

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rational Intellectual Holdings Limited		06/30/2020	Corporation: ISLE OF MAN
RECEIVING PARTY DATA			
Name:	Lloyds Bank PLC		
Street Address:	11 Earl Grey Street		
Internal Address:	Level 3 - New Uberin House		
City:	Edinburgh		
State/Country:	UNITED KINGDOM		
Postal Code:	EH39BN		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	6029620	APPT ASIA PACIFIC POKER TOUR	
Registration Number:	4883062	BETSTARS	
Registration Number:	3537097	EPT	
Registration Number:	6029621	EPT EUROPEAN POKER TOUR	
Registration Number:	5046371	FULL TILT	
Registration Number:	6043240	FULL TILT	
Registration Number:	5046370	FULL TILT	
Registration Number:	4084937	HOME GAMES	
Registration Number:	3578779	INTELLIPOKER	
Registration Number:	4722937	POKERSTARS	
Registration Number:	4722935	PCA	
Registration Number:	3381727	POKERSTARS	
Registration Number:	5413255	POKERSTARS	
Registration Number:	5413256	POKERSTARS	
Registration Number:	5503438	POKERSTARS	
Registration Number:	5536115	POKERSTARS	
Registration Number:	4715646	POKERSTARS CARIBBEAN ADVENTURE	
Registration Number:	5259140	POKERSTARS CHAMPIONSHIP	
TRADEMARK			

CH \$865.00 6029620

Property Type	Number	Word Mark
Registration Number:	5259141	POKERSTARS FESTIVAL
Registration Number:	3951135	
Registration Number:	5503446	
Registration Number:	5891571	SPIN & GO
Registration Number:	3270627	SUNDAY MILLION
Registration Number:	3173160	WCOOP
Registration Number:	3409172	WCP
Registration Number:	4715648	WE ARE POKER
Registration Number:	4144611	WORLD CHAMPIONSHIP OF ONLINE POKER
Registration Number:	4715645	ZOOM
Registration Number:	4715647	ZOOM
Registration Number:	5904294	SUNDAY MILLION
Serial Number:	87034370	POKER STARS
Serial Number:	87398101	THE STARS GROUP
Serial Number:	87398217	STARS INTERACTIVE GROUP
Serial Number:	88243256	SUNDAY MILLION

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	047961-0190
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/01/2020

Total Attachments: 17

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of June 30, 2020 (this “Trademark Security Agreement”), by RATIONAL INTELLECTUAL HOLDINGS LIMITED, an Isle of Man company (the “Pledgor”), in favor of LLOYDS BANK PLC, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) pursuant to the Syndicated Facility Agreement, dated as of July 10, 2018 by and among Stars Group Holdings Coöperatieve U.A., a coöperatie met uitgesloten aansprakelijkheid incorporated under the laws of the Netherlands (“Holdings”), Stars Group (US) Holdings, LLC, a Delaware limited liability company (“U.S. Holdings”), Stars Group Holdings B.V., a besloten vennootschap incorporated under the laws of the Netherlands (the “Dutch Borrower”), Stars Group (US) Co-Borrower, LLC, a Delaware limited liability company (the “Co-Borrower”), TSG Australia Holdings Pty Ltd, a proprietary company with limited liability incorporated under the laws of Australia (the “Australian Borrower”), Naris Limited, a limited company incorporated under the laws of the Isle of Man (the “Isle of Man Borrower” and, together with the Dutch Borrower, the Co-Borrower and the Australian Borrower, the “Borrowers”), the Lenders party thereto, the Administrative Agent and Deutsche Bank AG New Branch, as the existing collateral agent (“Existing TLB Agreement”), as amended by that certain First Amendment to Syndicated Facility Agreement, dated as of June 15, 2020 (the “TLB Amendment Agreement”), among Holdings, U.S. Holdings, the Borrowers, the Lenders from time to time party thereto, the Administrative Agent, Deutsche Bank AG New York Branch, as the existing collateral agent and from the First Amendment Effective Date (as defined in the TLB Amendment Agreement), Lloyds Bank plc, as the new collateral agent and trustee for the Secured Parties, and as may be further amended, renewed, extended, restated, supplemented or otherwise modified from time to time, the “TLB Facilities Agreement”).

