

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBAL PAYMENTS GAMING SERVICES, INC.		04/01/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	ACQUIOM AGENCY SERVICES LLC		
Street Address:	950 17th St Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2786804	@DVANTAGE	
Registration Number:	3130955	ATM CASH @DVANTAGE	
Registration Number:	3863898	CHOICE4	
Registration Number:	3149711	LIGHTSPEED	
Registration Number:	3325788	PLAYERCASH @DVANTAGE	
Registration Number:	5138676	PLAYERNET	
Registration Number:	3291560	VIP LIGHTSPEED	
Registration Number:	2145978	VIP PREFERRED	
Serial Number:	97780757	PAVILION PAYMENTS	
Serial Number:	97780755	PAVILION PAYMENTS	
Serial Number:	97780753	PAVILION PAYMENTS	
Serial Number:	97780751	PAVILION PAYMENTS	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, vsantos@orrick.com, amosley@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		

CH \$315.00 2786804

Address Line 1: 2050 Main Street, Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER: 35619.53

NAME OF SUBMITTER: Victor Santos

SIGNATURE: /Victor Santos/

DATE SIGNED: 04/12/2023

Total Attachments: 6

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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ACQUIOM AGENCY SERVICES LLC, as collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement referred to therein, as applicable.

WHEREAS, LUCKY US BUYERCO LLC, a Delaware limited liability company (the “Borrower”), LUCKY INTERMEDIATECO LLC, a Delaware limited liability company (“Holdings”), ACQUIOM AGENCY SERVICES LLC, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and the Collateral Agent, each L/C Issuer from time to time party thereto, and each Lender from time to time party thereto have entered into the Credit Agreement, dated as of April 1, 2023 (the “Closing Date”) (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and its Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than Excluded Property:

- (a) all Trademarks, including the registered and pending Trademarks in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property); and
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same (in the case of Trademarks).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including .pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are 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 terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

SECTION 7. Severability. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement and the Security Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

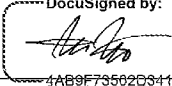
SECTION 8. Conflicts; Acceptable Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement. In the event of any conflict between the

terms of any Acceptable Intercreditor Agreement and this Trademark Security Agreement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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

**GLOBAL PAYMENTS GAMING SERVICES,
INC.,**
as Grantor

By:  _____
Name: Christopher Justice
Title: President and Secretary

[Signature Page to Trademark Security Agreement]

ACQUIOM AGENCY SERVICES LLC,

as Collateral Agent

By: *Shon McCraw-Davis*

Name: Shon McCraw-Davis

Title: Director

[Signature page to Trademark Security Agreement]

**TRADEMARK
REEL: 008039 FRAME: 0600**

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Global Payments Gaming Services, Inc.	@DVANTAGE	2786804
Global Payments Gaming Services, Inc.	ATM CASH @DVANTAGE	3130955
Global Payments Gaming Services, Inc.	CHOICE4	3863898
Global Payments Gaming Services, Inc.	LIGHTSPEED	3149711
Global Payments Gaming Services, Inc.	PLAYERCASH @DVANTAGE	3325788
Global Payments Gaming Services, Inc.	PLAYERNET	5138676
Global Payments Gaming Services, Inc.	VIP LIGHTSPEED	3291560
Global Payments Gaming Services, Inc.	VIP PREFERRED	2145978
Global Payments Gaming Services, Inc.	PAVILION PAYMENTS	97780757
Global Payments Gaming Services, Inc.	PAVILION PAYMENTS	97780755
Global Payments Gaming Services, Inc.	PAVILION PAYMENTS	97780753
Global Payments Gaming Services, Inc.	PAVILION PAYMENTS	97780751