

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733161

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gaming Capital Group LLC		06/08/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	1525 W W.T. Harris Blvd., MAC D1109-019		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262-8522		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6358889	GAMING CAPITAL GROUP	
<b>Registration Number:</b>	6173004	GCG	
<b>Registration Number:</b>	6172800	GCG GAMING CAPITAL GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	049275-0214		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	06/08/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2022, between GAMING CAPITAL GROUP LLC (the “**Grantor**”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, Grantor owns the Trademark Collateral (as defined below);

WHEREAS, GCG Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), the lenders party thereto, Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “**Administrative Agent**”), and the Collateral Agent are parties to that certain Credit Agreement, dated as of June 8, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of June 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Borrower, the other Grantors party thereto and the Collateral Agent for the Secured Parties referred to therein, the Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Collateral Agent for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, to secure its Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) of the Security Agreement) (all of the following items, to the extent constituting Collateral, being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by the Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business exclusively connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control to the extent of the conflict.

The Grantor hereby requests and authorizes the United States Patent and Trademark Office to record this Trademark Security Agreement against the Trademark Collateral.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Collateral Agent will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

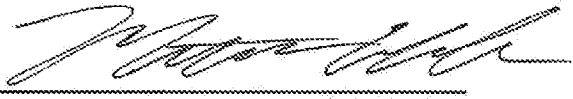
Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

Each of Section 10.10 (*Counterparts*), Section 10.14 (*Governing Law, Jurisdiction, Service of Process*) and Section 10.15 (*Waiver of Right to Trial by Jury*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

*[Remainder of page intentionally blank]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

**GAMING CAPITAL GROUP LLC**

By: 

Name: Matthew S. Weber

Title: President

Acknowledged:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By: 

Name:

Title:



James Perry  
Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007745 FRAME: 0932**

**Schedule 1  
to Trademark  
Security Agreement**

**TRADEMARKS**

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date / Registered Date</u>	<u>Status</u>	<u>Application No. / Registration No.</u>
Gaming Capital Group LLC	GAMING CAPITAL GROUP	17-SEP-2019 / 25-MAY-2021	Registered	88619950 / 6358889
Gaming Capital Group LLC	GCG 	07-NOV-2019 / 13-OCT-2020	Registered	88683792 / 6173004
Gaming Capital Group LLC	GCG GAMING CAPITAL GROUP 	17-SEP-2019 / 13-OCT-2020	Registered	88620027 / 6172800