

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550147

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACCEL ENTERTAINMENT GAMING, LLC		11/20/2019	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4246361	ACCEL ENTERTAINMENT
Registration Number:	3860095	ACCEL ENTERTAINMENT
Registration Number:	3860275	AE
Registration Number:	5145710	ABSOLUTE EDGE
Registration Number:	5296009	AE
Serial Number:	87434576	AE PLAYER
Serial Number:	87434580	AE PLAYER REWARDS
Serial Number:	88273022	FSG
Serial Number:	88273050	FSG 7
Serial Number:	88536482	THE WINNING TICKET
Serial Number:	88536493	THE SURE BET

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

TRADEMARK

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1155253 TM

NAME OF SUBMITTER: Wenny Zhu

SIGNATURE: /Wenny Zhu/

DATE SIGNED: 11/20/2019

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of November 20, 2019, by ACCEL ENTERTAINMENT GAMING, LLC, an Illinois limited liability company (the “**Grantor**”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement, dated as of November 20, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among ACCEL ENTERTAINMENT, INC., a Delaware corporation (formerly known as TPG Pace Holdings Corp., a Cayman Islands exempted company) (“**Holdings**”), NEW PACE LLC, a Delaware limited liability company (“**Merger Sub**” or the “**Borrower**”) (which on the Closing Date shall be merged with and into ACCEL ENTERTAINMENT, INC., an Illinois corporation (the “**Company**”), with Merger Sub surviving such merger as the “**Borrower**” and changing its name to “ACCEL ENTERTAINMENT LLC”), the other Grantors party thereto from time to time and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in accordance with the requirements set forth in Sections 4.01(1)(c) and 6.11 of the Credit Agreement and Section 4.5 of the Security Agreement, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment and performance of all Secured Obligations, the Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a continuing lien on and security interest in and to all of its right, title and interest in, to and under all of the following property and other assets (collectively, the “**Trademark Collateral**”):

- (a) the Trademark registrations and registration applications in the USPTO listed on Schedule I attached hereto;
- (b) all extensions or renewals of any of the foregoing;
- (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and
- (e) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit;

provided that in no event shall the Trademark Collateral include any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security

interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. The Grantor 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 Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor such instruments that the Grantor shall reasonably request to evidence and/or effectuate the termination and release of the pledge, grant, lien and security interest in the Trademark Collateral granted under this Trademark Security Agreement.

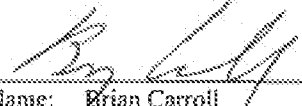
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCEL ENTERTAINMENT GAMING, LLC


By: 
Name: Brian Carroll
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement


TRADEMARK
REEL: 006799 FRAME: 0897

SCHEDULE I to
TRADEMARK SECURITY AGREEMENT

Registered United States Trademarks:

Registered Owner	Mark	Registration Number	Registration Date
ACCEL ENTERTAINMENT GAMING, LLC	ACCEL ENTERTAINMENT	4246361	11/20/2012
ACCEL ENTERTAINMENT GAMING, LLC	ACCEL ENTERTAINMENT	3860095	10/12/2010
ACCEL ENTERTAINMENT GAMING, LLC	AE LOGO 	3860275	10/12/2010
ACCEL ENTERTAINMENT GAMING, LLC	ABSOLUTE EDGE	5145710	2/21/2017
ACCEL ENTERTAINMENT GAMING, LLC	AE (letters only)	5296009	9/26/2017

Applied for United States Trademarks:

Applicant	Mark	Serial Number	Application Date
ACCEL ENTERTAINMENT GAMING, LLC	AE PLAYER	87/434576	5/3/2017
ACCEL ENTERTAINMENT GAMING, LLC	AE PLAYER REWARDS	87/434580	5/3/2017
ACCEL ENTERTAINMENT GAMING, LLC	FSG (word)	88/273022	1/23/2019
ACCEL ENTERTAINMENT GAMING, LLC	FSG 	88/273050	4/4/2019
ACCEL ENTERTAINMENT GAMING, LLC	The Winning Ticket	88/536482	7/25/2019
ACCEL ENTERTAINMENT GAMING, LLC	THE SURE BET	88/536493	7/25/2019