

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570486

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EVERI PAYMENTS INC.		03/30/2020	Corporation: DELAWARE
EVERI GAMES INC.		03/30/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 110

Property Type	Number	Word Mark
Registration Number:	5960576	TUT'S REIGN
Serial Number:	88638632	7 GODS OF PROSPERITY
Serial Number:	88493437	ADVENTURES IN SPACE
Serial Number:	88837155	AMERICAN WHEEL
Serial Number:	88451473	BEAST GORILLA
Serial Number:	88369085	BEAST JACKPOTS
Serial Number:	88369069	BEAST JACKPOTS BUFFALO
Serial Number:	88369083	BEAST JACKPOTS WOLF
Serial Number:	88451469	BEAST RHINO
Serial Number:	88777291	BEAST UNCAGED BUFFALO
Serial Number:	88778115	BEAST UNCAGED GORILLA
Serial Number:	88777306	BEAST UNCAGED RHINO
Serial Number:	88482254	BIG E BINGO
Serial Number:	88716504	BIG E BINGO
Serial Number:	88716469	BIG E BINGO
Serial Number:	88779179	BLACK HAT STUDIO CHICAGO
Serial Number:	88371339	BOOMIN' WILDS
Serial Number:	88764240	BUFFALO LEGACY

CH \$2765.00 5960576

Property Type	Number	Word Mark
Serial Number:	88716524	CAGEXCHANGE
Serial Number:	88533679	CASCADING WILDS
Serial Number:	88339792	CASH BUNNY
Serial Number:	88639400	CASH MACHINE
Serial Number:	88509349	CASH MACHINE JACKPOTS
Serial Number:	88714474	CASH MACHINE SUPER RESPIN
Serial Number:	88714495	CASH MACHINE SUPER RESPIN CASH FACTORY
Serial Number:	88663591	CASHCLUB DIGITAL WALLET
Serial Number:	88663607	CENTRALCREDIT
Serial Number:	88623065	CUTIE BIRDS
Serial Number:	88396802	DIAMOND POWER
Serial Number:	88770933	DIAMOND POWER DELUXE
Serial Number:	88770940	DIAMOND POWER EXTREME
Serial Number:	88621619	DOUBLE BLACK DIAMOND
Serial Number:	88437593	DOUBLE FORTUNE
Serial Number:	88359237	DOUBLE JACKPOT DIAMONDS
Serial Number:	88359150	DOUBLE WILD GEMS
Serial Number:	88332364	DRAGON FLAME
Serial Number:	88396815	DRAGON KINGDOM
Serial Number:	88466802	DRAGON KINGDOM ETERNAL WEALTH
Serial Number:	88466796	DRAGON KINGDOM GOLDEN CREATURES
Serial Number:	88618779	DRAGON LOCK
Serial Number:	88414217	EGYPT GEMS
Serial Number:	88371346	EL GRANDE
Serial Number:	88582340	EMPEROR'S FROG
Serial Number:	88582353	EMPEROR'S TREE
Serial Number:	88587235	EMPIRE FLEX
Serial Number:	88840877	EMPIRE FUSION
Serial Number:	88628929	EMPIRE MAX
Serial Number:	88549708	EVERIBODY PLAY NOW
Serial Number:	88371323	FAIRY QUEEN
Serial Number:	88363300	FIRE BISON
Serial Number:	88363313	FIRE BUFFALO
Serial Number:	88663614	FLEXCHEX
Serial Number:	88833633	FORTUNE BLESSINGS
Serial Number:	88464793	FORTUNE GARDEN
Serial Number:	88618412	FU LU SHOU
Serial Number:	88723214	GOLD HILLS

