

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788990

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900750463

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AGS LLC		02/14/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 67

Property Type	Number	Word Mark
Serial Number:	88735459	MATCH SUPER BONUS
Serial Number:	88414394	PAX S
Serial Number:	88582493	PAX S
Serial Number:	88701421	WAR
Serial Number:	97033740	8X CRYSTAL BELLS
Serial Number:	90387015	ATLANTIS RICHES
Serial Number:	97326584	BAYOU BAND
Serial Number:	88671336	88 DA LUN
Serial Number:	88693210	PONTOON 21
Serial Number:	90299072	BUTTERFLY RISE
Serial Number:	97455711	CAI SHEN MAGIC
Serial Number:	97347047	CELESTIAL FORTUNE
Serial Number:	97054443	CLEM'S GEMS
Serial Number:	90907131	CLEO'S CASH
Serial Number:	97371869	CLUSTERCADE
Serial Number:	97436002	COLOSSAL DIAMONDS DELUXE
Serial Number:	97714067	COWBOY'S CACHE
Serial Number:	97526258	CURSED CASH

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	97259702	DANCING FORTUNE
Serial Number:	97527785	DEVILISH DOLLARS
Serial Number:	97364870	DIAMOND BOOST
Serial Number:	97225199	DOLLAR SHOT
Serial Number:	97316777	DOLLAR SHOT DIAMOND
Serial Number:	97312647	DOLLAR SHOT DYNASTY
Serial Number:	97253210	DRAGON FESTIVAL
Serial Number:	90791239	EASTERN DRAGON
Serial Number:	97477656	ECHELON
Serial Number:	97278208	FA CAI SAN XING
Serial Number:	97577564	FIRE CASTLE TREASURE
Serial Number:	90154015	FIZZY FRENZY
Serial Number:	88832723	GOLDEN BOAT
Serial Number:	90532222	GOLDEN GUARDIAN
Serial Number:	88758947	GORILLA HITS
Serial Number:	90754745	KING OF RUBIES
Serial Number:	90298554	LANTERN RISE
Serial Number:	88746802	LEGEND OF MAYA
Serial Number:	88639040	LUCKY GUARDIAN
Serial Number:	88830942	LUCKY NUGGETS
Serial Number:	88830953	LUCKY NUGGETS
Serial Number:	90086090	MEGA BOOST WHEELCHARGE
Serial Number:	90252446	MEGA BOOST WHEELCHARRED
Serial Number:	97468999	MINE BLAST
Serial Number:	97573075	MING DENG
Serial Number:	90243272	MIGHTY POWER
Serial Number:	90052442	MIGHTY WOLF
Serial Number:	90191668	MORE WILDS EXTRA CASH
Serial Number:	90106640	MOUKO
Serial Number:	90112159	MOUKO
Serial Number:	90100590	MUSHA
Serial Number:	90112218	MUSHA
Serial Number:	97514604	PANDA EMPIRE
Serial Number:	90069976	PYRAMID PARTY
Serial Number:	90754732	QUEEN OF EMERALDS
Serial Number:	90258199	QUEEN OF TIDES
Serial Number:	90693295	RAPID BONUS
Serial Number:	88585695	PELE CASH

Property Type	Number	Word Mark
Serial Number:	88411162	WILD CA\$H
Serial Number:	88411169	WILD CA\$H
Serial Number:	88411145	WILD CA\$H
Serial Number:	88411154	WILD CA\$H
Serial Number:	97563213	
Serial Number:	97563221	
Serial Number:	97563227	
Serial Number:	97563233	
Serial Number:	97563236	
Serial Number:	97582076	
Serial Number:	97610992	

CORRESPONDENCE DATA

Fax Number: 2024083141

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.

