

900511956 08/21/2019

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM537537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gamblit Gaming, LLC		08/21/2019	Limited Liability Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	<del>BCC SPV 47 (Gamblit) (E) LLC</del> <i>SPV 47, LLC</i>
<b>Street Address:</b>	200 Clarendon Street
<b>Internal Address:</b>	c/o Bain Capital Credit, LP
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	87880303	SQUADRON COMMANDER
Serial Number:	87897770	MODEL G
Serial Number:	87897815	1'S TRISTATION
Serial Number:	87918388	GRAB
Serial Number:	87918377	DICE ARENA
Serial Number:	87918485	GRAB!
Serial Number:	88021524	GBIT
Serial Number:	88021532	GAMBLIT
Serial Number:	88064346	GAMBLIT ARENA
Serial Number:	88064356	MODEL GX
Serial Number:	88064387	QUADSTATION
Serial Number:	88064401	GAMBLIT QUADCADE
Serial Number:	88065177	GRAB POKER LIVE!
Serial Number:	88142601	G TOP
Serial Number:	88143654	CANNONBEARD'S TREASURE
Serial Number:	88236159	GEMFLUX
Serial Number:	88330818	TREASURE FLIGHT
Serial Number:	88357598	NAVY BLITZ

CH \$490.00 87880303

Property Type	Number	Word Mark
Serial Number:	88403803	ZIG ZAG POKER

**CORRESPONDENCE DATA**

**Fax Number:** 6172359492  
*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:** 2125969167  
**Email:** gary.lee@ropesgray.com  
**Correspondent Name:** Gary Lee  
**Address Line 1:** Ropes and Gray LLP, 1211 Avenue of the a  
**Address Line 2:** 39th Floor  
**Address Line 4:** New York, NEW YORK 10036-8704

<b>ATTORNEY DOCKET NUMBER:</b>	BCCI-283-153
<b>NAME OF SUBMITTER:</b>	Gary Lee
<b>SIGNATURE:</b>	/Gary Lee/
<b>DATE SIGNED:</b>	08/21/2019

**Total Attachments: 5**

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**GAMBLIT GAMING, LLC**

**GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**

**August 21, 2019**

Grant of Security Interest in United States Trademarks ("Agreement"), dated as of August 21, 2019, by and between Gamblit Gaming, LLC, a Delaware limited liability company ("Grantor"), in favor of the undersigned grantee ("Grantee").

**WITNESSETH:**

WHEREAS, pursuant to that certain Exchange and Reorganization Agreement dated as of the date hereof by and among Grantor, Grantee, and the other parties named therein (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Reorganization Agreement"), the Grantee has issued the Note to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and between Grantor and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Grantee a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined below) of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Grantee this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Grantee a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or

enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Grantee.

4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to its choice of law provisions.

6. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[Signature Page Follows]*

IN WITNESS WHEREOF the undersigned have executed this Grant as of the date first above written.

GRANTOR:

GAMBLIT GAMING, LLC

By: 

Name: Frank Cire

Title: Chief Intellectual Property Counsel

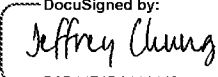
[Signature Page to Grant of Security Interest in United States Trademarks]

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**TRADEMARK**  
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GRANTEE:

SPV 47, LLC

By:  \_\_\_\_\_  
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Name: Jeffrey Chung

Title: Manager

[Signature Page to Grant of Security Interest in United States Trademarks]

**TRADEMARK**  
**REEL: 006733 FRAME: 0061**

**SCHEDULE A**

**TRADEMARKS**

<b>TITLE</b>	<b>COUNTRY NAME</b>	<b>APPLICATION NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>
SQUADRON COMMANDER	United States	87880303	Allowed	
MODEL G (stylized and/or with design)	United States	87897770	Allowed	
TS TRISTATION (stylized and/or with design)	United States	87897815	Allowed	
GRAB	United States	87918388	Allowed	
DICE ARENA	United States	87918377	Allowed	
GRAB!	United States	87918485	Allowed	
GBIT (Standard Characters)	United States	88021524	Allowed	
GAMBLIT	United States	88021532	Allowed	
GAMBLIT ARENA	United States	88064346	Allowed	
MODEL GX	United States	88064356	Allowed	
QUADSTATION	United States	88064387	Allowed	
GAMBLIT QUADCADE	United States	88064401	Allowed	
Grab Poker LIVE!	United States	88065177	Published	
G TOP	United States	88142601	Allowed	
Cannonbeard's Treasure	United States	88143654	Registered	5,680,775
GEMFLUX	United States	88236159	Allowed	
TREASURE FLIGHT	United States	88330818	Published	
NAVY BLITZ	United States	88357598	Published	
ZIG ZAG POKER	United States	88403803	Published	