Property Type	Number	Word Mark
Serial Number:	88509375	GOLD STANDARD JACKPOTS
Serial Number:	88833639	GOLDEN BLESSINGS
Serial Number:	88371314	GREAT BARRIER RICHES
Serial Number:	88774172	GREETINGS FROM WINSVILLE
Serial Number:	88549743	JACKPOT ALERT ANUBIS
Serial Number:	88549764	JACKPOT ALERT CHINA
Serial Number:	88549776	JACKPOT ALERT VEGAS
Serial Number:	88786240	JACKPOT WHEEL DIAMOND RAIN
Serial Number:	88815221	KING CASH'S RICHES
Serial Number:	88702292	LANTERNS OF DESTINY
Serial Number:	88359376	LIBERTY JACKPOTS
Serial Number:	88764242	LIGHTNING BUFFALO
Serial Number:	88775994	LINE EM' UP
Serial Number:	88826666	LINE IT UP
Serial Number:	88702285	MYSTICAL EVENING
Serial Number:	88617913	PÀI DÙÌ
Serial Number:	88451558	PHOENIX
Serial Number:	88767538	PIXIE'S PRIZE
Serial Number:	88354445	POWER SHOT
Serial Number:	88396807	POWER WILDS
Serial Number:	88795276	POWERKIOSK
Serial Number:	88696910	POWERSHOT FREEDOM
Serial Number:	88696916	POWERSHOT PROSPERITY
Serial Number:	88663620	QUIKLIMIT
Serial Number:	88801532	RAGING STAMPEDE
Serial Number:	88784706	RECYCLERXCHANGE
Serial Number:	88780225	ROCKIN' REELS AMPED-UP
Serial Number:	88780244	ROCKIN' REELS ELECTRIFIED
Serial Number:	88774214	ROCKIN' REELS OVERDRIVE
Serial Number:	88774201	ROCKIN' REELS
Serial Number:	88493434	SHEEP SHOT
Serial Number:	88774191	SIZZLING STACKS
Serial Number:	88546311	SKY HIGH FIREWORKS
Serial Number:	88492431	SPIRIT OF THE DRAGON
Serial Number:	88496117	STAR STRUCK
Serial Number:	88772474	STEAMED UP
Serial Number:	88837161	SUPER FIRE SPIN
Serial Number:	88728346	SUPER JACKPOT DELUXE RED ALERT

Property Type	Number	Word Mark
Serial Number:	88517635	SUPER JACKPOT DELUXE TRIPLE LION
Serial Number:	88517642	SUPER JACKPOT DELUXE WILD WILD GEMS
Serial Number:	88416936	SURGING BUFFALO
Serial Number:	88546293	SYMPHONY OF LIGHTS
Serial Number:	88558949	TOURNEVENT WINNERS CIRCLE
Serial Number:	88491550	TRIPLE DOUBLE GEMS
Serial Number:	88417029	TRIPLE DOUBLE PATRIOT
Serial Number:	88368236	TRIPLE WILD DRAGON
Serial Number:	88618385	ULTIMATE DRAGON
Serial Number:	88410831	VEGAS LUCK
Serial Number:	88453311	WICKED WHEEL PANDA
Serial Number:	88453319	WICKED WHEEL PHOENIX
Serial Number:	88793507	WILD FREEDOM
Serial Number:	88831461	WILD STAR EGYPT
Serial Number:	88646323	WINTERLAND
Serial Number:	88763503	YARDBIRDS 3 FOXY IN THE HENHOUSE

CORRESPONDENCE DATA

Fax Number: 4156597333

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: 415.836.2506

Email: TMDocket@us.dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 555 Mission Street, Suite 2400

Address Line 2: Attn: Gina Durham, Esq., 382494-000044

Address Line 4: San Francisco, CALIFORNIA 94105-2933

NAME OF SUBMITTER: Carissa L. Bouwer, Esq. - DLA Piper LLP

SIGNATURE: /Carissa Bouwer/

DATE SIGNED: 04/03/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2020 (this “Agreement”) among EVERI PAYMENTS INC., a Delaware corporation (the “Borrower”), the other Grantors identified herein and JEFFERIES FINANCE LLC, as Collateral Agent for the Secured Parties.