Phone: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	02/23/2023

Total Attachments: 9

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) dated as of February 14, 2023, is made by AGS LLC, a Delaware limited liability company (the “Pledgor”), in favor of Jefferies Finance LLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of June 6, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among AP GAMING I, LLC (the “Borrower”), each Subsidiary of the Borrower identified therein and JEFFERIES FINANCE LLC, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance when due, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

(i) all Trademarks of the United States, including those listed on Supplement to Schedule I, which shall constitute part of and an addition to Schedule I to the Trademark Security Agreement;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

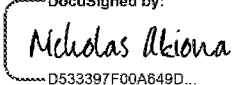
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, including by facsimile or other electronic means, each of which shall constitute an original and all of which shall together constitute one and the same document. Delivery of an executed counterpart of a signature page to this Agreement by .pdf or other electronic form shall be effective as delivery of a manually executed original counterpart of this Agreement. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms 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.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AGS LLC

By: 
Name: Nicholas Akiona
Title: CFO

[Signature Page to Trademark Security Agreement Supplement]

JEFFERIES FINANCE LLC,
as Collateral Agent


By *Peter Cucchiara*
Name: Peter Cucchiara
Title: Senior Vice President

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 007993 FRAME: 0772

Supplement to Schedule I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

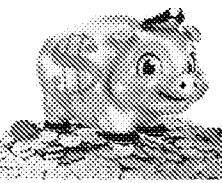
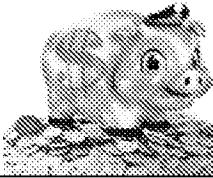

	Mark	Serial No.	Reg. No.	File Date	Owner	Reg. Date	Status
1.	MATCH SUPER BONUS	88735459	6775359	Dec. 20, 2019	AGS LLC	June 28, 2022	No Assignment Filed
2.	PAX S	88/414,394	6608828	May 03, 2019	AGS LLC	Jan. 4, 2022	No Assignment Filed
3.		88/582493	6694648	Aug. 16, 2019	AGS LLC	Apr. 05, 2022	No Assignment Filed
4.	WAR	88701421	N/A	Nov. 21, 2019	AGS LLC	N/A	Notice of Acceptance of Use filed 01.04.2023; no Assn filed
5.	8X CRYSTAL BELLS	97033740	N/A	Sep.17, 2021	AGS LLC	N/A	No Assn. filed; Notice of Allowance mailed on 10.11.2022
6.	ATLANTIS RICHES	90387015	6918997	Dec. 16, 2020	AGS LLC	Dec. 6, 2022	No Assn. filed; Notice of Allowance mailed on 10.11.2022
7.	BAYOU BAND	97326584	N/A	March 23, 2022	AGS LLC	N/A	No Assn. filed
8.	88 DA LUN	88671336	6608947	Oct. 28, 2019	AGS LLC	January 4, 2022	No Assn. filed;
9.	PONTOON 21	88693210	6654230	Nov. 14, 2019	AGS LLC	Feb. 22, 2022	No Assn. filed
10.	BUTTERFLY RISE	90299072	6828621	Nov. 4, 2020	AGS LLC	Aug. 23, 2022	No Assn. filed
11.	CAI SHEN MAGIC	97455711	N/A	June 13, 2022	AGS LLC	N/A	No Assn. filed
12.	CELESTIAL FORTUNE	97347047	N/A	July 26, 2022	AGS LLC	N/A	No Assn. filed
13.	CLEM'S GEMS	97054443	N/A	Sep. 30, 2021	AGS LLC	N/A	No. Assn filed
14.	CLEO'S CASH	90907131	N/A	Aug. 27, 2021	AGS LLC	N/A	No. Assn filed
15.	CLUSTERCAD E	97371869	N/A	Apr. 20, 2022	AGS LLC	N/A	No. Assn filed

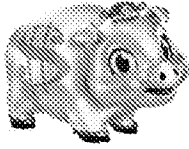
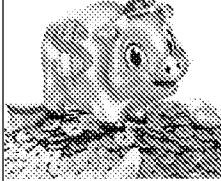

