

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754643

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First Eagle Alternative Capital Agent, Inc.		09/02/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FEAC Agent, LLC		
<b>Street Address:</b>	500 Boylston Street		
<b>Internal Address:</b>	Suite 1250		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4800265	YOU CAN'T WIN IT - IF YOU DON'T SPIN IT!	
<b>Registration Number:</b>	4800272	THE RIGHT OPERATOR IS EVERYTHING	
<b>Registration Number:</b>	4909462	COME ON TAKE A \$PIN!	
<b>Registration Number:</b>	4939525	CHOOSING THE RIGHT OPERATOR IS EVERYTHIN	
<b>Registration Number:</b>	5155887	YOU HAVE TO HIT IT TO WIN IT!	
<b>Registration Number:</b>	5261451	COME ON TAKE A \$PIN!	
<b>Registration Number:</b>	5261452	COME ON TAKE A SPIN!	
<b>Serial Number:</b>	86686507	IT'S OKAY TO BE A PLAYER	
<b>Serial Number:</b>	86684959	UNIVERSAL GAMING GROUP	
<b>Serial Number:</b>	86686535	UNIVERSAL GAMING GROUP GU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		

CH \$265.00 4800265

**Address Line 4:** Washington, D.C. 20005

**NAME OF SUBMITTER:** Jean Paterson

**SIGNATURE:** /jep/

**DATE SIGNED:** 09/12/2022

**Total Attachments: 7**

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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

**THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (the “Assignment”) is made and entered into as of September 9, 2022 by FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC. (f/k/a THL Corporate Finance, Inc.), as the original collateral agent (in such capacity, “Assignor”), in favor of FEAC AGENT, LLC, as the successor collateral agent (in such capacity, “Assignee”).

### W I T N E S S E T H

WHEREAS, Assignor is party to that certain Guaranty and Collateral Agreement, dated as of March 23, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), among EUREKA ENTERTAINMENT, LLC, a Delaware limited liability company (“Entertainment”), and EUREKA AMUSEMENTS, LLC, a Delaware limited liability company (“Amusements”; together with Entertainment, collectively, the “Grantors”), and Assignor;

WHEREAS, pursuant to (i) the Guaranty and Collateral Agreement and (ii) the Trademark Security Agreement made by the Grantors in favor of Assignor, recorded at the United States Patent and Trademark Office on March 23, 2018 at Reel/Frame 6301/0371 (the “Trademark Security Agreement”), the Grantors have granted to Assignor a security interest in all of their right, title or interest in or to any and all of the owned Trademarks, including those set forth on Schedule I; and

WHEREAS, pursuant to that certain Resignation, Appointment, Assignment and Amendment Agreement, dated as of July [•], 2022, among the Grantors, Assignor, Assignee and the other parties thereto, Assignor has resigned as collateral agent under the Loan Agreement (as defined in the Guaranty and Collateral Agreement), and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Guaranty and Collateral Agreement and the Trademark Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the owned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Guaranty and Collateral Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Lenders all of its right, title and interest in, to and under the Guaranty and Collateral Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the owned Trademarks, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.
3. Acknowledgment of Grantors. The security interest assigned to Assignee as the new collateral agent for the Lenders pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Guaranty and Collateral Agreement and Trademark Security Agreement,

and the Grantors hereby (i) confirm their grant to Assignee of a security interest in, and lien on, the owned Trademarks to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledge and affirm that the rights and remedies of Assignee with respect to its security interest in, and lien on, the owned Trademarks are more fully set forth in the Guaranty and Collateral Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. Amendment to Trademark Security Agreement. Upon, and after giving effect to, the Assignment, the Trademark Security Agreement is, and shall be deemed to be, amended to reflect the foregoing assignment to change the name of the collateral agent therein from First Eagle Alternative Capital Agent, Inc. to FEAC Agent, LLC, in its capacity as the successor collateral agent.

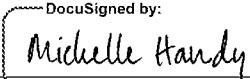
**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

**ASSIGNOR:**

**FIRST EAGLE ALTERNATIVE CAPITAL AGENT,  
INC.,**

as the original collateral agent

By:  \_\_\_\_\_  
Name: Michelle Handy  
Title: Managing Director

**ACCEPTED AND AGREED**

as of the date above first written:

**ASSIGNEE:**

**FEAC AGENT, LLC,**

as the successor collateral agent

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Michelle Handy  
Title: Managing Director

**Schedule I****TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b><u>Country</u></b>	<b><u>Status</u></b>	<b><u>App. No.</u></b>	<b><u>App. Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Mark</u></b>	<b><u>Goods/Services</u></b>	<b><u>Next Deadline</u></b>
United States of America	Registered	86/041496	8/19/2013	4800265	8/25/2015	YOU CANT WIN IT - IF YOU DON'T SPIN IT!	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes  Int. Cl. 37 - Installation, maintenance and repair of gaming equipment, redemption machines and automatic teller machines (ATM)	Declaration of Use / Incontestability Due: 8/25/2021
United States of America	Registered	86/050431	8/28/2013	4800272	8/25/2015	THE RIGHT OPERATOR IS EVERYTHING	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes  Int. Cl. 37 - Installation, maintenance and repair of gaming equipment, redemption machines and automatic teller machines (ATM)	Declaration of Use / Incontestability Due: 8/25/2021
United States of America	Registered	86/284994	5/19/2014	4909462	3/1/2016	COME ON TAKE A SPIN!	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes	Declaration of Use / Incontestability Due: 3/1/2022
United States of America	Registered	86/685788	7/7/2015	4939525	4/19/2016	CHOOSING THE RIGHT OPERATOR IS EVERYTHING	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes  Int. Cl. 37 - Installation, maintenance and repair of gaming equipment, redemption machines	Declaration of Use / Incontestability Due: 4/19/2022

Schedule I

							and automatic teller machines (ATM)	
United States of America	Registered	87/120011	7/28/2016	5155887	3/7/2017	YOU HAVE TO HIT IT TO WIN IT!	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes	Declaration of Use / Incontestability Due: 3/7/2023
United States of America	Registered	86/284984	5/19/2014	5261451	8/8/2017		Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes	Declaration of Use / Incontestability Due: 8/8/2023
United States of America	Registered	86/284986	5/19/2017	5261452	8/8/2017	COME ON TAKE A SPIN!	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes	Declaration of Use / Incontestability Due: 8/8/2023
United States of America	Pending / Allowed	86/686507	7/8/2015	N/A	N/A		Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes	Response to Office Action regarding Statement of Use Due: 4/16/2018
United States of America	Pending / Undergoing Examination	86/684959	7/7/2015	N/A	N/A	UNIVERSAL GAMING GROUP	Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business purposes  Int. Cl. 37 - Installation, maintenance and repair of gaming equipment, redemption machines and automatic teller machines (ATM)	Application Suspended
United States of America	Pending / Undergoing Examination	86/686535	7/8/2015	N/A	N/A		Int. Cl. 35 - Operation of electronic gaming equipment and gaming systems, redemption machines, and automatic teller gaming equipment machines (ATM) for others for business	Application Suspended

Schedule I

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**TRADEMARK**  
**REEL: 007847 FRAME: 0779**



							purposes Int. Cl. 37 - Installation, maintenance and repair of gaming equipment, redemption machines and automatic teller machines (ATM)	
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