

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dumarca Holdings Limited		02/08/2017	Limited Liability Company: MALTA
Cryptologic Operations Limited,		02/08/2017	Limited Liability Company: MALTA
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 West Washington Street, 21st Floor		
Internal Address:	Attention: Bratislav Srejcic and Legal Department		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4360130	INTERPARTNERS	
Registration Number:	3121298	INTERPOKER	
Registration Number:	3121299	INTERBINGO	
Registration Number:	2561596	INTERCASINO	
CORRESPONDENCE DATA			
Fax Number:	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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th fl		
Address Line 2:	(051226-0013)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	051226-0013		
NAME OF SUBMITTER:	Adam Kummins		
SIGNATURE:	/Adam Kummins/		

OP \$115.00 4360130

DATE SIGNED:	02/10/2017
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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of February 8, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by Dumarca Holdings Limited, a Maltese limited liability company ("Dumarca Holdings"), and Cryptologic Operations Limited, a Maltese limited liability company ("Cryptologic" and together with Dumarca Holdings, collectively, the "Grantors"), in favor of Cortland Capital Market Services LLC, as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, as required pursuant to that certain Second Lien Credit Agreement, dated as of December 16, 2016 (as amended, amended and restated, modified or supplemented from time to time, the "Credit Agreement"), by and between The Intertain Group Limited, the Intertain Group Finance LLC, Cortland Capital Market Services LLC, as administrative agent and collateral agent, the lenders party thereto and the other parties party thereto, each of the Grantors has constituted a general hypothec in favor of the Collateral Agent over all of its assets, including its portion of the Trademark Collateral (as defined below), pursuant to a deed published by Notary Marco Burlo (as amended, amended and restated, modified or supplemented from time to time, the "Security Agreement").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Grant of Security Interest in Trademark Collateral

SECTION 1.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which any Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "Trademark Collateral"), as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement):

all United States, and foreign 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 United States registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (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) all rights 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, without limitation, 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.

SECTION 1.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1.1 hereof attach to any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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.

SECTION 2. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the 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. Subject to the immediately succeeding paragraph, in the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement, and the exercise of any right or remedy by the Collateral Agent hereunder and subordination agreements relating hereto are subject to the provisions of the Second Lien Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern and control.

SECTION 3. Governing Law

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICT OF LAW THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW.


SECTION 4. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

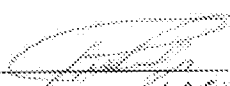
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DUMARCA HOLDINGS LIMITED

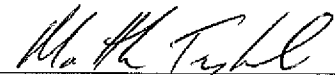
By: 
Name: KEITH LASLOP
Title: DIRECTOR

CRYPTOLOGIC OPERATIONS LIMITED

By: 
Name: KEITH LASLOP
Title: DIRECTOR

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Mark	Owner	Country	Appl. No. Filing Date	Reg. No. Reg. Date	IR No. Reg. Date
INTERPARTNERS	Cryptologic Operations Limited	US	85/643072 6/5/12	4360130 7/2/13	n/a
INTERPOKER	Cryptologic Operations Limited	US	76/618295 10/28/04	3121298 7/25/06	n/a
INTERBINGO	Cryptologic Operations Limited	US	76/618298 10/28/04	3121299 7/25/06	n/a
INTERCASINO	Cryptologic Operations Limited	US	76/209611 2/14/01	2561596 4/16/02	n/a
JACKPOTJOY	Dumarca Holdings Limited	US	79/114041 11/15/11	4409007 10/1/13	1119151 11/15/11
	Dumarca Holdings Limited	US	79/134998 5/29/13	4535356 5/27/14	1172760 5/29/13
STAR SPINS	Dumarca Holdings Limited	US	79/141697 5/17/13	4665239 1/6/15	1190026 5/17/13

Schedule A

US-DOCSV79702301.5

RECORDED: 02/10/2017

TRADEMARK
REEL: 005986 FRAME: 0672