

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM774632

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SC INTELLECTUAL CAPITAL, LLC		12/15/2022	Limited Liability Company: SOUTH CAROLINA
SAVVY DOG SYSTEMS, LLC		12/15/2022	Limited Liability Company: WYOMING
PACE LABS, LLC	FORMERLY DOG CREW, LLC	12/15/2022	Corporation: WYOMING
HYPER BRAVO, LLC		12/15/2022	Limited Liability Company: WYOMING
HYPER DELTA, LLC		12/15/2022	Limited Liability Company: WYOMING
PACE-O-MATIC, INC.		12/15/2022	Corporation: WYOMING
HYPER SIERRA, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF ALABAMA, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF DISTRICT OF COLUMBIA, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF FLORIDA, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF ILLINOIS, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF KANSAS, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF KENTUCKY, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF MISSOURI, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF NEW YORK, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF NORTH CAROLINA, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF OHIO, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF PENNSYLVANIA, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF TEXAS, LLC		12/15/2022	Limited Liability Company: WYOMING

OP \$390.00 3182819

Name	Formerly	Execution Date	Entity Type
POM OF UTAH, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF VIRGINIA, LLC		12/15/2022	Limited Liability Company: WYOMING
POM OF WYOMING, LLC		12/15/2022	Limited Liability Company: WYOMING
CROSSFIRE GAMES, LLC		12/15/2022	Limited Liability Company: WYOMING
PACE AIR, LLC		12/15/2022	Limited Liability Company: WYOMING

#### RECEIVING PARTY DATA

<b>Name:</b>	FIFTH THIRD BANK, NATIONAL ASSOCIATION, AS LENDER
<b>Street Address:</b>	3344 Peachtree Road NE, Suite 1000
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	national banking association: UNITED STATES

#### PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3182819	TIC-TAC FRUIT
Registration Number:	6033031	QUEEN OF VIRGINIA SKILL & ENTERTAINMENT
Registration Number:	5980090	LONE STAR SKILL
Registration Number:	6203561	PACE-O-MATIC
Registration Number:	6479658	PACE O MATIC
Registration Number:	6479659	PACE O MATIC
Registration Number:	6033802	DR. GUEBER'S MAD LAB
Registration Number:	6033728	LADY PERIWINKLE'S CURIOUS CONTRAPTION
Registration Number:	6033727	LADY PERIWINKLE'S CURIOUS CONTRAPTION
Serial Number:	87941545	PENNSYLVANIA SKILL
Serial Number:	87941440	PENNSYLVANIA SKILL H N CON 1776
Registration Number:	6497521	MCM ELEMENTS
Registration Number:	6590246	ROUTEBOOST
Registration Number:	6768097	POMI
Registration Number:	6259616	POMI

#### CORRESPONDENCE DATA

Fax Number: 4044435599

*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.*

**TRADEMARK**

**REEL: 007921 FRAME: 0946**

**Phone:** 404-443-5647  
**Email:** cfraser@mcguirewoods.com  
**Correspondent Name:** Carol Fraser, Paralegal  
**Address Line 1:** 1230 Peachtree Street, Suite 2100  
**Address Line 2:** McGuireWoods LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

