

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Coin Machine Co.		08/29/2022	Corporation: NEVADA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3986971	SECUREPAY	
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:	08/29/2022		
Total Attachments: 7			
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OP \$40.00 3986971

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of August 29, 2022, by CENTURY GAMING INC., a Montana corporation, GRAND VISION GAMING, LLC, a Montana limited liability company, and UNITED COIN MACHINE CO., a Nevada corporation (each a “**Grantor**” and together, the “**Grantors**”), 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, each 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 each 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 such Grantor and pursuant to which such 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, each 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 each Grantor to the Collateral Agent in the Security Agreement. Each 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 each Grantor such instruments that such 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). Each 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 such 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by each's duly authorized officer as of the date first set forth above.

CENTURY GAMING, INC.
GRAND VISION GAMING, LLC
UNITED COIN MACHINE CO.

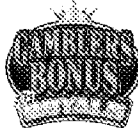


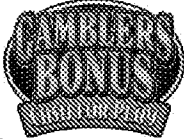

By: 
Name: Mathew Ellis
Title: Treasurer




[Signature Page to the Trademark Security Agreement (Century Gaming Joinder)]


TRADEMARK
REEL: 007834 FRAME: 0863

SCHEDULE I to
TRADEMARK SECURITY AGREEMENT

Registered United States Trademarks:


Record Owner	Mark	Registration Number	Registration Date
Century Gaming, Inc.	GAMBLERS BONUS ROYALS 	6622478	1/18/2022
Century Gaming, Inc.	IREWARDS CASH FOR PLAY ELECTRONIC PLAYER REWARDS 	6720585	5/3/2022
Grand Vision Gaming, LLC	CRIMSON QUEEN	6655073	2/22/2022
Grand Vision Gaming, LLC	REEL ACTION BONUSING POKER	6532081	10/19/2021
Grand Vision Gaming, LLC	YOURSPACE	6702411	4/12/2022
Grand Vision Gaming, LLC	REEL ACTION POKER	6548308	11/2/2021
Grand Vision Gaming, LLC	KENOSAURUS	6262710	2/2/2021
Grand Vision Gaming, LLC	FIREBOLT	6540371	10/26/2021
Grand Vision Gaming, LLC	DEEP SEAS ADVENTURE	6719309	5/3/2022
Grand Vision Gaming, LLC	TOP SPOT	6540316	10/26/2021
Grand Vision Gaming, LLC	PRESTO CHANGE O	6081579	6/16/2020
Century Gaming, Inc.	CGT 	6166854	10/6/2020
Century Gaming, Inc.	CENTURY GAMING TECHNOLOGIES YOUR TRUE GAMING PARTNER	6172446	10/13/2020
Grand Vision Gaming, LLC	POWER RING	6608786	1/4/2022
Century Gaming, Inc.	GAMBLERS BONUS CASH FOR PLAY 	5799131	7/9/2019
Century Gaming, Inc.	ACCUCOUNT	5720753	4/9/2019
Century Gaming, Inc.	ACCUCOUNT 	5720754	4/9/2019
Century Gaming, Inc.	I REWARDS CASH FOR PLAY	5761327	5/28/2019

Record Owner	Mark	Registration Number	Registration Date
			
Grand Vision Gaming, LLC	ENCHANTED GYPSY	6136894	8/25/2020
Grand Vision Gaming, LLC	SLOT POWER	5985332	2/11/2020
Grand Vision Gaming, LLC	CRAWDADDY	5747374	5/7/2019
Century Gaming, Inc.	TRUE TICKET	5729443	4/16/2019
Century Gaming, Inc.	GAMBLERS SELECT	5716934	4/2/2019
Grand Vision Gaming, LLC	POPCORN	5764571	5/28/2019
Grand Vision Gaming, LLC	MOVIE THEATRE	5764572	5/28/2019
Grand Vision Gaming, LLC	BONUS QUADS	5645050	1/1/2019
Grand Vision Gaming, LLC	BONUS QUADS DELUXE	5645049	1/1/2019
Grand Vision Gaming, LLC	POWER TILES	5629110	12/11/2018
Grand Vision Gaming, LLC	PLUS 5 TRIGGER	5638840	12/25/2018
Grand Vision Gaming, LLC	FIREFLY	5602354	11/6/2018
Grand Vision Gaming, LLC	WILDLANDS	5602343	11/6/2018
Grand Vision Gaming, LLC	GVG CONNECT	5238222	7/4/2017
Grand Vision Gaming, LLC	STREET MAGIC	5257529	8/1/2017
Grand Vision Gaming, LLC	5 DECK POKER 	5408185	2/20/2018
Grand Vision Gaming, LLC	BLUE COVE	5172835	3/28/2017
Grand Vision Gaming, LLC	CITY NIGHTS	5330398	11/7/2017
Grand Vision Gaming, LLC	ENCHANTED	5138853	2/7/2017
Grand Vision Gaming, LLC	SIGNATURE SERIES	5330375	11/7/2017
Grand Vision Gaming, LLC	POWER BLAST	5330336	11/7/2017
Grand Vision Gaming, LLC	LAST BLAST	5017847	8/9/2016
Grand Vision Gaming, LLC	JUNGLE TREASURE	5017846	8/9/2016
Grand Vision Gaming, LLC	ANCIENT THUNDER	5291822	9/19/2017
Grand Vision Gaming, LLC	PRAIRIE THUNDER	5413362	2/27/2018
Grand Vision Gaming, LLC	LUCK OF THE BONUS	5070124	10/25/2016
Grand Vision Gaming, LLC	TROPICAL VACATION	5162430	3/14/2017
Grand Vision Gaming, LLC	POWER GRID	5070125	10/25/2016
Grand Vision Gaming, LLC	FEVER ACES	5075074	11/1/2016
Grand Vision Gaming, LLC	CASH DRAW	5075075	11/1/2016
Grand Vision Gaming, LLC	LUCKY TRIDENT	5125296	1/17/2017
Grand Vision Gaming, LLC	PRAIRIE THUNDER	5241976	7/11/2017
Grand Vision Gaming, LLC	3 DECK POKER 	5335801	11/14/2017
Grand Vision Gaming, LLC	COCONUT	5003839	7/19/2016
Grand Vision Gaming, LLC	POWER NOVA	4740640	5/19/2015
Grand Vision Gaming, LLC	IN THE ZONE	4818841	9/22/2015
Grand Vision Gaming, LLC	BOUDREAUX &	5161419	3/14/2017

