

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN TRADEMARKS (INDENTURE)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sports Enthusiast Media LLC		08/20/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Notes Collateral Agent		
<b>Street Address:</b>	8 Greenway Plaza, Suite 1100		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77046		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2957259		
<b>Registration Number:</b>	2905190	HEAD2HEAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	99374-10020		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	08/23/2021		
<b>Total Attachments: 5</b>			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), effective as of August 20, 2021, is made by Sports Enthusiast Media LLC, a Delaware limited liability company (the “Grantor”), in favor of U.S. Bank National Association, a national banking association (“U.S. Bank”), as Notes Collateral Agent (the “Agent”) for the Notes Secured Parties (as defined in the Indenture described below).

W I T N E S S E T H

WHEREAS, the Grantor has executed and delivered (i) that certain Assumption Agreement, dated as of the date hereof, by and among, *inter alia*, the Grantor and the Agent, in favor of the Agent for the ratable benefit of the Notes Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Assumption Agreement”), pursuant to that certain Collateral Agreement, dated as of December 30, 2020, by and among, Affinity Interactive (f/k/a Affinity Gaming), a Nevada corporation (“Affinity Interactive”), Affinity Gaming Owner, L.L.C., a Delaware limited liability company (“Holdings”), the Subsidiary Guarantors (as defined in the Indenture, the “Guarantors”), U.S. Bank, as Agent, and the other parties from time to time party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) and (ii) that certain Supplemental Indenture, dated as of the date hereof, by and among, the Additional Grantors (as defined therein) and U.S. Bank as Agent and Trustee (as defined in the Indenture), pursuant to that certain Indenture, dated as of December 30, 2020, by and among, Affinity Interactive, Holdings, the Guarantors from time to time party thereto, U.S. Bank, as Trustee, and the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”);

WHEREAS, pursuant to the Assumption Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Notes Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Notes Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement or the Indenture, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of the Notes Secured Parties, a security interest in and Lien on all of the right, title and interest of the Grantor in all of the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Notes Obligations of the Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart hereof.


SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 7. Capacity of Agent. U.S. Bank National Association is acting under this Agreement solely in its capacity as Agent under the Indenture and not in its individual capacity. In acting hereunder, the Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Indenture, as if such rights, privileges and immunities were set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

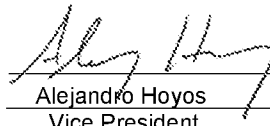
**SPORTS ENTHUSIAST MEDIA LLC,**  
as the Grantor

By:   
Name: Itay Fisher  
Title: President

*[Signature Page to Grant of Security Interests in Trademarks]*

**TRADEMARK**  
**REEL: 007400 FRAME: 0231**

**U.S. BANK NATIONAL ASSOCIATION,**  
as the Agent

By:   
Name: Alejandro Hoyos  
Title: Vice President


*[Signature Page to Grant of Security Interests in Trademarks]*

**TRADEMARK**  
**REEL: 007400 FRAME: 0232**

**SCHEDULE A**

**Trademark Registrations and Applications**

Trademarks:

<b>Mark</b>	<b>App. No./ App. Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner</b>	<b>Status</b>
<i>Design Only</i> 	78395360 02-APR-2004	2957259 31-MAY-2005	SPORTS ENTHUSIAST MEDIA LLC	Registered
HEAD2HEAD	78331421 21-NOV-2003	2905190 23-NOV-2004	SPORTS ENTHUSIAST MEDIA LLC	Registered