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Omnibus Debenture (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Debenture”), dated as of as of June 30, 2020, by and among the Pledgor and the Collateral Agent, in favor of the Collateral Agent;

WHEREAS pursuant to a Collateral Agent Replacement Deed, dated as of June 30, 2020 and the TLB Facilities Agreement, Lloyds Bank Plc succeeded to Deutsche Bank AG New York Branch as Collateral Agent under the Debenture, and Deutsche Bank AG New York Branch assigned its security interest in the Trademark Collateral to Lloyds Bank Plc;

WHEREAS pursuant to the Debenture, Pledgor is required to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor

hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Debenture or the Intercreditor Agreement, as applicable, and used herein have the meaning given to them in the Debenture or the Intercreditor Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Security. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Security of the Pledgor (collectively, "Trademark Collateral"):

- (a) trademarks of the Pledgor, including those listed on Schedule I attached hereto (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office);
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby and under the Debenture secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter.

SECTION 4. Debenture. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Debenture and Pledgor 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 Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Debenture, the provisions of the Debenture shall control unless the Collateral Agent shall otherwise determine.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Debenture, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the security pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or

more counterparts. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Security Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Security Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Security Agent pursuant to procedures approved by it.

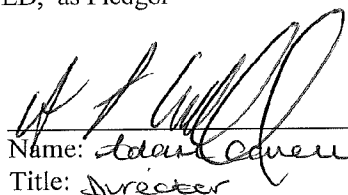
SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

RATIONAL INTELLECTUAL HOLDINGS
LIMITED, as Pledgor

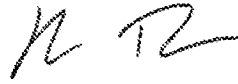
By:


Name: *Adam Cohen*
Title: *Director*

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

LLOYDS BANK PLC
as Collateral Agent





By: 

Name: John Togher
Title: Associate Director





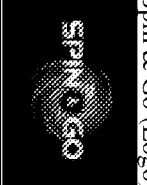
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Owner	Application No.	Filing date	Reg No.	Reg date
 APPT Asia Pacific Poker Tour (Logo)	Rational Intellectual Holdings Limited	87580650	2017-08-23	6029620	2020-04-07
 BetStars (Word)	Rational Intellectual Holdings Limited	86538210	2015-02-18	4883062	2016-01-05
 Chip (Device)	Rational Intellectual Holdings Limited	79232277	2017-10-02	5736153	2019-04-30
EPT (Word)	Rational Intellectual Holdings Limited	78702273	2005-08-29	3537097	2008-11-25
 European Poker Tour (Logo)	Rational Intellectual Holdings Limited	87580706	2017-08-23	6029621	2020-04-07

Mark	Owner	Application No.	Filing date	Reg No.	Reg date
 Full Tilt (B&W Logo)	Rational Intellectual Holdings Limited	86559510	2015-03-10	5046371	2016-09-20
Full Tilt (Word)	Rational Intellectual Holdings Limited	88043418	2018-07-18	6043240	2020-04-28
Full Tilt (Word)	Rational Intellectual Holdings Limited	86559499	2015-03-10	5046370	2016-09-20
 Home Games (Logo)	Rational Intellectual Holdings Limited	85180311	2010-11-18	4084937	2012-01-10
IntelliPoker (Word)	Rational Intellectual Holdings Limited	77362622	2008-01-02	3578779	2009-02-24
 P*Ke\$Stars (Inc 3D Red Spade) (Stylised Word) (White On Black Background)	Rational Intellectual Holdings Limited	86369203	2014-08-18	4722937	2015-04-21
 PCA (Word)	Rational Intellectual Holdings Limited	86369193	2014-08-18	4722935	2015-04-21


