

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCA PROMOTIONS, INC.		07/03/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	SUSQUEHANNA STRUCTURED CAPITAL, LLC		
Street Address:	401 CITY AVE		
Internal Address:	SUITE 220		
City:	BALA CYNWYD		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5538683	SCA	
Registration Number:	5422678	SCA PROMOTIONS	
Registration Number:	5412534	GEMS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	136975.000011		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	07/07/2023		
Total Attachments: 9			

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IP SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of July 3, 2023 is made by SCA Promotions, Inc., a Texas corporation (the “*Grantor*”) in favor of SUSQUEHANNA STRUCTURED CAPITAL, LLC, a Delaware limited liability company, as the secured party (the “*Secured Party*”).

WHEREAS, the Secured Party, the Grantor and certain of Grantor’s Affiliates are part to that certain Note Purchase Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “*Note Purchase Agreement*”; capitalized terms used herein shall have the meanings assigned to them in the Note Purchase Agreement unless otherwise defined herein); and

WHEREAS, pursuant to *Article VII* of the Note Purchase Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party, as security for the Obligations a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “*IP Collateral*”):

(a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in *Schedule 1*, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Patents*”);

(b) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed in *Schedule 2*, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Trademarks*”); and

(c) all United States copyrights (whether or not the underlying works of authorship have been published), including copyrights in software and all rights in and to databases, all designs (including industrial designs, Protected Designs within the meaning of 17 U.S.C. 1301 et seq. and

Community designs), and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications listed in *Schedule 3*, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Copyrights*”).

Notwithstanding the above, “IP Collateral” shall not include any Patents, Trademarks or Copyrights if the grant of a security interest therein shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest therein, including any U.S. intent-to-use trademark application prior to the filing and acceptance of a statement of use or affidavit of use in connection therewith, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Note Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement, which is hereby incorporated by reference. The provisions of the Note Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Note Purchase Agreement and the other Note Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

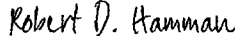
6. Governing Law; Submission to Jurisdiction. THIS IP SECURITY AGREEMENT AND THE SECURITY INTEREST GRANTED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCEPT TO THE EXTENT THAT FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLY. The Grantor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania, and all appropriate appellate courts or, if jurisdiction in such court is lacking, any Commonwealth of Pennsylvania court of competent jurisdiction sitting in Montgomery County, Pennsylvania (and all appropriate appellate courts), in any action or proceeding arising out of or relating to this IP Security Agreement. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this IP Security Agreement shall affect any right that the Secured Party may otherwise have to bring any action or proceeding relating to this IP Security Agreement against the Grantor or its properties in the courts of any

jurisdiction. The Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this IP Security Agreement in any court referred to in this ***Paragraph 6***. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

SCA PROMOTIONS, INC.

DocuSigned by:

By: _____
Name: Robert D. Hamman
Title: President/CEO

Notice Information:

c/o SCA Promotions, Inc.
3030 LBJ Freeway, Suite 300
Dallas, TX 75234
Attention: Robert Hamman
Email: hamman@scapromo.com

Schedule 1

Patents

No.	Description	Application Number	Registration Number
1.	Method and System for the Generation and Validation of Personal Identification Numbers		8,870,084 (10/28/2014)
2.	System and Method for Instant Win Scratch Off Ticket Game with Ticket Sales Maximization Using Secondary Game		11,049,367 (06/29/2021)
3.	System and Method for Generation and Validation of Multigame with Bonus Game Using an Electronic Card		11,100,760 (08/24/2021)
4.	System and Method for Instant Win Scratch Off Ticket Game with Ticket Sales Maximization Using Secondary Game		10,636,254 (04/28/2020)
5.	Network Based Sweepstakes Gaming System Incorporating an Alternative Method of Contestant Entry		10,191,993 (01/29/2019)
6.	Method and System for Enabling Variable Wagers on a Common Drawing Via Assigned Bins While Using a Single Draw Game Ticket for Making a Plurality of Wagers		10,755,521 (08/25/2020)
7.	System and Method for Generating Auditable Secure Seeds from Real-World Data		10,009,180 (06/26/2018)

No.	Description	Application Number	Registration Number
8.	System and Method for Generating Auditable Secure Seeds from Real-World Data		10,599,072 (03/24/2020)
9.	Game-Winner Selection Based on Verifiable Event Outcomes		8,016,662 (09/13/2011)
10.	Authentication of Game Results		7,892,087 (02/22/2011)
11.	System and Method for Playing a Lottery-Type Game		7,155,014 (12/26/2006)
12.	Method and Apparatus for Enabling Variable Wagering Odds on a Common Drawing Via Assigned Bins and Modulo Functions		10,424,152 (09/24/2019)
13.	System and Method for Providing Auditable Secure Seeds to Random Number Generators Across Multiple Entities		10,027,487 (07/17/2018)
14.	System and Method for Generation and Validation of Multi Game Printed Tickets Using Multidimensional Barcodes	PCT US2020058819 (11/04/2020)	
15.	Method and System for Enabling Variable Wagers on a Common Drawing Via Assigned Bins while Using a Single Draw Game Ticket for Making a Plurality of Wagers	PCT US2021014529 (01/22/2021)	

No.	Description	Application Number	Registration Number
16.	System and Method for Instant Win Scratch Off Ticket Game with Ticket Sales Maximization Using Secondary Game	PCT US2020027383 (04/09/2020)	

Schedule 2

Trademarks

No.	Description	Serial Number	Registration Number
1.	SCA		5,538,683 (08/14/2018)
2.	SCA PROMOTIONS		5,422,678 (03/13/2018)
3.	GEMS		5,412,534 (02/27/2018)

Schedule 3

Copyrights

No.	Description	Registration Number	Application Number
1.	Guest Engagement Management System (GEMS) Version 3.34.36.0	TX0008429577 (07/03/2017)	
2.	Instant gold!	VA0001085226 (06/11/2011)	
3.	Instant gold : [game cards]	TX0003631097 (01/22/1993)	
4.	Lucky key	VA0001050116 (06/11/2001)	
5.	Lucky key	VA0001085225 (06/11/2001)	
6.	Millennium money match	VA0001085224 (06/11/2001)	
7.	Money magic	VA0001050115 (06/11/2001)	