

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eureka Entertainment, LLC		12/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	214 North Tryon Street 27th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5155887	YOU HAVE TO HIT IT TO WIN IT!	
Registration Number:	5425746	UNIVERSAL GAMING GROUP GU	
Registration Number:	5519914	IT'S OKAY TO BE A PLAYER	
Registration Number:	5425745	UNIVERSAL GAMING GROUP	
Registration Number:	5261452	COME ON TAKE A SPIN!	
Registration Number:	5261451	COME ON TAKE A \$PIN!	
Registration Number:	4800272	THE RIGHT OPERATOR IS EVERYTHING	
Registration Number:	4800265	YOU CAN'T WIN IT - IF YOU DON'T SPIN IT!	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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>			
Phone:	4045723728		
Email:	AAmicoOlchaskey@KSLAW.com		
Correspondent Name:	Angela Amico Olchaskey		
Address Line 1:	1180 Peachtree Street, NE Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Angela Amico Olchaskey		
SIGNATURE:	/AAmicoOlchaskey/		

CH \$215.00 5155887

DATE SIGNED:	12/20/2022
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2022, is made by EUREKA ENTERTAINMENT, LLC, a Delaware limited liability company (the “Grantor”), in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral agent (in such capacities, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 20, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, Eureka Amusements, LLC, a Delaware limited liability company (together with the Grantor, the “Borrower”), the other guarantors listed on the signature pages hereto (the “Guarantors”), and any other direct and indirect subsidiaries of the Borrower from time to time hereafter made parties thereto (together with the Borrower and the Guarantors, collectively, the “Grantors” and singularly a “Grantor”) to Collateral Agent, in its capacity as collateral agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Security Agreement (as defined in the Credit Agreement) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its United States trademark registrations and applications, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees 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. 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. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page hereof by facsimile or in pdf or similar format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Trademark Security Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature and, when used elsewhere in this Trademark Security Agreement, "electronic transmission," means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


Section 6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

Section 7. Collateral Agent. The Collateral Agent has executed this Agreement as directed under and in accordance with the Credit Agreement and will perform this Agreement solely in its capacity as Collateral Agent as set forth in the Credit Agreement and not individually. In performing under this Agreement, the Collateral Agent shall have all rights, protections, immunities and indemnities granted it under the Credit Agreement. Subject to the terms of the Credit Agreement, the Collateral Agent shall have no obligation to perform or exercise any discretionary act.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, 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.


EUREKA ENTERTAINMENT, LLC,
as Grantor

By: 
Name: G. Russell Poore
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

A handwritten signature in black ink, appearing to read 'J. Hanley', written in a cursive style.

By: _____
Name: James A. Hanley
Title: Vice President

SCHEDULE 1
TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Reg Number</u>	<u>Reg Date</u>	<u>Serial No.</u>	<u>Filing Date</u>
Eureka Entertainment, LLC	YOU HAVE TO HIT IT TO WIN IT!	5155887	03/07/2017	87120011	07/28/2016
Eureka Entertainment, LLC		5425746	03/20/2018	86686535	07/08/2015
Eureka Entertainment, LLC		5519914	07/17/2018	86686507	07/08/2015
Eureka Entertainment, LLC	UNIVERSAL GAMING GROUP	5425745	03/20/2018	86684959	07/07/2015
Eureka Entertainment, LLC	COME ON TAKE A SPIN!	5261452	08/08/2017	86284986	05/19/2014
Eureka Entertainment, LLC		5261451	08/08/2017	86284984	05/19/2014
Eureka Entertainment, LLC	THE RIGHT OPERATOR IS EVERYTHING	4800272	08/25/2015	86050431	08/28/2013
Eureka Entertainment, LLC	YOU CAN'T WIN IT - IF YOU DON'T SPIN IT!	4800265	08/25/2015	86041496	08/19/2013