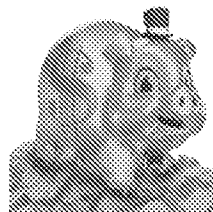
	Mark	Serial No.	Reg. No.	File Date	Owner	Reg. Date	Status
16.	COLOSSAL DIAMONDS DELUXE	97436002	N/A	May 31, 2022	AGS LLC	N/A	No. Assn filed
17.	COWBOY'S CACHE	97714067	N/A	Dec. 12, 2022	AGS LLC	N/A	No. Assn filed
18.	CURSED CASH	97/526258	N/A	July 29, 2022	AGS LLC	N/A	No. Assn filed
19.	DANCING FORTUNE	97/259702	N/A	Feb. 9, 2022	AGS LLC	N/A	No. Assn filed
20.	DEVILISH DOLLARS	97527785	N/A	Jul 31 2022	AGS LLC	N/A	No. Assn filed
21.	DIAMOND BOOST	97364870	N/A	Apr. 15 2022	AGS LLC	N/A	No. Assn filed
22.	DOLLAR SHOT	97225199	N/A	Jan.18, 2022	AGS LLC	N/A	No. Assn filed
23.	DOLLAR SHOT DIAMOND	97316777	N/A	March 17, 2022	AGS LLC	N/A	No. Assn filed
24.	DOLLAR SHOT DYNASTY	97312647	N/A	March 15, 2022	AGS LLC	N/A	No. Assn filed
25.	DRAGON FESTIVAL	97253210	N/A	Feb. 4, 2022	AGS LLC	N/A	No. Assn filed
26.	EASTERN DRAGON	90791239	6731554	June 23, 2021	AGS LLC	May 24, 2022	No. Assn filed
27.	ECHELON	97477656	N/A	June 27, 2022	AGS LLC	N/A	No. Assn filed
28.	FA CAI SAN XING	97278208	N/A	Feb. 22, 2022	AGS LLC	N/A	No. Assn filed
29.	FIRE CASTLE TREASURE	97577564	N/A	Sep. 2, 2022	AGS LLC	N/A	No. Assn filed
30.	FIZZY FRENZY	90154015	6687718	September 2, 2020	AGS LLC	Mar. 29, 2022	No. Assn filed
31.	GOLDEN BOAT	88832723	6754869	March 12, 2020	AGS LLC	June 7, 2022	No Assn
32.	GOLDEN GUARDIAN	90532222	6834951	Feb.17, 2021	AGS LLC	Oct. 19, 2021	No Assn
33.	GORILLA HITS	88758947	6680090	Jan. 14, 2020	AGS LLC	Mar. 22, 2022	No Assn
34.	GOLDEN GUARDIAN	90532222	6834951	Feb.17, 2021	AGS LLC	Oct. 19, 2021	No Assn
35.	GORILLA HITS	88758947	6680090	Jan. 14, 2020	AGS LLC	Mar. 22, 2022	No Assn
36.	KING OF RUBIES	90754745	6919509	June 4, 2021	AGS LLC	Mar 1, 2022	No Assignment filed
37.	KING OF RUBIES	90754745	6919509	June 4, 2021	AGS LLC	Mar 1, 2022	No Assn

