

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647373

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900608046

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EVERI PAYMENTS INC.		03/31/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
Internal Address:	JEFFERIES FINANCE LLC, as Collateral Agent
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 81

Property Type	Number	Word Mark
Registration Number:	6277951	EMPIRE DCX
Registration Number:	6277879	MONSTER BET
Serial Number:	90577418	MONEY LINE
Serial Number:	90556005	PITXPRESS
Serial Number:	90550296	GOLD SHOTS
Serial Number:	90542084	LIFT OFF
Serial Number:	90542894	GREAT MOOSE
Serial Number:	90542890	LOCOMOTION
Serial Number:	90528054	CHA-CHING
Serial Number:	90523258	TIGER 7'S
Serial Number:	90523392	TOTAL MELTDOWN
Serial Number:	90518225	SMOKIN TRIPLES
Serial Number:	90518260	STAR MAGIC
Serial Number:	90518247	SMOKIN777
Serial Number:	90510680	MIDNIGHT MATINEE
Serial Number:	90510727	RED ALERT
Serial Number:	90510733	SAPPHIRE SPIN

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90510750	SHAMROCK SPIN
Serial Number:	90501458	GEM PAYS
Serial Number:	90494526	HUNDRED OR GRAND
Serial Number:	90494585	ICE OPALS
Serial Number:	90494721	MELTDOWN
Serial Number:	90492265	EL DORADO THE LOST CITY
Serial Number:	90492272	FOX TROT
Serial Number:	90492258	HOT SPOT 777
Serial Number:	90479139	DOUBLE LEOPARD
Serial Number:	90479126	DOUBLE LOTUS
Serial Number:	90479114	DOUBLE PATRIOT
Serial Number:	90479557	DOUBLE RUBY
Serial Number:	90479568	DOUBLE WOLF
Serial Number:	90477632	DOUBLE JACKPOT
Serial Number:	90477839	DOUBLE JACKPOT BULLSEYE
Serial Number:	90474043	ATOMIC MELTDOWN
Serial Number:	90474061	BLUE RIBBON
Serial Number:	90474387	CASH MACHINE
Serial Number:	90474629	CHRISTMAS
Serial Number:	90474822	DOUBLE CHERRY
Serial Number:	90452638	5X WILD JACKPOT GEMS
Serial Number:	90379499	3X GOLD JACKPOT POWER
Serial Number:	90379492	SHAMROCK 777S JACKPOT POWER
Serial Number:	90379486	PATRIOT EXTRA SPIN
Serial Number:	90379478	BLAZIN' GEMS DELUXE
Serial Number:	90379506	TRIPLE JACKPOT GEMS DELUXE
Serial Number:	90315163	JACKPOT FALLS
Serial Number:	90315174	LION'S DESTINY
Serial Number:	90315184	SEA DRAGON
Serial Number:	90312605	WICKED WHEEL FIRE
Serial Number:	90312615	WICKED WHEEL ICE
Serial Number:	90312640	WICKED WHEEL FIRE & ICE
Serial Number:	90297903	MARCHING WILD STACKS
Serial Number:	90295766	FORTUNE SLIDES
Serial Number:	90253697	ENCHANTED BLESSINGS
Serial Number:	90237808	STAR WHEEL
Serial Number:	90196362	TRILOGY
Serial Number:	90196375	TRILOGY

Property Type	Number	Word Mark
Serial Number:	90196384	
Serial Number:	90187804	AML INTELLIGENCE
Serial Number:	90189359	ULTRA CASCADES
Serial Number:	90138430	CASHNADO
Serial Number:	90138424	CASH GRAB
Serial Number:	90135110	CHINA BLESSINGS
Serial Number:	90112864	WILD LOCK
Serial Number:	90106202	GOLD RUN
Serial Number:	90106186	PLAYER CLASSIC SIGNATURE
Serial Number:	90106301	PLAYER CLASSIC RESERVE
Serial Number:	90082931	TRIOLOGY
Serial Number:	90077626	FLEX FUSION
Serial Number:	90078239	STAR WILD EGYPT
Serial Number:	90078127	STAR WILD OLYMPUS
Serial Number:	90067730	EVERI DIGITAL
Serial Number:	90052234	KEY PAYS
Serial Number:	90036997	STAR JEWELS
Serial Number:	90026470	JADE BLESSINGS
Serial Number:	90003792	CASHCLUB WALLET
Serial Number:	88959717	SUPER JACKPOT GRAND WILD WILD GEMS
Serial Number:	88959696	SUPER JACKPOT GRAND TRIPLE LION
Serial Number:	88959657	SUPER JACKPOT GRAND RED ALERT
Serial Number:	88958451	SUPER JACKPOT GRAND
Serial Number:	88925112	SHAMROCK GOLD
Serial Number:	88925095	TITAN'S FORTUNE
Serial Number:	88923021	BIG ISLAND TREASURES

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: 14158362506

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.

