

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM846230

|                                   |  |                            |  |
|-----------------------------------|--|----------------------------|--|
| <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>                     |
| WINSYS IP HOLDINGS LLC            |  | 09/29/2023                 | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |  |                            |  |
| <b>Name:</b>                      | Fortress Credit Corp., as Collateral Agent |                            |  |
| <b>Street Address:</b>            | 1345 Avenue of the Americas                |                            |  |
| <b>Internal Address:</b>          | 46th Floor                                 |                            |  |
| <b>City:</b>                      | New York                                   |                            |  |
| <b>State/Country:</b>             | NEW YORK                                   |                            |  |
| <b>Postal Code:</b>               | 10105                                      |                            |  |
| <b>Entity Type:</b>               | Corporation: DELAWARE                      |                            |  |
| <b>PROPERTY NUMBERS Total: 18</b> |  |                            |  |
| <b>Property Type</b>              | <b>Number</b>                              | <b>Word Mark</b>           |  |
| <b>Registration Number:</b>       | 6603288                                    | INTELLIA                   |  |
| <b>Registration Number:</b>       | 6414376                                    | PLAYSAFE                   |  |
| <b>Registration Number:</b>       | 6481709                                    | PLAYSAFE                   |  |
| <b>Registration Number:</b>       | 6989202                                    | WIGOS                      |  |
| <b>Registration Number:</b>       | 7165293                                    | GODDESS LINK               |  |
| <b>Registration Number:</b>       | 7160110                                    | GOLD CLUB                  |  |
| <b>Registration Number:</b>       | 7145682                                    | SUNSTRIKER                 |  |
| <b>Registration Number:</b>       | 5331048                                    | WINUP BRANDING YOUR CASINO |  |
| <b>Serial Number:</b>             | 97607843                                   | MICO                       |  |
| <b>Serial Number:</b>             | 97598519                                   | WINUP WALLET               |  |
| <b>Serial Number:</b>             | 90762796                                   | LINK 2 WIN                 |  |
| <b>Serial Number:</b>             | 90803844                                   | TOP DIAMONDS               |  |
| <b>Serial Number:</b>             | 90803776                                   | GOLD CLUB SYMPHONY         |  |
| <b>Serial Number:</b>             | 90831709                                   | SUBLIME                    |  |
| <b>Serial Number:</b>             | 97510887                                   | GORILAND LINK              |  |
| <b>Serial Number:</b>             | 97165630                                   | WIN SYSTEMS                |  |
| <b>Serial Number:</b>             | 97165636                                   | W WINSYSTEMS               |  |
| <b>Serial Number:</b>             | 97975058                                   | WIN SYSTEMS                |  |

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**CORRESPONDENCE DATA****Fax Number:** 3128622200*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:** 3128628738**Email:** michelle.nowicki@kirkland.com**Correspondent Name:** Michelle Nowicki**Address Line 1:** 300 N. LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654

|                                |                    |
|--------------------------------|--------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 11553-80           |
| <b>NAME OF SUBMITTER:</b>      | Michelle Nowicki   |
| <b>SIGNATURE:</b>              | /Michelle Nowicki/ |
| <b>DATE SIGNED:</b>            | 10/16/2023         |

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made and entered into as of September 29, 2023 (this "Trademark Security Agreement"), by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **FORTRESS CREDIT CORP.** ("**Fortress**"), as Collateral Agent (as defined below).

### RECITALS:

**WHEREAS**, reference is made to that certain Second Amended and Restated Credit and Guaranty Agreement, dated as of September 29, 2023, (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"), by and among **WIN NEWCO HOLDINGS US LLC**, a Delaware limited liability company ("Holdings"), **WINSYS GROUP, LLC**, a Delaware limited liability company ("Company"), as borrower, certain Subsidiaries of the Company, as Guarantors, the Lenders party thereto from time to time, Fortress, as administrative agent (in such capacity, together with its successors and assigns, "Administrative Agent") and collateral agent (in such capacity, together with its successors and assigns, "Collateral Agent") for the Lenders and as a Joint Lead Arranger and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as a Joint Lead Arranger; and

**WHEREAS**, the members of the Secured Parties are willing to make the financial accommodations to Company as provided for in the Credit Agreement and the other documents executed in connection therewith, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of October 10, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Pledge and Security Agreement"); and

**WHEREAS**, pursuant to the Pledge and Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Pledge and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark IP License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the applicable Grantors, or all of them, to Collateral Agent, the other members of the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

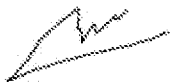
6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW SET FORTH IN SECTION 11 OF THE PLEDGE AND SECURITY AGREEMENT, AND SUCH PROVISION IS INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*[Signature Page Follows]*

