curt Temple
Title: Director

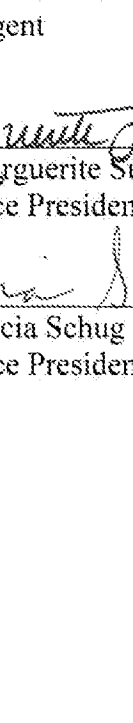
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006377 FRAME: 0173

Accepted and Agreed:



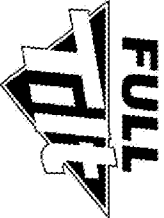
DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Marguerite Sutton
Title: Vice President


By: 
Name: Alicia Schug
Title: Vice President


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Owner	Application No.	Filing Date	Reg. No.	Reg. Date
 POKERSTARS CHAMPIONSHIP	Rational Intellectual Holdings Limited	87108978	July 19, 2016	5259140	Aug. 8, 2017
 POKERSTARS FESTIVAL	Rational Intellectual Holdings Limited	87108993	July 19, 2016	5259141	Aug. 8, 2017
POKERSTARS	Rational Intellectual Holdings Limited	86731563	Aug. 20, 2015	5413255	Feb. 27, 2018
POKERSTARS	Rational Intellectual Holdings Limited				
POKERSTARS	Rational Intellectual Holdings Limited	86731571	Aug. 20, 2015	5413256	Feb. 27, 2018
POKERSTARS	Rational Intellectual Holdings Limited				
 FULL TILT	Rational Intellectual Holdings Limited	86559510	Mar. 10, 2015	5046371	Sep. 20, 2016

Mark	Owner	Application No.	Filing Date	Reg. No.	Reg. Date
FULL TILT	Rational Intellectual Holdings Limited	86559499	Mar. 10, 2015	5046370	Sep. 20, 2016
FULL TILT	Rational Intellectual Holdings Limited				
BETSTARS	Rational Intellectual Holdings Limited	86538210	Feb. 18, 2015	4883062	Jan. 5, 2016
BETSTARS	Rational Intellectual Holdings Limited				
ZOOM	Rational Intellectual Holdings Limited	86369171	Aug. 18, 2014	4715645	Apr. 7, 2015
ZOOM	Rational Intellectual Holdings Limited				
POKERSTARS CARIBBEAN ADVENTURE	Rational Intellectual Holdings Limited	86369187	Aug. 18, 2014	4715646	Apr. 7, 2015
POKERSTARS CARIBBEAN ADVENTURE	Rational Intellectual Holdings Limited				
ZOOM	Rational Intellectual Holdings Limited	86369196	Aug. 18, 2014	4715647	Apr. 7, 2015
ZOOM	Rational Intellectual Holdings Limited				
POKERSTARS	Rational Intellectual Holdings Limited	86369203	Aug. 18, 2014	4722937	Apr. 21, 2015
PokerStars	Rational Intellectual Holdings Limited				
WE ARE POKER	Rational Intellectual Holdings Limited	86369201	Aug. 18, 2014	4715648	Apr. 7, 2015
WE ARE POKER	Rational Intellectual Holdings Limited				
PCA	Rational Intellectual Holdings Limited	86369193	Aug. 18, 2014	4722935	Apr. 21, 2015
PCA	Rational Intellectual Holdings Limited				


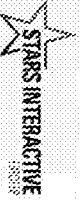
Mark	Owner	Application No.	Filing Date	Reg. No.	Reg. Date
HOME GAMES 	Rational Intellectual Holdings Limited	85180311	Nov. 18, 2010	4084937	Jan. 10, 2012
EPT EPT	Rational Intellectual Holdings Limited	78702273	Aug. 29, 2005	3537097	Nov. 25, 2008
SUNDAY MILLION	Rational Intellectual Holdings Limited	78902827	Jun. 7, 2006	3270627	July 24, 2007
POKERSTARS	Rational Intellectual Holdings Limited	78542627	Jan. 5, 2005	3381727	Feb. 12, 2008
WCP	Rational Intellectual Holdings Limited	78902778	Jun. 7, 2006	3409172	Apr. 8, 2008
WCOOP	Rational Intellectual Holdings Limited	78542605	Jan. 5, 2005	3173160	Nov. 21, 2006
WORLD CHAMPIONSHIP OF ONLINE POKER	Rational Intellectual Holdings Limited	78542563	Jan. 5, 2005	4144611	May 22, 2012

Mark	Owner	Application No.	Filing Date	Reg. No.	Reg. Date
Red Spade 2D (B&W) 	Rational Intellectual Holdings Limited	77293147	Oct. 1, 2007	3951135	Apr. 26, 2011
INTELLIPOKER	Rational Instruction Services Limited ¹	77362622	Jan. 2, 2008	3578779	Feb. 24, 2009
Intellipoker					
POKERSTARS	Rational Intellectual Holdings Limited	86731606	Aug. 20, 2015	5503438	June 26, 2018
DESIGN ONLY	Rational Intellectual Holdings Limited	86746957	Sept. 3, 2015	5503446	June 26, 2018

Trademark Applications:

Mark	Owner	Application No.	Filing Date	Reg. No.	Reg. Date
STARSWALLET	Rational Intellectual Holdings Limited	79225553	Jun. 22, 2017	Not Available	Not Available
STARSWALLET		(66A)			

¹ Pursuant to an inter-company assignment in 2013, the Intellipoker trademark is beneficially owned by Rational Intellectual Holdings Limited but the record owner is still Rational Instruction Services Limited.

Mark	Owner	Application No.	Filing Date	Reg. No.	Reg. Date
 THE STARS GROUP	Rational Intellectual Holdings Limited	87398101	Apr. 4, 2017	Not Available	Not Available
 STARS INTERACTIVE GROUP	Rational Intellectual Holdings Limited	87398217	Apr. 4, 2017	Not Available	Not Available