Address Line 4: San Francisco, CALIFORNIA 94105-2933

ATTORNEY DOCKET NUMBER: 382494-000044

NAME OF SUBMITTER: Carissa Bouwer of DLA Piper LLP

SIGNATURE:	/Carissa Bouwer/
DATE SIGNED:	05/17/2021
Total Attachments: 7 source=Everi - TM Security Agreement (2021) [04_21_2020 Credit Agreement] [180233262]#page1.tif source=Everi - TM Security Agreement (2021) [04_21_2020 Credit Agreement] [180233262]#page2.tif source=Everi - TM Security Agreement (2021) [04_21_2020 Credit Agreement] [180233262]#page3.tif source=Everi - TM Security Agreement (2021) [04_21_2020 Credit Agreement] [180233262]#page4.tif source=Everi - TM Security Agreement (2021) [04_21_2020 Credit Agreement] [180233262]#page5.tif source=Everi - TM Security Agreement (2021) [04_21_2020 Credit Agreement] [180233262]#page6.tif source=Everi - TM Security Agreement (2021) [04_21_2020 Credit Agreement] [180233262]#page7.tif	

**TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)**

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2021 (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 April 21, 2020 (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 Term Loan Credit Agreement, dated as of April 21, 2020 (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 and Collateral Agent, 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 undersigned Grantors are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 HOLDINGS INC.
EVERI GAMES HOLDING INC.
EVERI GAMES INC.**

By:  _____

Name: Mark F. Labay
Title: EVP & Chief Financial Officer

EVERI INTERACTIVE LLC

By: Everi Games Inc., its sole member

By:  _____

Name: Mark F. Labay
Title: EVP & Chief Financial Officer

CENTRAL CREDIT, LLC

By: Everi Payments Inc., its sole member

By:  _____

Name: Mark F. Labay
Title: EVP & Chief Financial Officer

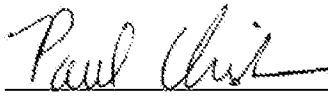
GCA MTL, LLC

By:  _____

Name: Michael D. Wambolz
Title: Chief Executive Officer

[Signature Page for Trademark Security Agreement]

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: Paul Chisholm

Title: Managing Director

[Signature Page for Trademark Security Agreement]

**Schedule I to
Trademark Security Agreement**

Trademark Registrations

Owner	Word Mark	Serial Number	Reg. Number	Reg. Date
EVERI GAMES INC.	EMPIRE DCX	90/091,360	6,277,951	02/23/2021
EVERI GAMES INC.	MONSTER BET	90/071,508	6,277,879	02/23/2021

Active Applications for Trademarks

Owner	Word Mark	Serial Number	Filing Date
EVERI GAMES INC.	MONEY LINE	90/577,418	03/13/2021
EVERI PAYMENTS INC.	PITXPRESS	90/556,005	03/02/2021
EVERI GAMES INC.	GOLD SHOTS	90/550,296	02/26/2021
EVERI GAMES INC.	LIFT OFF	90/542,084	02/23/2021
EVERI GAMES INC.	GREAT MOOSE	90/542,894	02/23/2021
EVERI GAMES INC.	LOCOMOTION	90/542,890	02/23/2021
EVERI GAMES INC.	CHA-CHING	90/528,054	02/12/2021
EVERI GAMES INC.	TIGER 7'S	90/523,258	02/10/2021
EVERI GAMES INC.	TOTAL MELTDOWN	90/523,392	02/10/2021
EVERI GAMES INC.	SMOKIN TRIPLES	90/518,225	02/08/2021
EVERI GAMES INC.	STAR MAGIC	90/518,260	02/08/2021
EVERI GAMES INC.	SMOKIN777	90/518,247	02/08/2021
EVERI GAMES INC.	MIDNIGHT MATINEE	90/510,680	02/04/2021
EVERI GAMES INC.	RED ALERT	90/510,727	02/04/2021
EVERI GAMES INC.	SAPPHIRE SPIN	90/510,733	02/04/2021
EVERI GAMES INC.	SHAMROCK SPIN	90/510,750	02/04/2021
EVERI GAMES INC.	GEM PAYS	90/501,458	02/01/2021
EVERI GAMES INC.	HUNDRED OR GRAND	90/494,526	01/28/2021
EVERI GAMES INC.	ICE OPALS	90/494,585	01/28/2021
EVERI GAMES INC.	MELTDOWN	90/494,721	01/28/2021