Record Owner	Mark	Registration Number	Registration Date
	THIBODEAUX		
Grand Vision Gaming, LLC	TRIPLE TRIDENT	4818344	9/22/2015
Grand Vision Gaming, LLC	XVR	4540003	5/27/2014
Grand Vision Gaming, LLC	DOUBLE BLAST	4728170	4/28/2015
Grand Vision Gaming, LLC	POLAR NIGHTS	4923101	3/22/2016
Grand Vision Gaming, LLC	GAME CHANGER	4720710	4/14/2015
Grand Vision Gaming, LLC	BETTER THAN FREE	4464027	1/7/2014
Grand Vision Gaming, LLC	POKER DE VILLE	4472283	1/21/2014
Grand Vision Gaming, LLC	BAYOU BASH	4969041	5/31/2016
Grand Vision Gaming, LLC	TREE SHAKER	4472258	1/21/2014
Grand Vision Gaming, LLC	LUCK OF THE BONUS	4682465	2/3/2015
Grand Vision Gaming, LLC	4 CARD POWER	4314296	4/2/2013
Grand Vision Gaming, LLC	ANCIENT THUNDER	4310290	3/26/2013
Century Gaming, Inc.	SMOOTH PAY	4314297	4/2/2013
Grand Vision Gaming, LLC	FREE DRAW	4188018	8/7/2012
Century Gaming, Inc.	REWARDS PLUS	4180747	7/24/2012
Century Gaming, Inc.	I REWARDS	4207930	9/11/2012
Grand Vision Gaming, LLC	SIMPLE 7S	4191804	8/14/2012
Grand Vision Gaming, LLC	ONE LINER	4158930	6/12/2012
Grand Vision Gaming, LLC	ULTRA 8'S	4147692	5/22/2012
Grand Vision Gaming, LLC	GVG 	3978315	6/14/2011
Grand Vision Gaming, LLC	QUICK CASH	4154963	6/5/2012
Grand Vision Gaming, LLC	GRAND VISION	3978289	6/14/2011
Grand Vision Gaming, LLC	FULL HOUSE MAGIC	4313506	4/2/2013
Grand Vision Gaming, LLC	ULTRAVISION	4094559	1/31/2012
Grand Vision Gaming, LLC	FIRE & ICE	4313483	4/2/2013
Grand Vision Gaming, LLC	KENO SQUARED	4096987	2/7/2012
Grand Vision Gaming, LLC	JUNGLE TREASURE	4046572	10/25/2011
Grand Vision Gaming, LLC	DOODLEBUGGER	4150797	5/29/2012
Grand Vision Gaming, LLC	GRANT MY WISH	3946337	4/12/2011
Grand Vision Gaming, LLC	TROPICAL VACATION	3942318	4/5/2011
Grand Vision Gaming, LLC	POWER GRID	3942317	4/5/2011
Grand Vision Gaming, LLC	HOT QUADS	3949384	4/19/2011
Grand Vision Gaming, LLC	FEVER ACES	3942307	4/5/2011
Grand Vision Gaming, LLC	LAST BLAST	3942308	4/5/2011
Grand Vision Gaming, LLC	PLENTY OF PENGUINS	3942245	4/5/2011
United Coin Machine Co.	SECUREPAY	3986971	6/28/2011
Grand Vision Gaming, LLC	ICE FISH'N	3959673	5/10/2011
Grand Vision Gaming, LLC	ONE MORE TIME	4074794	12/20/2011
Grand Vision Gaming, LLC	POLAR PROGRESSIVE	3924249	2/22/2011
Grand Vision Gaming, LLC	COCONUT KENO	3971726	5/31/2011
Grand Vision Gaming, LLC	PLENTY OF CASH	4139609	5/8/2012
Grand Vision Gaming, LLC	JOKER'S HEADS OR TAILS	3908794	1/18/2011
Grand Vision Gaming, LLC	EVERY WHICH WAY KENO	3812025	6/29/2010
Grand Vision Gaming, LLC	CASH DRAW KENO	3929013	3/8/2011
Grand Vision Gaming, LLC	TRIPLE BALL	3788185	5/11/2010

Record Owner	Mark	Registration Number	Registration Date
Grand Vision Gaming, LLC	POWER NOVA	3719750	12/1/2009
Grand Vision Gaming, LLC	KENO FALLS	3800371	6/8/2010
Grand Vision Gaming, LLC	DOUBLE-UP DEUCES	3790934	5/18/2010
Grand Vision Gaming, LLC	POWER VISION	3911496	1/25/2011

Applied for United States Trademarks:

Applicant	Mark	Serial Number	Application Date
Century Gaming, Inc.	GAMBLERS BONUS KENO-SLOT BINGO 	90683688	4/30/2021
Century Gaming, Inc.	GAMBLERS BONUS CASH FOR PLAY	90548671	2/26/2021