**ATTORNEY DOCKET NUMBER:** Pace 4507290.0398

**NAME OF SUBMITTER:** Carol Fraser

**SIGNATURE:** //Carol Fraser//

**DATE SIGNED:** 12/15/2022

**Total Attachments: 9**

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## Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of December 15, 2022 (this "Agreement"), is made by **SAVVY DOG SYSTEMS, LLC**, a Wyoming limited liability company ("Savvy Dog"), **PACE LABS, LLC (F/K/A DOG CREW, LLC)**, a Wyoming limited liability company ("Pace Labs"), **HYPER BRAVO, LLC**, a Wyoming limited liability company ("Hyper Bravo"), **HYPER DELTA, LLC**, a Wyoming limited liability company ("Hyper Delta"), **PACE-O-MATIC, INC.**, a Wyoming corporation ("Pace-O-Matic"), **PACE AIR, LLC**, a Wyoming limited liability company ("Pace Air"), **CROSSFIRE GAMES, LLC**, a Wyoming limited liability company ("Crossfire"), **HYPER SIERRA, LLC**, a Wyoming limited liability company ("Hyper Sierra"), **POM OF ALABAMA, LLC**, a Wyoming limited liability company ("PoM AL"), **POM OF DISTRICT OF COLUMBIA, LLC**, a Wyoming limited liability company ("PoM DC"), **POM OF FLORIDA, LLC**, a Wyoming limited liability company ("PoM FL"), **POM OF ILLINOIS, LLC**, a Wyoming limited liability company ("PoM IL"), **POM OF KANSAS, LLC**, a Wyoming limited liability company ("PoM KS"), **POM OF KENTUCKY, LLC**, a Wyoming limited liability company ("PoM KY"), **POM OF MISSOURI, LLC**, a Wyoming limited liability company ("PoM MO"), **POM OF NEW YORK, LLC**, a Wyoming limited liability company ("PoM NY"), **POM OF NORTH CAROLINA, LLC**, a Wyoming limited liability company ("PoM NC"), **POM OF OHIO, LLC**, a Wyoming limited liability company ("PoM OH"), **POM OF PENNSYLVANIA, LLC**, a Wyoming limited liability company ("PoM PA"), **POM OF TEXAS, LLC**, a Wyoming limited liability company ("PoM TX"), **POM OF UTAH, LLC**, a Wyoming limited liability company ("PoM UT"), **POM OF VIRGINIA, LLC**, a Wyoming limited liability company ("PoM VA"), **POM OF WYOMING, LLC**, a Wyoming limited liability company ("PoM WY"), **SC INTELLECTUAL CAPITAL, LLC**, a South Carolina limited liability company ("SCIC"), and, together with Savvy Dog, Pace Labs, Hyper Bravo, Hyper Delta, Pace-O-Matic, Pace Air, Crossfire, Hyper Sierra, PoM AL, PoM DC, PoM FL, PoM IL, PoM KS, PoM KY, PoM MO, PoM NY, PoM NC, PoM OH, PoM PA, PoM TX, PoM UT, PoM VA, and PoM WY, collectively, jointly and severally, the "Grantors" and each individually, a "Grantor"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, as lender (in such capacity, together with its successors and permitted assigns, the "Lender").

**WHEREAS**, the Grantors and Lender have entered into a Credit Agreement, dated as of December 14, 2022 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantors and certain of their Subsidiaries have entered into the Guaranty and Security Agreement, dated as of December 15, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Lender; and

**WHEREAS**, the Security Agreement requires the Grantors to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

**Section 1** Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

**Section 2** Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby pledges, assigns and transfers to the Lender, and grants to the Lender a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its registered Trademarks and all Trademark Licenses for registered Trademarks providing for the grant by or to the Grantors of any right under any Trademark, including those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3**      **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and 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 any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 4**      **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5**      **Grantors Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6**      **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Signatures by facsimile or other electronic transmission (including “pdf” or “tif” format) shall bind the parties hereto.

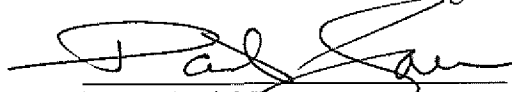
**Section 7**      **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Ohio.

IN WITNESS WHEREOF, each 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.

**SAVVY DOG SYSTEMS, LLC**  
**PACE LABS, LLC**  
**HYPER BRAVO, LLC**  
**HYPER DELTA, LLC**  
**PACE-O-MATIC, INC.**  
**PACE AIR, LLC**

By: PACE-O-MATIC, INC.  
Its: Sole Member and Manager

**HYPER SIERRA, LLC**  
By: HYPERS DELTA, LLC  
Its: Sole Member and Manager

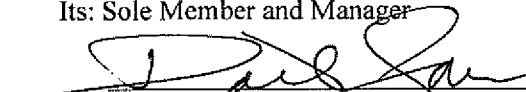


Name: Daniel Jones  
Title: Treasurer and CFO

**POM OF ALABAMA, LLC**  
**POM OF DISTRICT OF COLUMBIA, LLC**  
**POM OF FLORIDA, LLC**  
**POM OF ILLINOIS, LLC**  
**POM OF KANSAS, LLC**  
**POM OF KENTUCKY, LLC**  
**POM OF MISSOURI, LLC**  
**POM OF NEW YORK, LLC**  
**POM OF NORTH CAROLINA, LLC**  
**POM OF OHIO, LLC**  
**POM OF PENNSYLVANIA, LLC**  
**POM OF TEXAS, LLC**  
**POM OF UTAH, LLC**  
**POM OF VIRGINIA, LLC**  
**POM OF WYOMING, LLC**  
**SC INTELLECTUAL CAPITAL, LLC**  
**CROSSFIRE GAMES, LLC**

