

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM584442

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gamblit Gaming, LLC		07/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPV 47, LLC		
<b>Street Address:</b>	4001 Kennett Pike, Suite 302		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19807		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5448700	GAMBLIT	
<b>Registration Number:</b>	5448701		
<b>Registration Number:</b>	5448699	GAMBLIT	
<b>Registration Number:</b>	5822069	BREW CAPS	
<b>Registration Number:</b>	5481586	MATCH 3VOLUTION	
<b>Registration Number:</b>	5950424	HIGH ORBIT	
<b>Registration Number:</b>	5845870	TRISTATION	
<b>Registration Number:</b>	6069670	MODEL G	
<b>Registration Number:</b>	5100584	GAMBLIT	
<b>Registration Number:</b>	4983558	GAMBLIT	
<b>Registration Number:</b>	5095734	GAMBLIT	
<b>Registration Number:</b>	5095733		
<b>Registration Number:</b>	4689248	LUCKY WORDS	
<b>Registration Number:</b>	5276624	GBIT	
<b>Registration Number:</b>	5095732	GAMBLIT	
<b>Registration Number:</b>	4934251	BEARS BEEHIVING BADLY	
<b>Registration Number:</b>	4883221	POLICE POOCHES VS ZOMBIE CATS	
<b>Registration Number:</b>	4984205	LUCKY WORDS	
<b>Registration Number:</b>	5488357	GAMBLIT POKER LIVE!	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	5488346	GAMBLIT POKER LIVE!
Registration Number:	5586664	GAMBLIT POKER

**CORRESPONDENCE DATA**

**Fax Number:** 6172359493

*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:** 6179517790

**Email:** ronald.duvernay@ropesgray.com

**Correspondent Name:** Ronald M. Duvernay

**Address Line 1:** Prudential Tower, 800 Boylston Street

**Address Line 2:** Ropes & Gray LLP

**Address Line 4:** Boston, MASSACHUSETTS 02199-3600

**ATTORNEY DOCKET NUMBER:** BCCI-283-153

**NAME OF SUBMITTER:** Ronald M. Duvernay

**SIGNATURE:** /r duvernay/

**DATE SIGNED:** 07/02/2020

**Total Attachments: 5**

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**GAMBLIT GAMING, LLC**

**GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**

**July 1, 2020**

Grant of Security Interest in United States Trademarks (“Agreement”), dated as of July 1, 2020, by and between Gamblit Gaming, LLC, a Delaware limited liability company (“Grantor”), in favor of the undersigned grantee (“Grantee”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Security Agreement dated as of December 30, 2016, by and between Grantor and ACAS, LLC (f/k/a American Capital, Ltd.) (“ACAS”) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Secured Obligations, Grantor granted to ACAS a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined below) of Grantor, whether now owned or existing or hereafter acquired or arising;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of April 6, 2017, by and between Grantee and ACAS, ACAS assigned to Grantee and Grantee assumed the rights and obligations of ACAS under the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Grantee this Agreement.

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Grantee a continuing security interest in, and lien upon, all of Grantor’s presently existing or hereafter acquired rights, title and interests in and to the following (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Grantee.

4. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to its choice of law provisions.

6. Execution in Counterparts. This Agreement may be executed in 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 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.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF the undersigned have executed this Grant as of the date first above written.

**GAMBLIT GAMING, LLC**

*Eric Meyerhofer*

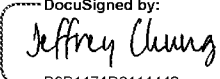
**By:** \_\_\_\_\_

**Name:** Eric Meyerhofer

**Title:** ceo

Accepted and Acknowledged by:

**SPV 47, LLC,**  
as Grantee

DocuSigned by:  
  
By: \_\_\_\_\_  
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**Name: Jeffrey Chung**  
**Title: Manager**

**SCHEDULE A**

**TRADEMARKS**

<b>TITLE</b>	<b>COUNTRY NAME</b>	<b>STATUS</b>	<b>CURRENT OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>
GAMBLIT (Stylized)	US	Registered	Gamblit Gaming, LLC	85911118	5448700
FACE (G Character)	US	Registered	Gamblit Gaming, LLC	85911193	5448701
GAMBLIT	US	Registered	Gamblit Gaming, LLC	85867494	5448699
BREW CAPS	US	Registered	Gamblit Gaming, LLC	86854521	5822069
MATCH 3VOLUTION	US	Registered	Gamblit Gaming, LLC	86952494	5481586
HIGH ORBIT	US	Registered	Gamblit Gaming, LLC	86952505	5950424
TRISTATION	US	Registered	Gamblit Gaming, LLC	87096059	5845870
MODEL G	US	Registered	Gamblit Gaming, LLC	87096080	6069670
GAMBLIT	US	Registered	Gamblit Gaming, LLC	85867533	5100584
GAMBLIT	US	Registered	Gamblit Gaming, LLC	85984104	4983558
GAMBLIT (Stylized)	US	Registered	Gamblit Gaming, LLC	85984120	5095734
FACE (G Character)	US	Registered	Gamblit Gaming, LLC	85984119	5095733
LUCKY WORDS	US	Registered	Gamblit Gaming, LLC	85911039	4689248
GBIT	US	Registered	Gamblit Gaming, LLC	86147428	5276624
GAMBLIT	US	Registered	Gamblit Gaming, LLC	85984118	5095732
BEARS BEEHIVING BADLY	US	Registered	Gamblit Gaming, LLC	86977172	4934251
POLICE POOCHES VS ZOMBIE CATS	US	Registered	Gamblit Gaming, LLC	86977173	4883221
LUCKY WORDS	US	Registered	Gamblit Gaming, LLC	86453712	4984205
GAMBLIT POKER LIVE!	US	Registered	Gamblit Gaming, LLC	87977507	5488357
GAMBLIT POKER LIVE! (Design plus words)	US	Registered	Gamblit Gaming, LLC	87977413	5488346
GAMBLIT POKER	US	Registered	Gamblit Gaming, LLC	86984107	5586664

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