Mark	Owner	Application No.	Filing date	Reg No.	Reg date
PokerStars (Word)	Rational Intellectual Holdings Limited	78542627	2005-01-05	3381727	2008-02-12
PokerStars (Word)	Rational Intellectual Holdings Limited	86731563	2015-08-20	5413255	2018-02-27
PokerStars (Word)	Rational Intellectual Holdings Limited	86731571	2015-08-20	5413256	2018-02-27
PokerStars (Word)	Rational Intellectual Holdings Limited	86731606	2015-08-20	5503438	2018-06-26
PokerStars (Word)	Rational Intellectual Holdings Limited	86731587	2015-08-20	5536115	2018-08-07
PokerStars Caribbean Adventure (Logo)	Rational Intellectual Holdings Limited	86369187	2014-08-18	4715646	2015-04-07
PokerStars Championship (Logo)	Rational Intellectual Holdings Limited	87108978	2016-07-19	5259140	2017-08-08



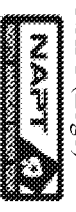
Mark	Owner	Application No.	Filing date	Reg No.	Reg date
 PokerStars Festival (Logo)	Rational Intellectual Holdings Limited	87108993	2016-07-19	5259141	2017-08-08
 PokerStars Megastack (Logo)	Rational Intellectual Holdings Limited	87349147 ITU	2017-02-24		
 Red Spade 2D (B&W) (Logo)	Rational Intellectual Holdings Limited	77293147	2007-10-01	3951135	2011-04-26
 Red Spade 3D (B&W) (Logo)	Rational Intellectual Holdings Limited	86746957	2015-09-03	5503446	2018-06-26
 Spin & Go (Logo)	Rational Intellectual Holdings Limited	87034423	2016-05-12	5891571	2019-10-22






Mark	Owner	Application No.	Filing date	Reg No.	Reg date
Stars Waller (Word)	Rational Intellectual Holdings Limited	79225553	2017-06-22	5598120	2018-11-06
Sunday Million (Word)	Rational Intellectual Holdings Limited	78902827	2006-06-07	3270627	2007-07-24
WCCOP (Word)	Rational Intellectual Holdings Limited	78542605	2005-01-05	3173160	2006-11-21
WCP (Word)	Rational Intellectual Holdings Limited	78902778	2006-06-07	3409172	2008-04-08
We are Poker (Word)	Rational Intellectual Holdings Limited	86369201	2014-08-18	4715648	2015-04-07
World Championship of Online Poker (Word)	Rational Intellectual Holdings Limited	78542563	2005-01-05	4144611	2012-05-22
Zoom (Word)	Rational Intellectual Holdings Limited	86369171	2014-08-18	4715645	2015-04-07
Zoom Logo 	Rational Intellectual Holdings Limited	86369196	2014-08-18	4715647	2015-04-07


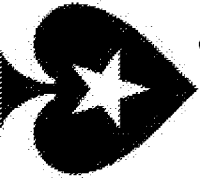
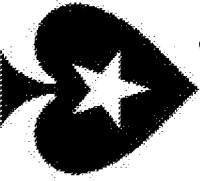
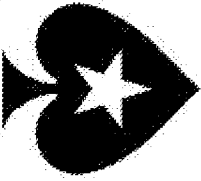
Mark	Owner	Application No.	Filing date	Reg No.	Reg date
SUNDAY MILLION	Rational Intellectual Holdings Limited	87981882	2017-12-26	5904294	2019-05-11



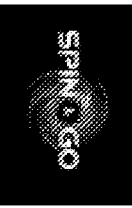
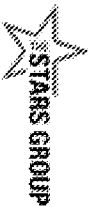

Trademark Applications:

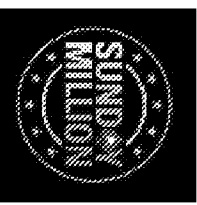
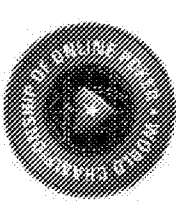
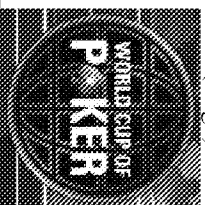

Mark	Owner	Application No.	Filing date	Reg No.	Reg date
APPT Asia Pacific Poker Tour (Logo) 	Rational Intellectual Holdings Limited	87580673 ITU	2017-08-23	Not available	Not available
BetEasy (Word)	Rational Intellectual Holdings Limited	88046941 ITU	2018-07-20	Not available	Not available
BetStars (Word)	Rational Intellectual Holdings Limited	86761356 ITU	2015-09-18	Not available	Not available
BetStars (Word)	Rational Intellectual Holdings Limited	88369639 ITU	2019-04-03	Not available	Not available

