

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Planet Bingo LLC		06/06/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OFS AGENCY SERVICES, LLC, as Administrative Agent		
Street Address:	10 S. Wacker Dr		
Internal Address:	Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88358883	WHACK-A-DOO	
Serial Number:	88358919		
Serial Number:	88348872	WHACK-A-DOO	
Serial Number:	88036911	THREE SISTERS	
Serial Number:	87945338	BINGO OR BETTER	
Serial Number:	87945357	JUMBO7	
Serial Number:	87945380	PLANETDOWNS	
Serial Number:	87945397	SUPER X-TRA KASH	
CORRESPONDENCE DATA			
Fax Number:	2129408776		
<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:	212.940.6562		
Email:	joanne.arnold@kattenlaw.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten Muchin Rosenman LLP		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		

CH \$215.00 88358883

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	06/10/2019
Total Attachments: 3 source=trademark agreement#page1.tif source=trademark agreement#page2.tif source=trademark agreement#page3.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of June 6, 2019 is executed and delivered by Planet Bingo LLC, a California limited liability company (“**Grantor**”), in favor of OFS AGENCY SERVICES, LLC, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”) for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

RECITALS:

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex 1 hereto (collectively, the “**Registered Trademarks**”);

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties a certain Guaranty, Pledge and Security Agreement dated as of March 13, 2018 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of all Grantor’s Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.


2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of all Grantor’s Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

PLANET BINGO LLC, a California limited liability company

By: 
Name: RICK G. WHITE
Title: CEO - PRESIDENT

[Trademark Security Agreement]



ANNEX 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Date</u>	<u>Application No.</u>
	3/27/2019	88358883
	3/27/2019	88358919
WHACK-A-DOO	3/20/2019	88348872
THREE SISTERS	7/13/2018	88036911
BINGO OR BETTER	6/1/2018	87945338
JUMBO7	6/1/2018	87945357
PLANETDOWNS	6/1/2018	87945380
SUPER X-TRA KASH	6/1/2018	87945397

[Trademark Security Agreement]