

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM642620

<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>
J & J VENTURES GAMING, LLC		04/26/2021	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
<b>Street Address:</b>	ELEVEN MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	AKTIENGESELLSCHAFT (AG): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6290468	J&J	
<b>Registration Number:</b>	5005236	TAP ROOM GAMING	
<b>Serial Number:</b>	88847616	PLAYER PAYBACK	
<b>Serial Number:</b>	88713503	A BETTER BET THAN THE BOATS	
<b>Serial Number:</b>	88713522	PAYBACK DOES MATTER	
<b>Serial Number:</b>	88713542	PLAY HERE, WIN BIG	
<b>Serial Number:</b>	88713560	GET YOUR GAME ON	
<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>	7145401235		
<b>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/KJA/		

OP \$190.00 6290468

<b>DATE SIGNED:</b>	04/27/2021
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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**April 26, 2021**

WHEREAS, J & J Ventures Gaming, LLC, an Illinois limited liability company (the “**Grantor**”) owns, the Trademark Collateral (as defined below);

WHEREAS, J & J Ventures Gaming, LLC, an Illinois limited liability company (the “**Borrower**”), the Lenders party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of April 26, 2021 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of April 26, 2021, (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), the Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by the Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantor, execute and deliver to the Grantor such documents, and take such other actions, as the Grantor shall reasonably request to evidence the termination of the security interests granted hereby.


Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

Each of Section 10.10 (Counterparts), Section 10.14 (Governing Law, Jurisdiction, Service of Process) and Section 10.15 (Waiver of Right to Trial by Jury) of the Credit Agreement is hereby incorporated by reference, mutatis mutandis.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.


**J & J VENTURES GAMING, LLC,**  
an Illinois limited liability company

By:   
Name: Robert G. Willenborg  
Title: Chief Executive Officer

Acknowledged:

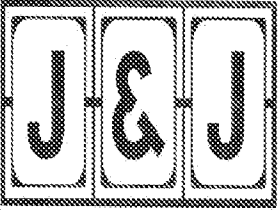
**CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH**  
as Collateral Agent

By:   
Name: William O'Daly  
Title: Authorized Signatory

By:   
Name: Komal Shah  
Title: Authorized Signatory

**Schedule 1  
to Trademark  
Security Agreement**

**TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>	<b>Grantor</b>
PLAYER PAYBACK	US	88847616 25-MAR-2020		Pending Intent to Use	J & J Ventures Gaming, LLC
J&J 	US	88713462 03-DEC-2019	6290468 09-MAR-2021	Registered	J & J Ventures Gaming, LLC
A BETTER BET THAN THE BOATS	US	88713503 03-DEC-2019		Pending	J & J Ventures Gaming, LLC
PAYBACK DOES MATTER	US	88713522 03-DEC-2019		Pending	J & J Ventures Gaming, LLC
PLAY HERE, WIN BIG	US	88713542 03-DEC-2019		Pending	J & J Ventures Gaming, LLC
GET YOUR GAME ON	US	88713560 03-DEC-2019		Pending	J & J Ventures Gaming, LLC
TAP ROOM GAMING	US	86520926 02-FEB-2015	5005236 19-JUL-2016	Registered Supplemental Register	J & J Ventures Gaming, LLC