By: HYPERS SIERRA, LLC  
Its: Manager

By: HYPERS DELTA, LLC  
Its: Sole Member and Manager

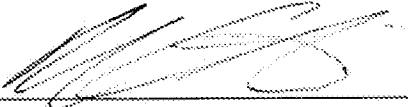


Name: Daniel Jones  
Title: Treasurer and CFO

Acknowledged and Agreed to as of the date hereof:

**LENDER:**

**FIFTH THIRD BANK, NATIONAL ASSOCIATION,  
as Lender**

By: 

Name: Mark Curtin  
Title: Vice President

**SCHEDULE I**

**Trademarks**

**I. REGISTERED TRADEMARKS**

*[See attached Exhibit A]*


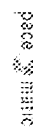


**II. TRADEMARK APPLICATIONS**

*[Include application number and date]*




Exhibit A - TRADEMARKS

Trademark	Owner Name	Country	Goods	Application No.	Filing Date	Registration No.	Registration Date	Status	
TIC-TAC FRUIT	Savvy Dog Systems, LLC A Wyoming LLC 735 Champions Club Drive, Alpharetta, GA 30004	USA	28 Int. Currency activated video games	78/638,332	5/26/2005	3,182,819	12/12/2006	Registered	No assignment on record
QUEEN OF VIRGINIA SKILLS ENTERTAINMENT	Savvy Dog Systems, LLC A Wyoming LLC Suite 340-245 3870 Peachtree Industrial Blvd., Duluth, GA 30096	USA	09 Int. Recorded computer software and firmware for playing games of skill on a computerized platform, including dedicated gaming consoles and video-based coin operated machines 28 Int. Electronic gaming machines featuring games of skill for monetary prizes 41 Int. Leasing of electronic gaming machines, namely, games of skill for monetary prizes	88/618,067	9/16/2019	6,033,031	4/14/2020	Registered	No assignment on record
LONE STAR SKILL	Savvy Dog Systems, LLC A Wyoming LLC Suite 340-245 3870 Peachtree Industrial Blvd., Duluth, GA 30096	USA	09 Int. Recorded computer software and firmware for playing games of skill on a computerized platform, including dedicated gaming consoles and video-based coin operated machines 28 Int. Electronic gaming machines featuring games of skill for monetary prizes	88/618,504	9/16/2019	5,980,090	2/4/2020	Registered	No assignment on record
PAGE-O-MATIC	Page-O-Matic, Inc. A Wyoming Corporation Suite A 3450 Corporate Way, Duluth, GA 30096	USA	42 Int. Design and development of computer game software and firmware; video game development services	88/638,605	10/17/2019	6,203,581	11/24/2020	Registered	No assignment on record

