

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM837557

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Stryze Group Acquisition I GmbH		09/04/2023	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Victory Park Management, LLC, as Security Agent		
<b>Street Address:</b>	150 N. Riverside Plaza		
<b>Internal Address:</b>	Suite 5200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98138867	HK GAMING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212.940.6562		
<b>Email:</b>	joanne.arnold@katten.com		
<b>Correspondent Name:</b>	Joanne BL Arnold		
<b>Address Line 1:</b>	Katten		
<b>Address Line 2:</b>	50 Rockefeller Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10020-1605		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		
<b>SIGNATURE:</b>	/Joanne BL Arnold/		
<b>DATE SIGNED:</b>	09/07/2023		
<b>Total Attachments: 9</b>			
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**CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES  
INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) dated as of September 4, 2023, by and among The Stryze Group Acquisition I GmbH (“**Obligor**”), to and in favor of Victory Park Management, LLC (“**Victory Park**”), as the security trustee (in such capacity, the “**Security Agent**”) for the benefit of the Secured Parties (as defined in the Facility Agreement described below) (in such capacities, the “**Grantee**”).

WHEREAS, the Obligor (by accession deed dated on or about this Agreement), the other Guarantors, and the Grantee have entered into that certain Facility Agreement, dated as of April 30, 2021 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”);

WHEREAS, the Obligor (by joinder agreement dated on or about this Agreement) and certain other Guarantors have entered into that certain Pledge and Security Agreement, dated as of May 4, 2021 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, the Obligor owns the Trademarks (as defined in the Security Agreement) listed on Exhibit A, which have been applied for, issued by, or registered with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Obligor pledged, assigned and granted to the Grantee a security interest in all of its right, title and interest in, to, and under its Trademarks and agreed to execute and deliver this Agreement for purposes of filing in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Facility Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Agreement is made to secure the satisfactory performance and payment of the Obligations. Upon termination of the Security Agreement pursuant to its express terms, this Agreement shall automatically terminate and all rights the Grantee may have in the Trademarks shall automatically revert in full to the Obligor. Upon such termination, at Obligor’s cost and expense subject to, and in accordance with the Facility Agreement, the Grantee shall promptly, execute, acknowledge, and deliver to the Obligor all reasonably

requested instruments in writing, and do such other acts, in each case, as may be reasonably necessary to effect the release of (and evidence and record the release of) the Lien and security interest in the Trademarks acquired by Grantee under the Security Agreement and this Agreement.

(b) The Obligor hereby pledges, assigns and grants to the Grantee, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Obligor's right, title and interest, to and under the Trademarks listed on Exhibit A, and, to the extent applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of the foregoing, and all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such the Trademarks throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all other rights accruing thereunder or pertaining thereto throughout the world (including all rights of priority and all rights to obtain any of the foregoing rights throughout the world).

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Agreement shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Agreement has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Transaction Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED UNDER AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

6) Intercreditor Agreement. Notwithstanding anything in this Agreement to the contrary, (a) all references to "Security Agent" and "Grantee" herein shall be deemed to also include Victory Park Management, LLC (and its successors and assigns) in its capacity as the Common Security Agent (as defined in the Intercreditor Agreement), all references to the "Secured Parties" herein shall be deemed to also include the other Common Secured Parties (as defined in the Intercreditor Agreement) and all references to the "Facility Agreement" herein shall be deemed to also include the Convertible Loan Facility Agreement and (b) in the event of any conflict between the terms of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.

- 7) German Enforcement Limitation. Any enforcement action in respect of Collateral granted by the Obligor following the occurrence of an Enforcement Event (including pursuant to Section 5 of the Security Agreement) shall be subject to the limitations set out in this section (the “German Enforcement Limitation”):

For purposes of this paragraph:

"GmbHG" means the German Limited Liability Companies Act (Gesetz betreffend die Gesellschaften mit beschränkter Haftung);

"Demand Date" means each date upon which the Security Agent notifies its intention to enforce the Collateral to the Obligor;

"HGB" means the German Commercial Code (Handelsgesetzbuch);

"PLTA" means a profit transfer agreement (Gewinnabführungsvertrag) in accordance with Article 291 para (1) of the German Stock Corporation Act (Aktiengesetz); and

(a) To the extent that the Collateral is granted by the Obligor and the Collateral secures liabilities which are owed by direct or indirect shareholders of Obligor or Subsidiaries of such shareholders (such Subsidiaries not to include the Obligor and the Subsidiaries which are Subsidiaries of the Obligor), the Security Agent agrees not to enforce the Collateral in respect of such amount:

(i) as is required to ensure that the amount of the Obligor's net assets, calculated as the sum of the balance sheet positions shown under section 266 (2) (A), (B), (C), (D) and (E) HGB less the sum of the amounts shown under balance sheet positions shown under section 266 (3) (B), (C), (but disregarding, for the avoidance of doubt, any provisions in respect of the Obligor's obligations under the Security Agreement and any other guarantee and indemnity given under any other Finance Document, (D) and (E) HGB and any amounts not available for distribution to its shareholders in accordance with section 253 (6) or section 268 (8) HGB, does not fall below the amount of its registered share capital (Stammkapital); or

(ii) where the amount of the relevant GmbH Pledgor's net assets already is below the amount of its registered share capital (Stammkapital), as is required as to ensure that such amount is not further reduced.

