## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM736323

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
INTERBLOCK d.o.o.		06/13/2022	Limited Liability Company: SLOVENIA

#### **RECEIVING PARTY DATA**

Name:	ACQUIOM AGENCY SERVICES LLC		
Street Address:	950 17th Street, Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5053983	INTERBLOCK
Registration Number:	6198313	INTERBLOCK
Registration Number:	5941184	INTERBLOCK

#### **CORRESPONDENCE DATA**

Fax Number: 4048817777

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: 4048814458

Email: elissa.hart@alston.com

Alston & Bird, Attn: Elissa Hart Correspondent Name:

Address Line 1: 1201 W. Peachtree St. Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	580074
NAME OF SUBMITTER:	Elissa Hart
SIGNATURE:	/Elissa Hart/
DATE SIGNED:	06/22/2022

### **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

June 13, 2022

WHEREAS, INTERBLOCK d.o.o., a limited liability company established and existing under the laws of Slovenia, with its seat in Mengeš, and its registered address at Gorenjska cesta 23, 1234 Mengeš, Slovenia, registration number 5330840000 (herein referred to as the "**Grantor**") owns, the Trademark Collateral (as defined below);

WHEREAS, OCM LUXEMBOURG BACCARAT MIDCO S.À R.L., a private limited liability company (société à responsabilité limité) incorporated and organized under the laws of Luxembourg, having its registered office at 26A, boulevard Royal L - 2449 Luxembourg, registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B248198 ("Holdings"), OCM LUXEMBOURG BACCARAT BIDCO S.À R.L., a private limited liability company (société à responsabilité limité) incorporated and organized under the laws of Luxembourg, having its registered office at 26A, boulevard Royal L - 2449 Luxembourg, registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B248249 (the "Borrower"), the Lenders party thereto, and FORTRESS CREDIT CORP., as Administrative Agent, ACQUIOM AGENCY SERVICES LLC, as Collateral Agent, are parties to that certain Credit Agreement, dated as of June 3, 2022 (as amended from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to that certain Security Agreement, dated as of June 3, 2022 (as amended and/or supplemented from time to time, the "Security Agreement") among the Guarantors party thereto and ACQUIOM AGENCY SERVICES LLC, 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:

each Trademark registration and application thereof owned by the Grantor and identified in <u>Schedule 1</u> hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

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

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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.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. 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.

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

INTERBLOCK D.O.O.

By

Name: David Quick
Title: Director

Acknowledged:

ACQUIOM AGENCY SERVICES LLC, as

Collateral Agent

By:

Name: Jennifer Anderso Title: Senior Director

# Trademarks (USA):

Brand	Filing Date	Serial Number	Issue Date	Trademark Registration Number	Holder
INTERBLOCK	23.02.2016	86/916,739	04.10.2016	5,053,983	INTERBLOCK d.o.o
INTERBLOCK	14.10.2019	88/653,288	17.11.2020	6,198,313	INTERBLOCK d.o.o
INTERBLOCK	27.04.2018	87/898,312	24.12.2019	5,941,184	INTERBLOCK d.o.o

## Trademarks (International):

Brand	Filing Date	Serial Number	International Registration Number	Issue Date	Trademark Registration Number	Holder
GOAL!	23.12.2013	79/144,268	1196200	09.10.2018	5,577,697	INTERBLOCK
ROULETTE						d.o.o.
PULSE	24.09.2015	79/186,517	1296863	02.01.2018	5,366,695	INTERBLOCK
						d.o.o
PULSE AFTER	24.09.2015	79/186,499	1296816	04.04.2017	5,173,573	INTERBLOCK
DARK						d.o.o
PULSE ARENA	24.09.2015	79/181,332	1285131	16.08.2016	5,019,908	INTERBLOCK
						d.o.o
TOUCHDOWN	23.12.2013	79/144,270	1196202	03.02.2015	4,680,340	INTERBLOCK
ROULETTE						d.o.o

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**RECORDED: 06/22/2022**