

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GALAXY GAMING, INC.		11/15/2021	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	FORTRESS CREDIT CORP.		
Street Address:	1345 Avenue of the Americas, 46TH FL		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4017477	TWO WAY	
Registration Number:	6048311	RICOCHET POKER	
Registration Number:	5916294	RICOCHET POKER	
Registration Number:	3918470		
Registration Number:	4004254	PRIME	
Registration Number:	4929250	HIGH CARD FLUSH	
Registration Number:	5901126	GALAXY GAMING	
Registration Number:	3636803	EMPEROR'S TREASURE	
Registration Number:	3424208	EMPEROR'S CHALLENGE	
Registration Number:	6219559	CAJUN STUD	
Registration Number:	2458139	21 + 3	
Registration Number:	2458140	21 + 3	
Serial Number:	88295056	LUCKY LADIES	
Serial Number:	88295053	LUCKY LADIES	
Serial Number:	97106531	BONUS CRAPS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			

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Phone: 3128622000
Email: luis.moreau@kirkland.com
Correspondent Name: KIRKLAND & ELLIS LLP / Luis Moreau
Address Line 1: 300 North LaSalle
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 11553-107

NAME OF SUBMITTER: Luis Moreau

SIGNATURE: /Luis Moreau/

DATE SIGNED: 11/17/2021

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

November 15, 2021

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of the date hereof is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantor*”), in favor of FORTRESS CREDIT CORP., as administrative agent and collateral agent acting for the benefit of the Credit Parties (as defined in the Credit Agreement referred to below) (in such capacities, the “*Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among GALAXY GAMING, INC., a Nevada corporation (the “*Borrower*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and the Agent, the Lenders have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered the Guaranty and Security Agreement, dated as of the date hereof, in favor of the Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”);

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor granted to the Agent, for the benefit of the Credit Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Agent, for the benefit of the Credit Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Guaranty and Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, Grantor's right, title and interest in, to and under all of the Trademarks owned by the Grantor, including, without limitation, those listed on Schedule A hereto, and all income, royalties, proceeds, damages and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses entered into in connection therewith and right to sue for damages and payments for past, present or future infringements thereof, in each case, solely to the extent constituting Collateral (collectively, the "**Trademark Collateral**"), to the Agent, for the benefit of the Credit Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Guaranty and Security Agreement, it is acknowledged and agreed that any "intent-to-use" application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, or any other application for a trademark registration that would otherwise be deemed invalidated, unenforceable, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such application for trademark registration is Excluded Property and shall not be deemed Collateral or Trademark Collateral.

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, for the benefit of the Credit Parties, in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Security Agreement (and all rights and remedies of the Agent and the Credit Parties thereunder) shall remain in full force and effect in accordance with its terms. This Agreement is subject to the provisions of any applicable Customary Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict between the terms of any applicable Customary Intercreditor Agreement and this Agreement, the terms of such Customary Intercreditor Agreement shall govern.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Credit Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with the terms of the Credit Agreement. Upon the termination of this Agreement, the Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. 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.

[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.

GALAXY GAMING, INC.,
as a Grantor

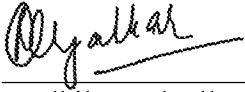
By: 
Name: Harry Hagerty
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007497 FRAME: 0771

ACCEPTED:



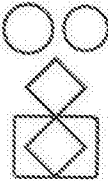

FORTRESS CREDIT CORP.,
as the Agent

By: 
Name: Radhika Hulyalkar
Title: Authorized Signatory

SCHEDULE A


U.S. Trademarks and Applications

REGISTERED TRADEMARKS:

Grantor	Jurisdiction	Copyright	Registration No.	Registration Date
Galaxy Gaming, Inc.	United States	21 + 3	2,458,140	5-Jun-2001
Galaxy Gaming, Inc.	United States	21 + 3 & Design 	2,458,139	5-Jun-2001
Galaxy Gaming, Inc.	United States	CAJUN STUD	6,219,559	15-Dec-2020
Galaxy Gaming, Inc.	United States	EMPEROR'S CHALLENGE	3,424,208	6-May-2008
Galaxy Gaming, Inc.	United States	EMPEROR'S TREASURE	3,636,803	9-Jun-2009
Galaxy Gaming, Inc.	United States	GALAXY GAMING	5,901,126	05-Nov-2019
Galaxy Gaming, Inc.	United States	HIGH CARD FLUSH	4,929,250	29-Mar-2016
Galaxy Gaming, Inc.	United States	PRIME & Design 	4,004,254	2-Aug-2011
Galaxy Gaming, Inc.	United States	Prime Player Area Design 	3,918,470	15-Feb-2011
Galaxy Gaming, Inc.	United States	RICOCHET POKER	5,916,294	19-Nov-2019
Galaxy Gaming, Inc.	United States	RICOCHET POKER	6,048,311	05-May-2020
Galaxy Gaming, Inc.	United States	TWO WAY (Stylized) 	4,017,477	30-Aug-2011

TRADEMARK APPLICATIONS:

Grantor	Jurisdiction	Mark	App. No.	App. Date
Galaxy Gaming, Inc.	United States	BONUS CRAPS	97/106531	03-Nov-2021

Grantor	Jurisdiction	Mark	App. No.	App. Date
Galaxy Gaming, Inc.	United States	LUCKY LADIES	88/295053	08-Feb-2019
Galaxy Gaming, Inc.	United States	LUCKY LADIES & Design 	88/295056	08-Feb-2019