(b) The limitations in paragraph (a) above will not apply:

(i) to any amounts which correspond to funds that have been borrowed under the Facility Agreement and have been on-lent to, or otherwise been passed on to, the Obligor or any of its Subsidiaries to the extent that any such on-lent or passed-on amount is still outstanding at the Demand Date or other financial accommodation made available to, or bank guarantees issued for the benefit of creditors of, the Obligor or a Subsidiary of the Obligor by a Lender or an Ancillary Lender under the Finance Documents and provided that, if this first sentence of this paragraph applies, the Security Agent waives with binding effect on the Parties the restrictions set out in Clause 19.9 (Deferral of Guarantors' rights) of the Facility Agreement or similar rights under the Security Agreement in respect of the

Obligor's (and any other restrictions contained in any Finance Document in respect of the Obligor's right to set off its) recourse claim (if any) arising as a result of the enforcement of the Collateral so that it shall be permitted for the Obligor to make use of its rights to set off its recourse claim (if any) against the loan obligation in respect of the amounts on-lent to it. For the avoidance of doubt, the Security Agent may elect not to waive the restrictions set out in Clause 19.9 (Deferral of Guarantors' rights) of the Facility Agreement or similar restrictions set out under the Security Agreement in respect of the Obligor's (and any other restrictions contained in the Finance Documents in respect of the Obligor's right to set off) recourse claim (if any) arising as a result of the enforcement of the Collateral against that Obligor provided that if the Security Agent so elects the limits in paragraphs (a)(i) and (a)(ii) of this section apply in relation to any amounts which correspond to funds that have been borrowed under the Facility Agreement and have been on-lent to, or otherwise been passed on to, the Obligor or any of its Subsidiaries;

(ii) if following the Demand Date the Obligor does not provide financial statements in accordance with paragraphs (c), (d) and (e) below;

(iii) if and to the extent for any other reason (including, without limitation, as a result of a change in the relevant rules of law) the deficit (Unterbilanz) referred to under paragraphs (a)(i) and (a)(ii) above does not constitute a breach of the Obligor's obligations to maintain its registered share capital pursuant to sections 30 et seq. GmbHG or does not result in a personal liability of the managing directors (Geschäftsführer) of the Obligor including pursuant to section 43 GmbHG, each as amended, supplemented and/or replaced from time to time;

(iv) if on the Demand Date the New Pledgor is party to a PLTA (as dominated entity) other than where despite the existence of such PLTA there would be a violation of sections 30 or 31 GmbHG; or

(v) if and to the extent the Obligor holds on the Demand Date a fully recoverable indemnity claim or claim for refund (vollwertiger Gegenleistungs- oder Rückgewähranspruch) against its shareholder that can be accounted for in the balance sheet of the Obligor at full value (vollwertig).

(c) For the purpose of the calculation of the net assets of the Obligor, the following balance sheet items shall be disregarded:

(i) the amount of any increase of the Obligor's registered share capital after the date of the Facility Agreement (1) if and to the extent it has been effected without the prior written consent of the Security Agent, or (2) if and to the extent that it is not fully paid up provided that the corresponding claim against the shareholders is not accounted for as an asset in the balance sheet of the Obligor at the Demand Date; and

(ii) loans provided to the Obligor by a Group Member if such loans are subordinated (for the benefit of its creditors in general) or are considered as subordinated in an insolvency proceeding over its assets pursuant to section 39 sub-section 1 no. 5 of the German Insolvency Code, unless a waiver of the repayment claim of the relevant Group Member granting such loan, the contribution of such repayment claim in the capital reserves of the Obligor, and any other way of extinguishing the loan (e.g. by assignment

to the borrower under that loan) would violate mandatory legal restrictions applicable to the relevant Group Member or is prohibited under the terms of any Finance Document and provided that, if such Group Member is a Guarantor and/or a grantor of Transaction Security, the corresponding amount of the payment claim of that Group Member shall be disregarded when calculating the net assets (if applicable) of that Group Member in connection with the enforcement of the Transaction Security created by that Group Member. The first sentence of this paragraph shall not apply if the Security Agent notifies the Obligor that it elects to enforce the Transaction Security against that other Group Member and the aforementioned payment claim is taken into account when calculating that other Group Member's net assets (if applicable) available for such enforcement; and

(iii) loans or other liabilities incurred in gross negligent or willful violation of the provisions of the Facility Agreement shall be disregarded.

