

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scuf Gaming International LLC		02/14/2020	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC, as Collateral Agent		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4424429	SCUF	
Registration Number:	4420911	SCUF GAMING	
Registration Number:	4529158	S	
Registration Number:	4981208	SCUF	
Registration Number:	4981209	S	
Registration Number:	5242030	SCUF INFINITY1	
Registration Number:	5242031	SCUF INFINITY 1	
Registration Number:	5915822	SCUF VANTAGE	
Registration Number:	5956524	SAX	
Registration Number:	5892292	VANTAGE	
Registration Number:	5840799	S1	
Registration Number:	5909281	S2	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-819-2655		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Peter Giovine/White & Case LLP		

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TRADEMARK

Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1134682-0081-BC15

NAME OF SUBMITTER: Peter Giovine

SIGNATURE: /Peter Giovine/

DATE SIGNED: 02/14/2020

Total Attachments: 5

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 14, 2020 between each of the signatories hereto (collectively, the “**Grantor**”) in favor of **MACQUARIE CAPITAL FUNDING LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below). Capitalized terms used herein not otherwise defined herein has the meanings ascribed thereto in the Pledge and Security Agreement.

RECITALS:

WHEREAS, reference is made to that certain First Lien Pledge and Security Agreement, dated as of August 28, 2017 (as it may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

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

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source identifiers of a like nature, all registrations and applications for any of the foregoing including, but not limited to those listed on Schedule 1 hereto and (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, and (iv) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 of 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.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

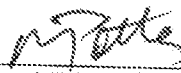
and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SCUF GAMING INTERNATIONAL LLC, as
a Grantor

By: 
Name: Michael Potter
Title: Chief Financial Officer and Secretary

[Signature Page to First Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006865 FRAME: 0278

MACQUARIE CAPITAL FUNDING LLC, as
Collateral Agent

By: Lisa Grushkin




Name:
Title: Lisa Grushkin
Authorized Signatory

By: Jeff Abt

Name: Jeff Abt
Title: Authorized Signatory

SCHEDULE 1 TO
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademarks	Registration Date	Status	Registration No.
Scuff Gaming International LLC	SCUF	29-Oct-13	Registered	4,424,429
Scuff Gaming International LLC	SCUF GAMING	22-Oct-13	Registered	4,420,911
Scuff Gaming International LLC		13-May-14	Registered	4529158
Scuff Gaming International LLC	SCUF	21-Jun-16	Registered	4981208
Scuff Gaming International LLC		21-Jun-16	Registered	4981209
Scuff Gaming International LLC	US trade mark app for SCUFLIKE	N/A	Closed	N/A
Scuff Gaming International LLC	SCUF INFINITY1	11-Jul-17	Registered	5242030
Scuff Gaming International LLC		11-Jul-17	Registered	5242031
Scuff Gaming International LLC	SCUFOLOGY	N/A	Closed	N/A
Scuff Gaming International LLC	SCUF VANTAGE	19-Nov-19	Allowed	5915822
Scuff Gaming International LLC	SAX	7-Jan-20	Allowed	5956524
Scuff Gaming International LLC	RETHINKING CONTROL	N/A	Abandoned	N/A
Scuff Gaming International LLC	VANTAGE	22-Oct-19	Allowed	5892292
Scuff Gaming International LLC	S1	20-Aug-19	Registered	5840799
Scuff Gaming International LLC	S2	12-Nov-19	Allowed	5909281