

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682797

| | | | |
|---|---|--|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lancaster Bingo Company, LLC | | 10/21/2021 | Limited Liability Company: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank | | |
| Street Address: | 1900 East 9th Street, YB-13-125B | | |
| Internal Address: | Relationship Manager - Arrow | | |
| City: | Cleveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44114 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5084904 | TREASURE HUNT | |
| Registration Number: | 5936646 | LANCASTER BINGO COMPANY WE MAKE WINNINGE | |
| Registration Number: | 5936645 | LANCASTER BINGO COMPANY | |
| Registration Number: | 2492426 | LBC INC THE BINGO STORE ON WHEELS | |
| Registration Number: | 2482262 | THE BINGO STORE ON WHEELS | |
| Registration Number: | 2233095 | INSTANT 13'S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | aprilwhite@paulhastings.com | | |
| Correspondent Name: | Paul Hastings LLP | | |
| Address Line 1: | 4747 Executive Dr., 12th Floor | | |
| Address Line 4: | San Diego, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 99270.00003 | | |
| NAME OF SUBMITTER: | April White | | |
| SIGNATURE: | /April White/ | | |

CH \$165.00 5084904

| | |
|---------------------|------------|
| DATE SIGNED: | 10/21/2021 |
|---------------------|------------|

Total Attachments: 5

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

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2021 (this “Security Interest”), is made by LANCASTER BINGO COMPANY, LLC, an Ohio limited liability company (the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at PNC Bank, National Association, 1900 East 9th Street, YB-13-125B, Cleveland Ohio, 44114, Attention: Relationship Manager – Arrow (the “Grantee”).

WHEREAS, certain of the Grantor’s Affiliates and the Grantee have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of December 21, 2020 (each as amended, restated, supplemented, replaced, increased refinanced or otherwise modified from time to time, collectively, the “Credit Documents”);

WHEREAS, the Grantor, through one or more joinder agreements, has joined one or more of the Credit Documents as a grantor or pledgor, as applicable, on September 20, 2021;

WHEREAS, the Credit Documents require the Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises in the Credit Documents and herein and in order to ensure compliance with the Credit Documents, the receipt and sufficiency of which are hereby acknowledged by the Grantor and the Grantee, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of its Obligations, the Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in, and continuing lien on, all of the right, title and interest of the Grantor in, to and under all of the following property, or in which or to which the Grantor has any rights, title or interest, in each case whether now owned or hereafter from time to time acquired, but excluding any such items which constitute Excluded Property (collectively, the “Trademark Collateral”):

- (i) all Marks owned by Grantor, including, without limitation, the registered and applied for Trademarks listed on Schedule A attached hereto; and
- (ii) all licenses providing for the grant by or to the Grantor of any right under any Mark, including, without limitation, the licenses listed on Schedule A attached hereto.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Security Interest.

SECTION 4. Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Counterparts; Telecopied Signatures. This Security Interest may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart hereof by facsimile or electronic transmission shall be effective as delivery of an original executed counterpart hereof.

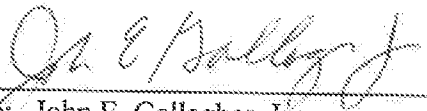
SECTION 6. Governing Law. THIS SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Miscellaneous. In each case subject to the terms of the Credit Documents, (i) this Security Interest shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns, (ii) the Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents, (iii) the Grantor may not (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee, (iv) no amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by the Grantor and the Grantee, (v) no waiver of any provision of this Security Interest, or consent to any departure by the Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee, (vi) each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given and (vii) any provision of this Security Interest which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

LANCASTER BINGO COMPANY, LLC, as
the Grantor

By: 
Name: John E. Gallagher, Jr.
Title: President

[Signature Page to Trademark Security Agreement – LBC]

TRADEMARK
REEL: 007467 FRAME: 0639

PNC BANK, NATIONAL ASSOCIATION,
as the Collateral Agent and the Grantee

By: 

Name: *Dean Newman*

Title: *Senior Vice President*

[Signature Page to Trademark Security Agreement – LBC]

TRADEMARK
REEL: 007467 FRAME: 0640

SCHEDULE A

Registered Marks

| <u>Country</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Mark</u> | <u>Owner</u> |
|----------------|----------------------------|--------------------------|--|------------------------------|
| US | 5084904 | 11/22/2016 | TREASURE HUNT | Lancaster Bingo Company, LLC |
| US | 5936646 | 12/17/2019 | LANCASTER BINGO COMPANY WE MAKE WINNING EASY | Lancaster Bingo Company, LLC |
| US | 5936645 | 12/17/2019 | LANCASTER BINGO COMPANY | Lancaster Bingo Company, LLC |
| US | 2492426 | 9/25/2001 | LBC INC. THE BINGO STORE ON WHEELS | Lancaster Bingo Company, LLC |
| US | 2482262 | 8/28/2001 | THE BINGO STORE ON WHEELS | Lancaster Bingo Company, LLC |
| US | 2233095 | 3/16/1999 | INSTANT 13'S | Lancaster Bingo Company, LLC |