

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Win Technologies Limited		10/10/2019	Company: MALTA
Win Systems International Holdings Inc.		10/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Collateral Agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York, NY		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5331048	WINUP BRANDING YOUR CASINO	
Serial Number:	87066789	INTELLIA	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11553-80		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	10/18/2019		
Total Attachments: 8			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 10 day of October, 2019 (this "Trademark Security Agreement") by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **FORTRESS CREDIT CORP.** ("**Fortress**"), as Collateral Agent (as defined below).

RECITALS:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of October 10, 2019, (the "Credit Agreement"), by and among **WIN HOLDING LIMITED**, a company organized under the laws of Malta ("**Holdings**"), **WINSYS GROUP, LLC**, a Delaware limited liability company ("**Company**"), as borrower, certain Subsidiaries of the Company, as Guarantors, the Lenders party thereto from time to time, Fortress, as administrative agent (in such capacity, together with its successors and assigns, "**Administrative Agent**") and collateral agent (in such capacity, together with its successors and assigns, "**Collateral Agent**") for the Lenders and as a Joint Lead Arranger and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as a Joint Lead Arranger and as a Lender; and

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to Company as provided for in the Credit Agreement and the other documents executed in connection therewith, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of October 10, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Pledge and Security Agreement"); and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Pledge and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark IP License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the applicable Grantors, or all of them, to Collateral Agent, the other members of the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

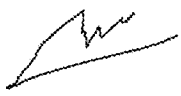
6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW SET FORTH IN SECTION 11 OF THE PLEDGE AND SECURITY AGREEMENT, AND SUCH PROVISION IS INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

WIN TECHNOLOGIES LIMITED,
a company organized under the laws of Malta

By: 
Name: Dario Zutel
Title: Director

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

FORTRESS CREDIT CORP.,
as the Collateral Agent

By: _____

Name:

Title:

JASON MEYER

AUTHORIZED SIGNATORY


[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006774 FRAME: 0392

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

WIN SYSTEMS INTERNATIONAL HOLDINGS INC.,
a Delaware corporation,

By: 
Name: Dario Zutel
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

FORTRESS CREDIT CORP.,
as the Collateral Agent

By: _____

Name:

Title:

JASON MEYER
AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006774 FRAME: 0394

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Trademark Registrations:

Grantor	Record Owner	Trademark	Country	Reg. No.	Reg. Date
Win Technologies Limited	Win Systems International Holdings Inc.	WINUP	USA	5331048	11/7/2017

Pending Trademark Applications:

Grantor	Record Owner	Trademark	Country	Application No.	Application Date
Win Systems International Holdings Inc.	Win Systems International Holdings Inc.	Intellia	USA	87/066789	09/06/2016