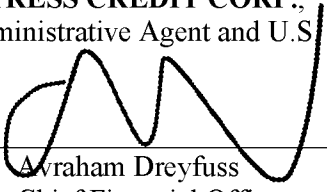
**IN WITNESS WHEREOF**, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**WINSYS IP HOLDINGS LLC,**

By:   
Name: Dario Zutel  
Title: Manager

**AGREED AND ACCEPTED TO:**

**FORTRESS CREDIT CORP.,**  
as Administrative Agent and U.S. Collateral Agent

By:   
Name: Abraham Dreyfuss  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

*Trademark Registrations*

| <b>Grantor</b>          | <b>Record Owner**</b>                                    | <b>Mark</b>                | <b>Country</b> | <b>Appln. No.</b> | <b>Appln. Date</b> | <b>Reg. No.</b> | <b>Reg. Date</b> |
|-------------------------|--|----------------------------|----------------|-------------------|--------------------|-----------------|------------------|
| Winsys IP Holdings LLC  | Win Systems International Holdings Inc.                  | Intellia                   | USA            | 87066789          | 06/09/2016         | 6603288         | 12/28/2021       |
| Winsys IP Holdings LLC  | Winsys IP Holdings LLC                                   | Play Safe                  | USA            | 88918802          | 05/15/2020         | 6,414,376       | 07/13/2021       |
| Winsys IP Holdings LLC  | Winsys IP Holdings LLC                                   | Play Safe                  | USA            | 88918781          | 05/15/2020         | 6,481,709       | 09/14/2021       |
| Winsys IP Holdings LLC  | Winsys IP Holdings LLC                                   | Wigos                      | USA            | 97105371          | 11/02/2021         | 6989202         | 02/28/2023       |
| Winsys IP Holdings LLC  | Winsys IP Holdings LLC                                   | Goddess Link               | USA            | 97105386          | 11/02/2021         | 7,165,293       | 09/12/2023       |
| Winsys IP Holdings LLC  | Winsys IP Holdings LLC                                   | Gold Club                  | USA            | 97042792          | 09/23/2021         | 7,160,110       | 09/12/2023       |
| Winsys IP Holdings LLC  | Win Technologies Limited                                 | Sunstriker                 | USA            | 97820312          | 03/02/2023         | 7145682         | 08/22/2023       |
| Winsys IP Holdings LLC  | Hit, d.o.o. Nova Gorica (record owner change in process) | Chinese Roulette           | USA            | 79202295          | 06/07/2016         | 5382907         | 01/23/2018       |
| Winsys IP Holdings, LLC | Winsys IP Holdings, LLC                                  | WINUP BRANDING YOUR CASINO | USA            | 87171849          | 9/14/2016          | 5331048         | 11/7/2017        |

*Trademark Applications*

| <b>Grantor</b>         | <b>Record Owner</b>    | <b>Trade Mark</b> | <b>Country</b> | <b>Application #</b> |
|------------------------|------------------------|-------------------|----------------|----------------------|
| Winsys IP Holdings LLC | Winsys IP Holdings LLC | MICO              | USA            | 97607843             |



| Grantor                | Record Owner           | Trade Mark         | Country | Application #             |
|------------------------|------------------------|--------------------|---------|---------------------------|
| Winsys IP Holdings LLC | Winsys IP Holdings LLC | WINUP WALLET       | USA     | 97598519<br>Intent to Use |
| Winsys IP Holdings LLC | Winsys IP Holdings LLC | Link 2 Win         | USA     | 90762796<br>Intent to Use |
| Winsys IP Holdings LLC | Winsys IP Holdings LLC | Top Diamonds       | USA     | 90803844<br>Intent to Use |
| Winsys IP Holdings LLC | Winsys IP Holdings LLC | Gold Club Symphony | USA     | 90803776<br>Intent to Use |
| Winsys IP Holdings LLC | Winsys IP Holdings LLC | SUBLIME            | USA     | 90831709<br>Intent to Use |
| Winsys IP Holdings LLC | Winsys IP Holdings LLC | GORILAND LINK      | USA     | 97510887<br>Intent to Use |
| Winsys IP Holdings LLC | Winsys IP Holdings LLC | Win Systems        | USA     | 97165630                  |
| Winsys IP Holdings LLC | Winsys IP Holdings LLC | W Win Systems      | USA     | 97165636<br>Intent to Use |
| Winsys IP Holdings LLC | Winsys IP Holdings LLC | Win Systems        | USA     | 97975058                  |

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