Reference is made to that certain Security Agreement, dated as of May 9, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of May 9, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Everi Holdings Inc., Jefferies Finance LLC, as Administrative Agent, Collateral Agent, Swing Line Lender, and L/C Issuer, and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”). The Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks and the Cash Management Banks under any Secured Hedge Agreements and Secured Cash Management Agreement, as applicable, and the undersigned Grantor are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks and the Cash Management Banks to enter in to such Secured Hedge Agreements and Secured Cash Management Agreements, as applicable. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I hereto, (b) all goodwill connected with the use thereof and symbolized thereby; provided that the grant of security interest shall not include any “intent-to-use” trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, (c) all Proceeds and products of any of the foregoing, and (d) and all causes of action arising prior to or after the date hereof for infringement of any of the foregoing or unfair competition regarding the same.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby (in each case, as to an individual Grantor) shall automatically terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver, at the sole expense of the Grantors, to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate, at the sole expense of the Grantors, with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 11.14 of the Credit Agreement with respect to governing law are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

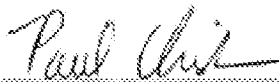
EVERI PAYMENTS INC.
EVERI GAMES INC., each as a Grantor

By: 

Name: Randy L. Taylor
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: Paul Chisholm
Title: Managing Director

Schedule I
SCHEDULE OF TRADEMARKS

Trademarks:

Owner	Word Mark	Serial Number	Reg. Number	Reg. Date.
EVERI GAMES INC.	TUT'S REIGN	88/495967	5960576	01/14/2010

Active Applications for Trademarks

Trademark applications:

Owner	Word Mark	Serial #	Filing Date
EVERI GAMES INC.	7 GODS OF PROSPERITY	88/638632	10/02/2019
EVERI GAMES INC.	ADVENTURES IN SPACE	88/493437	06/28/2019
EVERI GAMES INC.	AMERICAN WHEEL	88/837155	03/17/2020
EVERI GAMES INC.	BEAST GORILLA	88/451473	05/29/2019
EVERI GAMES INC.	BEAST JACKPOTS	88/369085	04/03/2019
EVERI GAMES INC.	BEAST JACKPOTS BUFFALO	88/369069	04/03/2019
EVERI GAMES INC.	BEAST JACKPOTS WOLF	88/369083	04/03/2019
EVERI GAMES INC.	BEAST RHINO	88/451469	05/29/2019
EVERI GAMES INC.	BEAST UNCAGED BUFFALO	88/777291	01/29/2020
EVERI GAMES INC.	BEAST UNCAGED GORILLA	88/778115	01/29/2020
EVERI GAMES INC.	BEAST UNCAGED RHINO	88/777306	01/29/2020
EVERI GAMES INC.	BIG E BINGO	88/482254	06/20/2019
EVERI GAMES INC.	BIG E BINGO & Design	88/716504	12/05/2019
EVERI GAMES INC.	BIG E BINGO & Design	88/716469	12/05/2019
EVERI GAMES INC.	BLACK HAT STUDIO CHICAGO & Design	88/779179	01/30/2020
EVERI GAMES INC.	BOOMIN' WILDS	88/371339	04/04/2019
EVERI GAMES INC.	BUFFALO LEGACY	88/764240	01/17/2020
EVERI PAYMENTS INC.	CAGEXCHANGE	88/716524	12/05/2019
EVERI GAMES INC.	CASCADING WILDS	88/533679	07/24/2019
EVERI GAMES INC.	CASH BUNNY	88/339792	03/14/2019
EVERI GAMES INC.	CASH MACHINE & Design	88/639400	10/02/2019
EVERI GAMES INC.	CASH MACHINE JACKPOTS	88/509349	07/11/2019
EVERI GAMES INC.	CASH MACHINE SUPER RESPIN	88/714474	12/04/2019
EVERI GAMES INC.	CASH MACHINE SUPER RESPIN CASH FACTORY	88/714495	12/04/2019
EVERI GAMES INC.	CASHCLUB DIGITAL WALLET	88/663591	10/22/2019
EVERI PAYMENTS INC.	CENTRALCREDIT	88/663607	10/22/2019
EVERI GAMES INC.	CUTIE BIRDS	88/623065	09/19/2019
EVERI GAMES INC.	DIAMOND POWER	88/396802	04/22/2019
EVERI GAMES INC.	DIAMOND POWER DELUXE	88/770933	01/23/2020
EVERI GAMES INC.	DIAMOND POWER EXTREME	88/770940	01/23/2020
EVERI GAMES INC.	DOUBLE BLACK DIAMOND	88/621619	09/18/2019
EVERI GAMES INC.	DOUBLE FORTUNE	88/437593	05/20/2019
EVERI GAMES INC.	DOUBLE JACKPOT DIAMONDS	88/359237	03/27/2019
EVERI GAMES INC.	DOUBLE WILD GEMS	88/359150	03/27/2019
EVERI GAMES INC.	DRAGON FLAME	88/332364	03/08/2019
EVERI GAMES INC.	DRAGON KINGDOM	88/396815	04/22/2019
EVERI GAMES INC.	DRAGON KINGDOM ETERNAL WEALTH	88/466802	06/10/2019
EVERI GAMES INC.	DRAGON KINGDOM GOLDEN CREATURES	88/466796	06/10/2019
EVERI GAMES INC.	DRAGON LOCK	88/618779	09/16/2019
EVERI GAMES INC.	EGYPT GEMS	88/414217	05/03/2019
EVERI GAMES INC.	EL GRANDE	88/371346	04/04/2019
EVERI GAMES INC.	EMPEROR'S FROG	88/582340	08/16/2019
EVERI GAMES INC.	EMPEROR'S TREE	88/582353	08/16/2019