Trademark	Owner Name	Country	Goods	Application No.	Filing Date	Registration No.	Registration Date	Status	
	Pace-O-Matic, Inc. A Wyoming Corporation Suite A 3450 Corporate Way, Duluth, GA 30096	USA	09 Int. Downloadable computer software and firmware for playing games of skill on a computerized platform, including dedicated gaming consoles and video-based coin operated machines; 28 Int. Electronic games of skill for monetary prizes featuring games of skill for monetary prizes; 42 Int. Design and development of computer game software and firmware; video game development services	886666888	10/24/2019	6,473,658	6/7/2021	Registered	No assignment on record
	Pace-O-Matic, Inc. A Wyoming Corporation Suite A 3450 Corporate Way, Duluth, GA 30096	USA	09 Int. Downloadable computer software and firmware for playing games of skill on a computerized platform, including dedicated gaming consoles and video-based coin operated machines; 28 Int. Electronic gaming machines featuring games of skill for monetary prize; 42 Int. Design and development of computer game software and firmware; video game development services	886666892	10/24/2019	6,479,659	6/7/2021	Registered	No assignment on record
	Savvy Dog Systems, LLC A Wyoming LLC Suite 340-245 3870 Peachtree Industrial Blvd., Duluth, GA 30096	USA	09 Int. Computer software and firmware for playing games of skill on a computerized platform, including dedicated gaming consoles and video-based coin operated machines; 28 Int. Electronic gaming machines featuring games of skill for monetary prizes	886645023	10/7/2019	6,033,802	4/14/2020	Registered	No assignment on record
	Savvy Dog Systems, LLC A Wyoming LLC Suite 340-245 3870 Peachtree Industrial Blvd., Duluth, GA 30096	USA	09 Int. Recorded computer software and firmware for playing games of skill on a computerized platform, including dedicated gaming consoles and video-based coin operated machines; 28 Int. Electronic gaming machines featuring games of skill for monetary prizes	886628139	9/24/2019	6,033,728	4/14/2020	Registered	No assignment on record

Trademark	Owner Name	Country	Goods	Application No.	Filing Date	Registration No.	Registration Date	Status	
LADY PERRINKLES CURIOUS CONTRAFTION	Savvy Dog Systems, LLC A Wyoming LLC Suite 449-249 3870 Peachtree Industrial Blvd., Duluth, GA 30098	USA	09 Int. Recorded computer software and firmware for playing games of skill on a computerized platform, including dedicated gaming consoles and video-based coin operated machines 28 Int. Electronic gaming machines featuring games of skill for monetary prizes	886828124	9/24/2018	6 033, 727	4/14/2020	Registered	No assignment on record
PENNSYLVANIA SKILL	Savvy Dog Systems, LLC DBA, Pace-O-Matic, Inc. A Wyoming LLC 4150-B Blue Ridge Industrial Parkway Norcross, GA 30071	USA	09 Int. Computer software and firmware for playing games of skill on a computerized platform, including dedicated gaming consoles and video-based coin operated machines 28 Int. Electronic gaming machines featuring games of skill for monetary prizes 41 Int. Leasing of electronic gaming machines featuring games of skill for monetary prizes	87/941,545	5/30/2018			Pending	No assignment on record
	A Wyoming LLC 4150-B Blue Ridge Industrial Parkway Norcross, GA 30071	USA	09 Int. Computer software and firmware for playing games of skill on a computerized platform, including dedicated gaming consoles and video-based coin operated machines 28 Int. Electronic gaming machines featuring games of skill for monetary prizes 41 Int. Leasing of electronic gaming machines featuring games of skill for monetary prizes	87/941,440	5/30/2018			Pending	No assignment on record
MCM ELEMENTS	Pace-O-Matic, Inc. A Wyoming Corporation Suite A 3450 Corporate Way, Duluth, GA 30096	USA	09 Int. Downloadable game terminal data collection software	90275,086	10/23/2020	6,497,521	9/28/2021	Registered	No assignment on record

Trademark	Owner Name	Country	Goods	Application No.	Filing Date	Registration No.	Registration Date	Status	
ROUTEBOOST	Parse-O-Matic, Inc. A Wyoming Corporation 4430 Corporate Way, Duluth, GA 30096	USA	09 Int. Downloadable game terminal data collection software	90/529,090	2/15/2021	6,560,246	12/14/2021	Registered	No assignment on record
POWI	Savvy Dog Systems, LLC A Wyoming LLC Suite 340-245 3870 Peachtree Industrial Blvd., Duluth, GA 30096	USA	41 Int. Sweepstake services provided over a global computer network	97/053,652	9/30/2021	6,786,097	6/21/2022	Registered	No assignment on record
POWI (Stylized)	 Savvy Dog Systems, LLC A Wyoming LLC Suite 340-245 3870 Peachtree Industrial Blvd., Duluth, GA 30096	USA	41 Int. Sweepstake services; Sweepstake services provided over a global computer network	88/867,388	4/10/2020	6,259,618	2/2/2021	Registered	No assignments on record

TRADEMARK

REEL: 007921 FRAME: 0956

RECORDED: 12/15/2022