

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI94589

<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>
ECLIPSE GAMING SYSTEMS, LLC		03/08/2024	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	EAST WEST BANK		
<b>Street Address:</b>	535 Madison Avenue, 8th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Banking Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98085170	ROUGHNECK RICHES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>	3125778265		
<b>Email:</b>	kristin.brozovic@katten.com		
<b>Correspondent Name:</b>	Kristin Brozovic		
<b>Address Line 1:</b>	525 W Monroe St		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	332779-110		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	Kristin Brozovic		
<b>DATE SIGNED:</b>	03/14/2024		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of March 8, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by ECLIPSE GAMING SYSTEMS, LLC, a Texas limited liability company (the “Grantor”), in favor of EAST WEST BANK (the “Lender”).

Reference is made to that certain Credit Agreement dated as of May 4, 2023 among Grantor and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Reference is also made to that certain Security Agreement dated as of May 4, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantor and the other parties thereto in favor of the Lender.

The Lender has agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit.

Accordingly, 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 Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to the Lender, its successors and assigns, a security interest in, all of Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any Intent-to-Use Applications to the extent that, and solely during the period in which, the grant of a security interest therein

would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such Intent-to-Use Applications matures into an Actual Use Application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such Intent-to-Use Application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use Application.

SECTION 3. ***Security Agreement.*** The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to its choice of law rules).

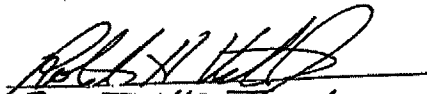
SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTOR


**ECLIPSE GAMING SYSTEMS, LLC**, a Texas  
limited liability company

By:   
Name: ROBERT H. VETTER  
Title: PRESIDENT & COO

Trademark Security Agreement

ACCEPTED AND AGREED  
As of the date first written above:

**EAST WEST BANK**, as Lender

By:   
Name: \_\_\_\_\_  
Title: Senior Vice President

**Schedule I**

<b>#</b>	<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status of Mark</b>	<b>Owner/ Applicant</b>
1.	ROUGHNECK RICHES	98085170	7/14/2023	N/A	N/A	Pending Intent to Use	Eclipse Gaming Systems, LLC