

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Galaxy Gaming, Inc.		05/22/2023	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	FORTRESS CREDIT CORP.		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6708140	BONUS CRAPS	
Registration Number:	6950369	GG GALAXY GAMING	
Serial Number:	97243516	LUCKY LADIES	
Serial Number:	97197092	PLAYER'S EDGE	
Serial Number:	97197168	PLAYER'S EDGE 21	
Serial Number:	97195754	TOP 3	
Serial Number:	97196924	TOP 3	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11553/107		
NAME OF SUBMITTER:	NOREEN GOSSSELIN		

CH \$190.00 6708140

SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	05/23/2023
Total Attachments: 6 source=Galaxy - Trademark Security Agreement (2023) (Executed) (5-22-23)#page1.tif source=Galaxy - Trademark Security Agreement (2023) (Executed) (5-22-23)#page2.tif source=Galaxy - Trademark Security Agreement (2023) (Executed) (5-22-23)#page3.tif source=Galaxy - Trademark Security Agreement (2023) (Executed) (5-22-23)#page4.tif source=Galaxy - Trademark Security Agreement (2023) (Executed) (5-22-23)#page5.tif source=Galaxy - Trademark Security Agreement (2023) (Executed) (5-22-23)#page6.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of May 22, 2023 is made by the person signatory hereto (the “*Grantor*”), in favor of FORTRESS CREDIT CORP., as administrative agent and collateral agent acting for the benefit of the Credit Parties (as defined in the Credit Agreement referred to below) (in such capacities, the “*Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of November 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among GALAXY GAMING, INC., a Nevada corporation (the “*Borrower*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and the Agent, the Lenders have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered the Guaranty and Security Agreement, dated as of November 15, 2021, in favor of the Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”);

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor granted to the Agent, for the benefit of the Credit Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement and in furtherance thereof, Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees with the Agent, for the benefit of the Credit Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Guaranty and Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in Grantor’s right, title and interest in, to and under all of the

Trademarks owned by Grantor, including, without limitation, those listed on Schedule A hereto, and all income, royalties, proceeds, damages and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses entered into in connection therewith and right to sue for damages and payments for past, present or future infringements thereof, in each case, solely to the extent constituting Collateral (collectively, the “*Trademark Collateral*”), to the Agent, for the benefit of the Credit Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Guaranty and Security Agreement, it is acknowledged and agreed that any “intent-to-use” application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, or any other application for a trademark registration that would otherwise be deemed invalidated, unenforceable, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such application for trademark registration is Excluded Property and shall not be deemed Collateral or Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent, for the benefit of the Credit Parties, in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Security Agreement (and all rights and remedies of the Agent and the Credit Parties thereunder) shall remain in full force and effect in accordance with its terms. This Agreement is subject to the provisions of any applicable Customary Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict between the terms of any applicable Customary Intercreditor Agreement and this Agreement, the terms of such Customary Intercreditor Agreement shall govern.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Credit Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.


SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with the terms of the Credit Agreement. Upon the termination of this Agreement, the Agent shall at Grantor’s cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GALAXY GAMING, INC.,
a Nevada corporation,
as a Grantor

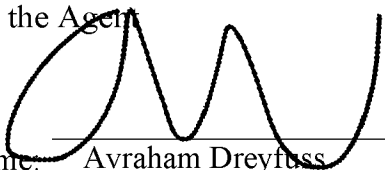
By: 
Name: DANNY E. HAGGERTY
Title: CEO

[Signature Page to Grant of Security Interest in Trademark Rights]

ACCEPTED:

FORTRESS CREDIT CORP.,

as the Agent



By: 
Name: Avraham Dreyfuss
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademarks and Applications

REGISTERED TRADEMARKS:

Grantor	Jurisdiction	Mark	Registration No.	Registration Date
Galaxy Gaming, Inc.	United States	BONUS CRAPS & Design 	6,708,140	19-Apr-2022
Galaxy Gaming, Inc.	United States	GG GALAXY GAMING & Design 	6,950,369	10-Jan-2023

TRADEMARK APPLICATIONS:

Grantor	Jurisdiction	Mark	App. No.	App. Date
Galaxy Gaming, Inc.	United States	LUCKY LADIES & Design (Cl. 28) 	97/243516	28-Jan-2022
Galaxy Gaming, Inc.	United States	PLAYER'S EDGE 	97/197092	30-Dec-2021
Galaxy Gaming, Inc.	United States	PLAYER'S EDGE (LOGO) 	97/197168	30-Dec-2021
Galaxy Gaming, Inc.	United States	TOP 3	97/195754	29-Dec-2021
Galaxy Gaming, Inc.	United States	TOP 3 (LOGO) 	97/196924	30-Dec-2021