

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NeoGames Systems Ltd.		09/12/2022	Limited Company: ISRAEL
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited		
Street Address:	55 Ludgate Hill, Level 1		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC4M 7JW		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3775274	NEOGAMES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes/ White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	4433117-0359-CM65		
NAME OF SUBMITTER:	Kate Andes		
SIGNATURE:	/Kate Andes/		
DATE SIGNED:	09/12/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 12, 2022, is made by NeoGames Systems Ltd. (the “Grantor”), in favor of GLAS Trust Corporation Limited, as security agent (in such capacity, together with its successors and permitted assigns, the “Security Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Senior Term Facilities Agreement, dated as of May 30, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NeoGames S.A., a public limited liability company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg (“Parent”), the persons party thereto as Borrowers and Guarantors, the persons party thereto as “Lenders” (the “Lenders”), Global Loan Agency Services Limited, as agent (the “Agent”) and the Security Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to an Accession Deed, dated the date hereof, the Grantor has acceded to the Credit Agreement as a guarantor thereto;

WHEREAS, pursuant to that certain Pledge Agreement Fixed and Floating Charge, made by Grantor in favor of the Security Agent (the “Israeli Security Agreement”), Grantor has granted to the Security Agent a floating charge security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (“USPTO”);

NOW, THEREFORE, in consideration of Lenders, the Agent and the Security Agent entering into the Secured Debt Documents, the Grantor hereby agrees with the Security Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement. The following terms shall have the following meanings:

“Lien” has the meaning assigned to it in the Intercreditor Agreement.

“Secured Obligations” has the meaning assigned to it in the Intercreditor Agreement.

“Secured Parties” has the meaning assigned to it in the Intercreditor Agreement.

“Trademark Collateral” has the meaning assigned to it Section 2.

“USPTO” has the meaning assigned to it in the recitals of this Trademark Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its trademarks referred to on Schedule 1 hereto (each, a “Trademark”);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Israeli Security Agreement. The floating charge security interests granted to the Security Agent herein are granted in furtherance, and not in limitation of, the floating charge security interests granted to the Security Agent pursuant to the Israeli Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the Trademark Collateral are more fully set forth in the Israeli Security Agreement, the terms and provisions of which, as applicable, are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Israeli Security Agreement, the terms of the Israeli Security Agreement shall govern with respect to Grantor.

Section 4. Recordation. Grantor hereby requests and authorizes the USPTO to record this Agreement against the Trademark Collateral set forth on Schedule 1 to this Trademark Security Agreement and such additional Trademark Collateral as may be acquired or created by Grantor from time to time.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

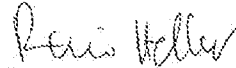
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NEOGAMES SYSTEMS LTD.

as Grantor

By:



Name: Raviv Adler

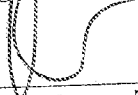
Title: Authorised Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GLAS TRUST CORPORATION LIMITED
as Security Agent

By:



Name: Emma Batchelor
Title: Transaction Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007845 FRAME: 0623

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Title</u>	<u>Registration No.</u>	<u>Status</u>
NEOGAMES	3775274	Registered

2. TRADEMARK APPLICATIONS

None.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]