Owner	Word Mark	Serial #	Filing Date
EVERI GAMES INC.	EMPIRE FLEX	88/587235	08/21/2019
EVERI GAMES INC.	EMPIRE FUSION	88/840877	03/19/2020
EVERI GAMES INC.	EMPIRE MAX	88/628929	09/24/2019
EVERI GAMES INC.	EVERIBODY PLAY NOW	88/549708	07/30/2019
EVERI GAMES INC.	FAIRY QUEEN	88/371323	04/04/2019
EVERI GAMES INC.	FIRE BISON	88/363300	03/29/2019
EVERI GAMES INC.	FIRE BUFFALO	88/363313	03/29/2019
EVERI PAYMENTS INC.	FLEXCHEX	88/663614	10/22/2019
EVERI GAMES INC.	FORTUNE BLESSINGS	88/833633	03/13/2020
EVERI GAMES INC.	FORTUNE GARDEN	88/464793	06/07/2019
EVERI GAMES INC.	FU LU SHOU	88/618412	09/16/2019
EVERI GAMES INC.	GOLD HILLS	88/723214	12/11/2019
EVERI GAMES INC.	GOLD STANDARD JACKPOTS	88/509375	07/11/2019
EVERI GAMES INC.	GOLDEN BLESSINGS	88/833639	03/13/2020
EVERI GAMES INC.	GREAT BARRIER RICHES	88/371314	04/04/2019
EVERI GAMES INC.	GREETINGS FROM WINSVILLE	88/774172	01/27/2020
EVERI GAMES INC.	JACKPOT ALERT ANUBIS	88/549743	07/30/2019
EVERI GAMES INC.	JACKPOT ALERT CHINA	88/549764	07/30/2019
EVERI GAMES INC.	JACKPOT ALERT VEGAS	88/549776	07/30/2019
EVERI GAMES INC.	JACKPOT WHEEL DIAMOND RAIN	88/786240	02/05/2020
EVERI GAMES INC.	KING CASH'S RICHES	88/815221	02/28/2020
EVERI GAMES INC.	LANTERNS OF DESTINY	88/702292	11/21/2019
EVERI GAMES INC.	LIBERTY JACKPOTS	88/359376	03/27/2019
EVERI GAMES INC.	LIGHTNING BUFFALO	88/764242	01/17/2020
EVERI GAMES INC.	LINE EM' UP	88/775994	01/28/2020
EVERI GAMES INC.	LINE IT UP	88/826666	03/09/2020
EVERI GAMES INC.	MYSTICAL EVENING	88/702285	11/21/2019
EVERI GAMES INC.	PÀI DỪ & Design	88/617913	09/16/2019
EVERI GAMES INC.	PHOENIX	88/451558	05/29/2019
EVERI GAMES INC.	PIXIE'S PRIZE	88/767538	01/21/2020
EVERI GAMES INC.	POWER SHOT	88/354445	03/25/2019
EVERI GAMES INC.	POWER WILDS	88/396807	04/22/2019
EVERI PAYMENTS INC.	POWERKIOSK	88/795276	02/12/2020
EVERI GAMES INC.	POWERSHOT FREEDOM	88/696910	11/18/2019
EVERI GAMES INC.	POWERSHOT PROSPERITY	88/696916	11/18/2019
EVERI PAYMENTS INC.	QUIKLIMIT	88/663620	10/22/2019
EVERI GAMES INC.	RAGING STAMPEDE	88/801532	02/18/2020
EVERI PAYMENTS INC.	RECYCLERXCHANGE	88/784706	02/04/2020
EVERI GAMES INC.	ROCKIN' REELS AMPED-UP	88/780225	01/31/2020
EVERI GAMES INC.	ROCKIN' REELS ELECTRIFIED	88/780244	01/31/2020
EVERI GAMES INC.	ROCKIN' REELS OVERDRIVE	88/774214	01/27/2020
EVERI GAMES INC.	ROCKIN' REELS	88/774201	01/27/2020
EVERI GAMES INC.	SHEEP SHOT	88/493434	06/28/2019
EVERI GAMES INC.	SIZZLING STACKS	88/774191	01/27/2020
EVERI GAMES INC.	SKY HIGH FIREWORKS	88/546311	07/29/2019
EVERI GAMES INC.	SPIRIT OF THE DRAGON	88/492431	06/27/2019
EVERI GAMES INC.	STAR STRUCK	88/496117	07/01/2019

