

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Don Best Sports Corporation		11/01/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, Floor 14		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4541934	DON BEST	
Registration Number:	4541933	DON BEST	
Registration Number:	4541931	DON BEST	
Registration Number:	4541930	DON BEST	
Registration Number:	2682398	DON BEST SPORTS	
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, ECarrera@cahill.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:	11/02/2018		
Total Attachments: 5			

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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):

Don Best Sports Corporation

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 1, 2018

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 901 Main Street, Floor 14

City: Dallas

State: TX

Country USA Zip: 75202

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

5

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

November 1, 2018

Date

Elaine Carrera

Name of Person Signing

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

5

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

TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2018, made by DON BEST SPORTS CORPORATION in favor of BANK OF AMERICA, N.A., as Collateral Agent.

Reference is made to the Guarantee and Collateral Agreement dated as of October 18, 2013 (as amended, supplemented or otherwise modified from time to time, including but not limited to, by those certain Assumption Agreements, dated as of September 15, 2014, November 21, 2014, October 2, 2015, July 14, 2017, October 11, 2018 and the date hereof, the "Security Agreement"), among Scientific Games International, Inc., a Delaware corporation (the "Borrower"), Scientific Games Corporation, a Delaware corporation ("Holdings"), the subsidiaries of Holdings party thereto and the Collateral Agent (as defined below). The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of October 18, 2013 (as it may be amended, waived, supplemented or otherwise modified, including but not limited to, by that certain Amendment No. 1 dated as of October 1, 2014, that certain Amendment No. 2, dated as of February 14, 2017, that certain Amendment No. 3, dated as of August 14, 2017, and that certain Amendment No. 4, dated as of February 14, 2018, the "Credit Agreement") among the Borrower, Holdings, the lenders from time to time party thereto (the "Lenders"), Bank of America, N.A., as Administrative Agent, Collateral Agent, Issuing Lender and Swingline Lender, and the other banks and financial institutions party thereto. DON BEST SPORTS CORPORATION (the "Debtor") is engaged in related businesses, and the Debtor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement. 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 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, the Debtor, 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 Debtor or in which such Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "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 Debtor 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. The Debtor 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.

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

DON BEST SPORTS CORPORATION

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006473 FRAME: 0957

Schedule I

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Don Best Sports Corporation	DON BEST	85900890 04/10/2013	4541934 06/03/2014
2.	Don Best Sports Corporation	DON BEST	85900885 04/10/2013	4541933 06/03/2014
3.	Don Best Sports Corporation	DON BEST	85900881 04/10/2013	4541931 06/03/2014
4.	Don Best Sports Corporation	DON BEST	85900877 04/10/2013	4541930 06/03/2014
5.	Don Best Sports Corporation	DON BEST SPORTS	76163944 11/06/2000	2682398 02/04/2003