

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accel Entertainment Gaming, LLC		10/22/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Collateral Agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6291110	FSG	
Registration Number:	6291111	FSG 7	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	061312-0006		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/22/2021		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of October 22, 2021 by ACCEL ENTERTAINMENT GAMING, LLC, an Illinois limited liability company (the “**Grantor**”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Amended and Restated Pledge and Security Agreement, dated as of October 22, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among ACCEL ENTERTAINMENT LLC, a Delaware limited liability company (the “**Borrower**”), ACCEL ENTERTAINMENT, INC., a Delaware corporation (“**Holdings**”), the other Grantors party thereto from time to time and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in accordance with the requirements set forth in Section 6.11 of the Credit Agreement and Section 4.5 of the Security Agreement, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment and performance of all Secured Obligations, the Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a continuing lien on and security interest in and to all of its right, title and interest in, to and under all of the following property and other assets (collectively, the “**Trademark Collateral**”):

- (a) the Trademark registrations and registration applications in the USPTO listed on Schedule I attached hereto;
- (b) all extensions or renewals of any of the foregoing;
- (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and
- (e) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit;

provided that in no event shall the Trademark Collateral include any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth

in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor such instruments that the Grantor shall reasonably request to evidence and/or effectuate the termination and release of the pledge, grant, lien and security interest in the Trademark Collateral granted under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "execute," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it (it being understood and agreed that documents signed manually but delivered in ".pdf" or ".tif" format (or other similar formats specified by Collateral Agent) shall not constitute electronic signatures). The Grantor represents and warrants to the Collateral Agent that it has the corporate or other organizational power and authority to execute this Trademark Security Agreement through electronic means and there are no restrictions for doing so in the Organizational Documents of the Grantor.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCEL ENTERTAINMENT GAMING, LLC


By: 
Name: Brian Carroll
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007468 FRAME: 0591

SCHEDULE I to
TRADEMARK SECURITY AGREEMENT

Registered United States Trademarks:

Registered Owner	Mark	Registration Number	Registration Date
ACCEL ENTERTAINMENT GAMING, LLC	FSG (word)	6291110	3/9/2021
ACCEL ENTERTAINMENT GAMING, LLC	FSG 	6291111	3/9/2021

Schedule I

US-DOCS\127202093.4

RECORDED: 10/22/2021

TRADEMARK
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