Owner	Word Mark	Serial #	Filing Date
EVERI GAMES INC.	STEAMED UP	88/772474	01/24/2020
EVERI GAMES INC.	SUPER FIRE SPIN	88/837161	03/17/2020
EVERI GAMES INC.	SUPER JACKPOT DELUXE RED ALERT	88/728346	12/16/2019
EVERI GAMES INC.	SUPER JACKPOT DELUXE TRIPLE LION	88/517635	07/16/2019
EVERI GAMES INC.	SUPER JACKPOT DELUXE WILD WILD GEMS	88/517642	07/16/2019
EVERI GAMES INC.	SURGING BUFFALO	88/416936	05/06/2019
EVERI GAMES INC.	SYMPHONY OF LIGHTS	88/546293	07/29/2019
EVERI GAMES INC.	TOURNEVENT WINNERS CIRCLE	88/558949	08/01/2019
EVERI GAMES INC.	TRIPLE DOUBLE GEMS	88/491550	06/27/2019
EVERI GAMES INC.	TRIPLE DOUBLE PATRIOT	88/417029	05/06/2019
EVERI GAMES INC.	TRIPLE WILD DRAGON	88/368236	04/02/2019
EVERI GAMES INC.	ULTIMATE DRAGON	88/618385	09/16/2019
EVERI GAMES INC.	VEGAS LUCK	88/410831	05/01/2019
EVERI GAMES INC.	WICKED WHEEL PANDA	88/453311	05/30/2019
EVERI GAMES INC.	WICKED WHEEL PHOENIX	88/453319	05/30/2019
EVERI GAMES INC.	WILD FREEDOM	88/793507	02/11/2020
EVERI GAMES INC.	WILD STAR EGYPT	88/831461	03/12/2020
EVERI GAMES INC.	WINTERLAND	88/646323	10/08/2019
EVERI GAMES INC.	YARDBIRDS 3 FOXY IN THE HENHOUSE	88/763503	01/17/2020