(d) The Obligor shall deliver (within 15 Business Days following the Demand Date) to the Security Agent a notification stating that and to which extent the amount payable in respect of its Secured Obligations shall be limited in accordance with paragraphs (a)(i) and (a)(ii) above and taking into account the adjustments in paragraph (c) above, such notification to be supported by evidence reasonably satisfactory to the Security Agent, i.e. interim financial statements (Stichtagsbilanz) showing the balance sheet positions mentioned in paragraph (c)(i) above (taking into account the adjustments in paragraph (c) above) as of the date on which the enforcement of the obligations under the Security Agreement is sought (as set forth above, the "Management Determination").

(e) Following the Security Agent's receipt of the Management Determination, upon the Security Agent's request (acting reasonably) (the "Security Agent's Request"), the Obligor will deliver (within 20 Business Days following receipt of the Security Agent's Request) to the Security Agent an up-to-date balance sheet drawn-up by the Auditors together with a determination of the net assets. Such balance sheet and determination of net assets shall be prepared in accordance with accounting principles pursuant to the HGB, be based on the same principles that were applied when establishing the previous year's balance sheet and take into account the adjustments in paragraph (c) above. The determination by the Auditors (as set forth above, the "Auditors' Determination") pertaining to the Obligor shall have been prepared as of the Demand Date.

(f) The Security Agent shall be entitled to enforce the Collateral in an amount which would, in accordance with the Management Determination or, if applicable and taking into account any previous enforcement in accordance with the Management Determination, the Auditors' Determination, not cause the Obligor's net assets to be reduced below the registered share capital of the Obligor or further reduced if already below such registered share capital. If (A) and to the extent the net assets as determined by the Auditors' Determination are lower than the amount enforced in accordance with the Management Determination or (B) the Secured Obligations have been enforced without regard to the limitations set out in paragraphs (a)(i) and (a)(ii) above because (x) the Management Determination was not delivered within the relevant time frame or (y) the Auditors' Determination was not delivered within the relevant time frame but has been delivered within 20 Business Days following the due date for the delivery of the Auditors' Determination, the Security Agent shall without undue delay repay to the Obligor upon written demand of the Obligor any amount (if and to the extent not already paid to the Finance Parties or any of them) in the case of (A) equal to the difference between the amount of Collateral

enforced and the amount enforceable resulting from the Auditors' Determination, and in the case of (B) above, which the Security Agent would not have been entitled to enforce had the Management Determination and the Auditors' Determination been delivered in time provided such demand for repayment is made to the Security Agent within 6 months (Ausschlussfrist) from the date the Collateral (or parts thereof) is enforced. The Security Agent may withhold any amount received pursuant to an enforcement of the Collateral until final determination of the amount of the net assets pursuant to the Auditors' Determination.

(g) If pursuant to the Auditors' Determination the amount of the available net assets is higher than that set out in the Management Determination, the Security Agent may enforce Collateral equal to such higher amount.

(h) In a situation where the Obligor does not have sufficient net assets to maintain its registered share capital the Obligor shall within three months after a written request by the Security Agent, to the extent commercially justifiable, dispose of all assets which are not necessary for its business (nicht betriebsnotwendig) where the relevant assets are shown in the balance sheet of the Obligor with a book value which (in the reasonable opinion of the Security Agent) is significantly lower than the market value of such assets. After the expiry of such three months period the Obligor shall, within three Business Days, notify the Security Agent of the amount of the net proceeds from the sale and submit a statement with a new calculation of the amount of the net assets of the relevant GmbH Pledgor taking into account such proceeds. Such calculation shall, upon the Security Agent's request (acting reasonably), be confirmed by one of the auditors of the Obligor within a period of 20 Business Days following the request.

(i) The limits set out in paragraphs (a)(i) and (a)(ii) above do not affect the rights of the Finance Parties to enforce the Collateral again at a later point in time if and to the extent that the restriction set out paragraphs (a)(i) and (a)(ii) above would allow this at that later point.

*[Signature pages to follow]*



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

**THE STRYZE GROUP ACQUISITION I  
GMBH**

By: christoph@razor-group.com  
Name: christoph@razor-group.com  
Title: CFO, Managing Director

**SECURITY AGENT:**

**VICTORY PARK MANAGEMENT, LLC,**  
as Security Agent

By: Scott R. Zemnick  
Name: Scott R. Zemnick  
Title: Manager

Exhibit A

Trademarks

<b>Trademark</b>	<b>Application Number</b>	<b>Application date</b>
HK Gaming	98138867	August 18, 2023