# OP \$40.00 86398603

ETAS ID: TM594940

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST IN TRADEMARK AT R/F 6247/0831

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as Trustee		08/26/2020	National Banking Association: SWITZERLAND

#### **RECEIVING PARTY DATA**

Name:	Big Fish Games, Inc.		
Street Address:	906 Alaskan Way		
Internal Address:	Suite 700		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: WASHINGTON		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86398603	DUNGEON BOSS

#### 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:** 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 885 THIRD AVE

Address Line 4: NEW YORK, NEW YORK 10022

NAME OF SUBMITTER:	Jessica Bajada-Silva	
SIGNATURE:	/s/ Jessica Bajada-Silva	
DATE SIGNED:	08/31/2020	

### **Total Attachments: 5**

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#### RELEASE OF SECURITY INTERESTS IN TRADEMARK

This RELEASE OF SECURITY INTERESTS IN TRADEMARK (this "Release"), dated as of August 26, 2020 (the "Effective Date"), is made by UBS AG, Stamford Branch, in its capacity as the 2014 Security Trustee (as defined below) and in its capacity as the 2020 Security Trustee (as defined below), in favor of Big Fish Games, Inc., a Washington corporation (the "Grantor"), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Syndicated Facility Agreement, dated as of October 20, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "2014 Facility Agreement"), by and among Aristocrat Leisure Limited ("Holdings"), Aristocrat International Pty Ltd ("<u>AIP</u>"), Aristocrat Technologies Australia Pty Limited ("<u>ATA</u>"), Aristocrat Technologies, Inc. ("ATI"), Video Gaming Technologies, Inc., a Tennessee corporation ("VGT", and, collectively with AIP, ATA and ATI, the "Borrowers"), the lenders from time to time parties thereto, UBS AG, Stamford Branch, as Administrative Agent for the Term Lenders and as Security Trustee (in such capacity as Security Trustee, the "2014 Security Trustee"), and UBS AG, Australia Branch, as Administrative Agent for the Revolving Lenders and as Issuing Lender, the Grantor entered into (i) that certain Security Agreement, dated as of October 20, 2014, as modified by the Assumption Agreement, dated as of January 9, 2018 (as so modified and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "2014 Security Agreement"), between, among others, the Grantor and the 2014 Security Trustee and (ii) that certain Trademark Security Agreement, dated as of January 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "2018 Trademark Security Agreement", and, collectively with the 2014 Security Agreement, the "Specified 2014 Security Agreements"), between, among others, the Grantor and the 2014 Security Trustee;

WHEREAS, pursuant to the Specified 2014 Security Agreements, the Grantor assigned, transferred and granted to the 2014 Security Trustee, for the benefit of the Secured Parties (as defined in the 2014 Facility Agreement), a security interest in the Trademark Collateral (as defined below);

WHEREAS, the 2018 Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6247, Frame 0831 on January 11, 2018;

WHEREAS, pursuant to that certain Syndicated Facility Agreement, dated as of May 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "2020 Facility Agreement"), by and among Holdings, the Borrowers, the lenders from time to time parties thereto, and UBS AG, Stamford Branch, as Administrative Agent and as Security Trustee (in such capacity as Security Trustee, the "2020 Security Trustee"), the Grantor entered into (i) that certain Security Agreement, dated as of May 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "2020 Security Agreement"), between, among others, the Grantor and the 2020 Security Trustee and (ii) that certain Trademark Security Agreement, dated as of May 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "2020 Trademark Security Agreement", and, collectively with the 2020 Security Agreement, the "Specified 2020 Security Agreements"), between, among others, the Grantor and the 2020 Security Trustee;

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WHEREAS, pursuant to the Specified 2020 Security Agreements, the Grantor assigned, transferred and granted to the 2020 Security Trustee, for the benefit of the Secured Parties (as defined in the 2020 Facility Agreement), a security interest in the Trademark Collateral;

WHEREAS, the 2020 Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6984, Frame 0714 on June 30, 2020;

WHEREAS, the Grantor has requested that the 2014 Security Trustee and the 2020 Security Trustee enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of (i) any and all right, title and interest that the 2014 Security Trustee may have in the Trademark Collateral for the benefit of the Secured Parties (as defined in the 2014 Facility Agreement) pursuant to the Specified 2014 Security Agreements and (ii) any and all right, title and interest that the 2020 Security Trustee may have in the Trademark Collateral for the benefit of the Secured Parties (as defined in the 2020 Facility Agreement) pursuant to the Specified 2020 Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 2014 Security Trustee and the 2020 Security Trustee hereby agree as follows:

1. <u>Trademark Collateral</u>. "<u>Trademark Collateral</u>" means (i) the trademark set forth on <u>Schedule 1</u> hereto, together with the goodwill connected with the use thereof and symbolized thereby and all rights to obtain renewals and extensions thereof, (ii) any and all license and other agreements in which the Grantor has granted or is granted a license or other right under any of the foregoing, (iii) all rights to sue at law or in equity for any infringement or other violations of any of the foregoing, (iv) all Proceeds (as defined in the 2014 Security Agreement and the 2020 Security Agreement) of any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, and (v) all other rights of any kind accruing under any of the foregoing or pertaining to any of the foregoing throughout the world.

#### 2. Release of Security Interests.

- (a) The 2014 Security Trustee, on behalf of itself and the Secured Parties (as defined in the 2014 Facility Agreement) and their respective successors, legal representatives and assigns, hereby (i) terminates, releases and discharges any and all security interests that it has pursuant to the Specified 2014 Security Agreements in, to and under the Trademark Collateral and (ii) reassigns to the Grantor any and all right, title and interest that the 2014 Security Trustee may have pursuant to the Specified 2014 Security Agreements in, to and under the Trademark Collateral.
- (b) The 2020 Security Trustee, on behalf of itself and the Secured Parties (as defined in the 2020 Facility Agreement) and their respective successors, legal representatives and assigns, hereby (i) terminates, releases and discharges any and all security interests that it has pursuant to the Specified 2020 Security Agreements in, to and under the Trademark Collateral and (ii) reassigns to the Grantor any and all right, title and interest that the 2020 Security Trustee may have pursuant to the Specified 2020 Security Agreements in, to and under the Trademark Collateral.
- 3. <u>Further Assurances</u>. The 2014 Security Trustee and the 2020 Security Trustee agree to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and

TRADEMARK REEL: 007037 FRAME: 0949 all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. <u>Governing Law.</u> THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

[Signature Page Follows]

TRADEMARK REEL: 007037 FRAME: 0950 **IN WITNESS WHEREOF,** the 2014 Security Trustee and the 2020 Security Trustee have caused this Release to be duly executed and delivered as of the date first above written.

# **UBS AG, STAMFORD BRANCH**

as the 2014 Security Trustee and the 2020 Security Trustee

By:\_\_\_\_

Name:

Houssem Daly

Title:

Associate Director

By:\_\_

Name:

Anthony Joseph

Title:

Associate Director

# SCHEDULE 1 to RELEASE OF SECURITY INTERESTS IN TRADEMARK

TRADEMARK							
Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Owner	
USA	DUNGEON BOSS	86398603	18-SEP-2014	5105513	20-DEC-2016	Big Fish Games, Inc.	

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**RECORDED: 08/31/2020**