Mark	Owner	Application No.	Filing date	Reg No.	Reg date
BetStars (Word)	Rational Intellectual Holdings Limited	88369652 ITU	2019-04-03	Not available	Not available
BetStars (Word)	Rational Intellectual Holdings Limited	88369662 ITU	2019-04-03	Not available	Not available
BetStars (Word)	Rational Intellectual Holdings Limited	88369672 ITU	2019-04-03	Not available	Not available
CasinoStars (Word)	Rational Intellectual Holdings Limited	86761370 ITU	2015-09-18	Not available	Not available
European Poker Tour (Logo)	Rational Intellectual Holdings Limited	87580714 ITU	2017-08-23	Not available	Not available
 Latin American Poker Tour (Logo)	Rational Intellectual Holdings Limited	87580682 ITU	2017-08-23	Not available	Not available
 Latin American Poker Tour (Logo)	Rational Intellectual Holdings Limited	87580697 ITU	2017-08-23	Not available	Not available
 NAPT (Logo)	Rational Intellectual Holdings Limited	87687175 ITU	2017-11-16	Not available	Not available

Mark	Owner	Application No.	Filing date	Reg No.	Reg date
PokerStars & Spade (Logo) 	Rational Intellectual Holdings Limited	87034370	2016-05-12	Not available	Not available
PokerStars & Spade (Logo) 	Rational Intellectual Holdings Limited	87034394 ITU	2016-05-12	Not available	Not available
PokerStars & Spade (Logo) 	Rational Intellectual Holdings Limited	87715657 ITU	2017-12-11	Not available	Not available
PokerStars Caribbean Adventure (Logo) 	Rational Intellectual Holdings Limited	87580620 ITU	2017-08-23	Not available	Not available
PokerStars Caribbean Adventure (Logo) 	Rational Intellectual Holdings Limited	87580595 ITU	2017-08-23	Not available	Not available
PokerStars Caribbean Adventure (Logo)	Rational Intellectual Holdings Limited	87734517 ITU	2017-12-26	Not available	Not available

Mark	Owner	Application No.	Filing date	Reg No.	Reg date
					
Red Spade 3D (B&W) (Logo) 	Rational Intellectual Holdings Limited	86746926 ITU	2015-09-03	Not available	Not available
Red Spade 3D (B&W) (Logo) 	Rational Intellectual Holdings Limited	86746840 ITU	2015-09-03	Not available	Not available
Red Spade 3D (B&W) (Logo) 	Rational Intellectual Holdings Limited	86746868 ITU	2015-09-03	Not available	Not available

Mark	Owner	Application No.	Filing date	Reg No.	Reg date
	Rational Intellectual Holdings Limited	88737810 ITU	2019-12-23	Not available	Not available
SCOOP (Logo)	Rational Intellectual Holdings Limited	87734344 ITU	2017-12-26	Not available	Not available
	Rational Intellectual Holdings Limited	87728733 ITU	2017-12-20	Not available	Not available
	Rational Intellectual Holdings Limited	87398101	2017-04-04	Not available	Not available
	Rational Intellectual Holdings Limited	87398217	2017-04-04	Not available	Not available
Stars Interactive Group (Logo)	Rational Intellectual Holdings Limited	88015982 ITU	2018-06-26	Not available	Not available
	Rational Intellectual Holdings Limited	88015982 ITU	2018-06-26	Not available	Not available

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 Sunday Million (Logo)	Rational Intellectual Holdings Limited	87734460 ITU	2017-12-26	Not available	Not available
 WCOOP (Logo)	Rational Intellectual Holdings Limited	87734277 ITU	2017-12-26	Not available	Not available
 WCP (Logo)	Rational Intellectual Holdings Limited	87734488 ITU	2017-12-26	Not available	Not available
 Zoom Logo	Rational Intellectual Holdings Limited	87731165 ITU	2017-12-21	Not available	Not available
SUNDAY MILLION	Rational Intellectual Holdings Limited	88243256	2018-12-27	Not available	Not available