Schedule I-2

TRADEMARK
REEL: 007993 FRAME: 0774

	Mark	Serial No.	Reg. No.	File Date	Owner	Reg. Date	Status
38.	LANTERN RISE	90298554	6828616	Nov 4 2020	AGS LLC	N/A	No Assn
39.	LEGEND OF MAYA	88746802	6680077	Jan. 3, 2020	AGS LLC	N/A	No Assn
40.	LUCKY GUARDIAN	88639040	6694679	Oct. 2, 2019	AGS LLC	Apr. 5, 2022	No Assignment filed
41.	LUCKY NUGGETS	88830942	6707895	March 11, 2020	AGS LLC	April 19, 2022	No Assignment filed
42.	LUCKY NUGGETS	88830953	6707896	March 11, 2020	AGS LLC	April 19, 2022	No Assignment filed
43.	MEGA BOOST WHEELCHARGE	90086090	6880609	July 31, 2020	AGS LLC	Oct. 18, 2022	No Assignment filed
44.	MEGA BOOST WHEELCHAR RED	90252446	6901902	Oct. 13, 2020	AGS LLC	Nov. 15, 2022	No Assignment filed
45.	MINE BLAST	97468999	N/A	June 21, 2022	AGS LLC	N/A	No Assignment filed
46.	MING DENG	97573075	N/A	Aug. 31, 2022	AGS LLC	N/A	No Assignment filed
47.	MIGHTY POWER	90243272	6901893	Oct. 8, 2020	AGS LLC	Nov. 15, 2022	No Assignment filed
48.	MIGHTY WOLF	90052442	6873291	July 14, 2020	AGS LLC	Oct. 11, 2022	No Assignment filed
49.	MINE BLAST	97468999	N/A	June 21, 2022	AGS LLC	N/A	No Assignment filed
50.	MORE WILDS EXTRA CASH	90191668	6732693	Sep.18, 2020	AGS LLC	July 20, 2021	No Assignment filed
51.	MOUKO	90106640	6708129	August 11, 2020	AGS LLC	April 19, 2022	No Assignment filed
52.	MOUKO	90112159	6708134	August 13, 2020	AGS LLC	April 19, 2022	No Assignment filed
53.	MUSHA	90100590	6708125	August 7, 2020	AGS LLC	April 19, 2022	No Assignment filed

	Mark	Serial No.	Reg. No.	File Date	Owner	Reg. Date	Status
54.	MUSHA	90112218	6708135	August 13, 2020	AGS LLC	April 19, 2022	No Assignment filed
55.	PANDA EMPIRE	97514604	N/A	July 21, 2022	AGS LLC	N/A	No Assignment filed
56.	PYRAMID PARTY	90069976	6687648	July 23, 2020	AGS LLC	March 29, 2022	No Assignment filed
57.	QUEEN OF EMERALDS	90754732	6919508	Dec. 2022	AGS LLC	N/A	No Assignment filed
58.	QUEEN OF TIDES	90258199	6901910	October 15, 2020	AGS LLC	November 15, 2022	No Assignment filed
59.	RAPID BONUS	90693295	N/A	May 6, 2021	AGS LLC	N/A	No Assignment filed
60.	PELE CASH	88585695	6365115	August 20, 2019	AGS LLC	May 25, 2021	No Assignment filed
61.	WILD CASH	88411162	6234519	May 1, 2019	AGS LLC	December 29, 2020	No Assignment filed
62.	WILD CASH	88411169	6234520	May 1, 2019	AGS LLC	December 29, 2020	No Assignment filed
63.	WILD CASH	88411,145	6228863	May 1, 2019	AGS LLC	December 22, 2020	No Assignment filed
64.	WILD CASH	88411,154	6228864	May 1, 2019	AGS LLC	December 22, 2020	No Assignment filed
65.		97563213	N/A	August 24, 2022	AGS LLC	N/A	No Assignment filed
66.		97563221	N/A	August 24, 2022	AGS LLC	N/A	No Assignment filed
67.		97563227	N/A	Aug. 24, 2022	AGS LLC	N/A	No Assignment filed

	Mark	Serial No.	Reg. No.	File Date	Owner	Reg. Date	Status
68.		97563233		Aug. 24, 2022	AGS LLC	N/A	No Assignment filed
69.		97563236		Aug. 24, 2022	AGS LLC	N/A	No Assignment filed
70.		97582076	N/A	Sep. 07, 2022	AGS LLC	N/A	No Assignment filed
71.		97610992	N/A	Sep. 28, 2022	AGS LLC	N/A	No Assignment filed