

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627483

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900587994		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VKGS LLC		12/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	First State Bank		
Street Address:	914 Lake Avenue		
City:	Gothenburg		
State/Country:	NEBRASKA		
Postal Code:	69138		
Entity Type:	Bank: NEBRASKA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5515399	POKERNANZA DOUBLE DOUBLE BONUS	
Registration Number:	5515398	POKERNANZA DEUCES WILD	
Registration Number:	5096762	POKERNANZA	
Registration Number:	4164985	TAB-E	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	16124926842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M290500 ~ 512714-3		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	02/22/2021		

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PATENTS AND TRADEMARKS)

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS AND TRADEMARKS)** (this “**Agreement**”) is made as of December 10, 2020, between the signatories hereto (each, a “**Grantor**”) in favor of **FIRST STATE BANK** (the “**Lender**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of December 10, 2020 (the “**Security Agreement**”), by and among the Grantor, the other Debtors (as defined therein) party thereto and the Lender; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, granted to the Lender, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, 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 agrees as follows:

Section 1. Grant of Security. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby grants to the Lender a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following:

(a) All United States, foreign and multinational patents, certifications of invention, and similar industrial property, design or rights and applications for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto, (ii) all reissues, divisions, continuations, continuations in part, extensions, renewals, and reexaminations thereof, (iii) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present or future infringements or other violations thereof, (iv) all rights to sue for past, present, and future infringements or other violations of any of the foregoing, (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vi) all rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Patents**”).

(b) All United States, foreign and multinational trademarks, service marks, trade names, trade dress, trade styles, corporate and company names, business and fictitious business and Internet domain names, certification marks, service marks, collective marks, logos and other source of business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to (i) all registrations and applications for the registration thereof referred to in **Schedule 1** hereto (but excluding any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed), (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business associated with the use of and symbolized by any of the foregoing, (iv) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, present or future

infringements, dilutions or other violations thereof, (v) all rights to sue for past, present, and future infringements, dilutions or other violations of any of the foregoing, and (vi) all rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademarks**”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (i) any right to use any Trademark, and (ii) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, without limitation, (A) all rights to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (B) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (C) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (D) any and all proceeds of the foregoing.

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

Section 3. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEBRASKA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

Section 5. Forum Selection; Consent to Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE FEDERAL AND STATE COURTS OF THE STATE OF NEBRASKA; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE GRANTOR AND LENDER EACH HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF NEBRASKA FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEBRASKA. THE GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 6. Waiver of Jury Trial. THE GRANTOR, LENDER AND EACH LENDER EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Section 7. Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 11(b) of the Credit Agreement.

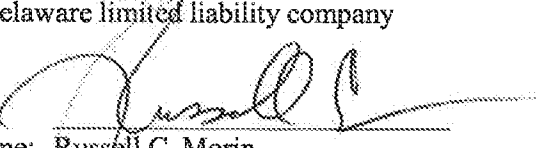
Section 8. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the 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 Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

VKGS LLC,
a Delaware limited liability company

By: 
Name: Russell C. Morin
Title: Chief Financial Officer, Vice President,
Secretary and Authorized Representative

[Signature Page to Intellectual Property Security Agreement (Patents and Trademarks)]

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS AND TRADEMARKS)

Patents

Title	Owner	Patent Number	Issue Date	Application Number	Application Date
Gaming Systems and Methods	VKGS LLC	7,562,875	July 21, 2009	11/241,246	September 30, 2005

Registered Trademarks:

Grantor	Country	Mark	Serial/Registration Number	Filing/Registration Date
VKGS LLC	USA	POKERNANZA DOUBLE DOUBLE BONUS	87584149/5515399	August 25, 2017/July 10, 2018
VKGS LLC	USA	POKERNANZA DEUCES WILD	87584117/5515398	August 25, 2017/July 10, 2018
VKGS LLC	USA	POKERNANZA	86756011/5096762	September 14, 2015/December 6, 2016
VKGS LLC	USA	TAB-E	77950703/4164985	March 4, 2010/June 26, 2012
VKGS LLC	Canada	BUCCANEER BONANZA	TMA734347	September 28, 2004/February 13, 2009
VKGS LLC	Canada	HORSE POWER RACING	TMA736257	September 2, 2004/March 12, 2009
VKGS LLC	Canada	HURRICANE BINGO	TMA734348	September 28, 2004/February 13, 2009
VKGS LLC	Canada	POWERMUTUAL	TMA734421	October 19, 2007/February 13, 2009
VKGS LLC	Canada	SUPER CHAMP	TMA699056	October 19, 2007

Trademark Applications:

None.

Licenses

Software License Agreement dated as of May 31, 2018, by and between Evolve Softworks, LLC, as licensor, and VKGS LLC, as licensee.

Agreement to Grant a License dated May 31, 2015, by and between MPBingo LLC, as licensor, and VKGS LLC, as licensee.

Domain Names

Domain Name	Registrant	Creation Date	Expiration Date	Registrar
bingovideoking.com	VKGS LLC	2/23/2016	2/23/2022	Network Solutions, LLC
pokernanza.com	VKGS LLC	2/7/2018	2/7/2021	Network Solutions, LLC
pokernanza.net	VKGS LLC	2/7/2018	2/7/2021	Network Solutions, LLC
powerbingoking.com	VKGS LLC	3/10/1999	3/10/2021	Network Solutions, LLC
videokingnet.com	VKGS LLC	11/17/2005	11/17/2021	Network Solutions, LLC
videokingnet.net	VKGS LLC	2/26/2017	2/26/2021	Network Solutions, LLC
videokingnetwork.com	VKGS LLC	11/17/2005	11/17/2021	Network Solutions, LLC
videokingnetwork.net	VKGS LLC	11/17/2005	11/17/2021	Network Solutions, LLC
vkgc.net	VKGS LLC	3/11/2010	3/11/2021	Network Solutions, LLC
vkge.com	VKGS LLC	5/25/2004	5/25/2021	Network Solutions, LLC
vkge.net	VKGS LLC	7/4/2018	7/4/2022	Network Solutions, LLC
vkgs.com	VKGS LLC	2/25/2005	2/25/2021	Network Solutions, LLC