Owner	Word Mark	Serial Number	Filing Date
EVERI GAMES INC.	EL DORADO THE LOST CITY	90/492,265	01/27/2021
EVERI GAMES INC.	FOX TROT	90/492,272	01/27/2021
EVERI GAMES INC.	HOT SPOT 777	90/492,258	01/27/2021
EVERI GAMES INC.	DOUBLE LEOPARD	90/479,139	01/21/2021
EVERI GAMES INC.	DOUBLE LOTUS	90/479,126	01/21/2021
EVERI GAMES INC.	DOUBLE PATRIOT	90/479,114	01/21/2021
EVERI GAMES INC.	DOUBLE RUBY	90/479,557	01/21/2021
EVERI GAMES INC.	DOUBLE WOLF	90/479,568	01/21/2021
EVERI GAMES INC.	DOUBLE JACKPOT	90/477,632	01/20/2021
EVERI GAMES INC.	DOUBLE JACKPOT BULLSEYE	90/477,839	01/20/2021
EVERI GAMES INC.	ATOMIC MELTDOWN	90/474,043	01/19/2021
EVERI GAMES INC.	BLUE RIBBON	90/474,061	01/19/2021
EVERI GAMES INC.	CASH MACHINE	90/474,387	01/19/2021
EVERI GAMES INC.	CHRISTMAS	90/474,629	01/19/2021
EVERI GAMES INC.	DOUBLE CHERRY	90/474,822	01/19/2021
EVERI GAMES INC.	5X WILD JACKPOT GEMS	90/452,638	01/07/2021
EVERI GAMES INC.	3X GOLD JACKPOT POWER	90/379,499	12/14/2020
EVERI GAMES INC.	SHAMROCK 777S JACKPOT POWER	90/379,492	12/14/2020
EVERI GAMES INC.	PATRIOT EXTRA SPIN	90/379,486	12/14/2020
EVERI GAMES INC.	BLAZIN' GEMS DELUXE	90/379,478	12/14/2020
EVERI GAMES INC.	TRIPLE JACKPOT GEMS DELUXE	90/379,506	12/14/2020
EVERI GAMES INC.	JACKPOT FALLS	90/315,163	11/12/2020
EVERI GAMES INC.	LION'S DESTINY	90/315,174	11/12/2020
EVERI GAMES INC.	SEA DRAGON	90/315,184	11/12/2020
EVERI GAMES INC.	WICKED WHEEL FIRE	90/312,605	11/11/2020
EVERI GAMES INC.	WICKED WHEEL ICE	90/312,615	11/11/2020
EVERI GAMES INC.	WICKED WHEEL FIRE & ICE	90/312,640	11/11/2020
EVERI GAMES INC.	MARCHING WILD STACKS	90/297,903	11/04/2020
EVERI GAMES INC.	FORTUNE SLIDES	90/295,766	11/03/2020
EVERI GAMES INC.	ENCHANTED BLESSINGS	90/253,697	10/14/2020

Owner	Word Mark	Serial Number	Filing Date
EVERI GAMES INC.	STAR WHEEL	90/237,808	10/06/2020
EVERI PAYMENTS INC.	TRILOGY	90/196,362	09/21/2020
EVERI PAYMENTS INC.	TRILOGY & Design	90/196,375	09/21/2020
EVERI PAYMENTS INC.	TRIOLOGY (CUBE)	90/196,384	09/21/2020
EVERI PAYMENTS INC.	AML INTELLIGENCE	90/187,804	09/17/2020
EVERI GAMES INC.	ULTRA CASCADES	90/189,359	09/17/2020
EVERI GAMES INC.	CASHNADO	90/138,430	08/26/2020
EVERI GAMES INC.	CASH GRAB	90/138,424	08/26/2020
EVERI GAMES INC.	CHINA BLESSINGS	90/135,110	08/25/2020
EVERI GAMES INC.	WILD LOCK	90/112,864	08/13/2020
EVERI GAMES INC.	GOLD RUN	90/106,202	08/11/2020
EVERI PAYMENTS INC.	PLAYER CLASSIC SIGNATURE	90/106,186	08/11/2020
EVERI PAYMENTS INC.	PLAYER CLASSIC RESERVE	90/106,301	08/11/2020
EVERI GAMES INC.	TRILOGY	90/082,931	07/30/2020
EVERI GAMES INC.	FLEX FUSION	90/077,626	07/28/2020
EVERI GAMES INC.	STAR WILD EGYPT	90/078,239	07/28/2020
EVERI GAMES INC.	STAR WILD OLYMPUS	90/078,127	07/28/2020
EVERI GAMES INC.	EVERI DIGITAL	90/067,730	07/22/2020
EVERI GAMES INC.	KEY PAYS	90/052,234	07/14/2020
EVERI GAMES INC.	STAR JEWELS	90/036,997	07/06/2020
EVERI GAMES INC.	JADE BLESSINGS	90/026,470	06/29/2020
EVERI GAMES INC.	CASHCLUB WALLET	90/003,792	06/16/2020
EVERI GAMES INC.	SUPER JACKPOT GRAND WILD WILD GEMS	88/959,717	06/11/2020
EVERI GAMES INC.	SUPER JACKPOT GRAND TRIPLE LION	88/959,696	06/11/2020
EVERI GAMES INC.	SUPER JACKPOT GRAND RED ALERT	88/959,657	06/11/2020
EVERI GAMES INC.	SUPER JACKPOT GRAND	88/958,451	06/10/2020
EVERI GAMES INC.	SHAMROCK GOLD	88/925,112	05/20/2020
EVERI GAMES INC.	TITAN'S FORTUNE	88/925,095	05/20/2020
EVERI GAMES INC.	BIG ISLAND TREASURES	88/923,021	05/19/2020