

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Suppl. No. 1 to First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rational Intellectual Holdings Limited		06/15/2018	Corporation: 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:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86731606	POKERSTARS	
Serial Number:	86746957		
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	06/15/2018		
Total Attachments: 6			
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**SUPPLEMENT NO. 1
TO THE
FIRST LIEN TRADEMARK SECURITY AGREEMENT**

SUPPLEMENT NO. 1 (this “Supplement”), dated as of June 15, 2018, to the First Lien Trademark Security Agreement (the “Trademark Security Agreement”) dated as of April 6, 2018., 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 Amended and Restated 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 April 6, 2018, 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 Supplement 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 Supplement 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 Supplement 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 Supplement 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 Supplement.

SECTION 6. Counterparts. This Supplement 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 Supplement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Supplement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplement 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.

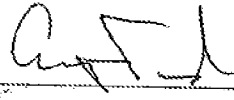
[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Supplement 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: Greg Rempier
Title: Director

[Stars Group - First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006402 FRAME: 0478

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Alicia Schug
Title Vice President

By: 
Name: Marguerite Sutton
Title Vice President

SCHEDULE I
to
SUPPLEMENT NO. 1 TO THE TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications:

Mark	Owner	Application No.	Filing Date	Reg. No.	Reg. Date
POKERSTARS	Rational Intellectual Holdings Limited	86731606	Aug. 20, 2015	Not Available	Not Available
DESIGN ONLY	Rational Intellectual Holdings Limited	86746957	Sept. 3, 2015	Not Available	Not Available