

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399596

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rocket Games, Inc.		09/19/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main Street, 14th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86837184	VIVA SLOTS	
<b>Serial Number:</b>	86837182	VIVA SLOTS LAS VEGAS	
<b>Serial Number:</b>	86837178	VIVA SLOTS VEGAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	042541-0030		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	09/23/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement** ("Trademark Security Agreement"), dated as of September 19, 2016, by Rocket Games, Inc., a Delaware corporation (the "Pledgor"), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement and the other Loan Documents (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is a party to a Joinder Letter, dated as of the date hereof, in favor of the Collateral Agent, to that certain Security Agreement dated as of October 30, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement (or, if not defined in the Security Agreement, in the Credit Agreement) and used herein have the meaning given to them in the Security Agreement (or the Credit Agreement, if applicable).

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all Trademarks listed on Schedule I attached hereto. "Trademarks" shall mean (i) all trademarks, trade names, organizational names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof;
- (b) all Trademark Licenses listed on Schedule I attached hereto. "Trademark Licenses" shall mean any agreement, whether written or oral, providing for the grant by or to the Pledgor of any right to use any Trademark;
- (c) all goodwill associated with such Trademarks; and

(d) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Pledged Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The provisions of Section 13.04(g) of the Credit Agreement shall apply with respect to the release of a security interest in any of the Pledged Trademark Collateral created pursuant to this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSIES, DISPUTES, OR CAUSES OF ACTION (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) BASED UPON OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[Signature pages follow]

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROCKET GAMES, INC.

By: C.S. W  
Name: Chris Sheffield  
Title: Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: DeWayne D. Fosse

Name:

Title:

**DeWayne D. Fosse**  
**Assistant Vice President**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS:**

*Applications - United States :*

OWNER	MARK	SER. NUMBER	APP. DATE	COUNTRY/ STATE	DESCRIPTION
Rocket Games, Inc.	VIVA SLOTS	86/837,184	12/02/2015	United States	computer game software; computer game software for use on mobile devices; video game programs (Class 9)
Rocket Games, Inc.	VIVA SLOTS LAS VEGAS	86/837,182	12/02/2015	United States	computer game software; computer game software for use on mobile devices; video game programs (Class 9)
Rocket Games, Inc.	VIVA SLOTS VEGAS	86/837,178	12/02/2015	United States	computer game software; computer game software for use on mobile devices; video game programs (Class 9)