# CH \$215.00 59850

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM850186

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

### **CONVEYING PARTY DATA**

| Name                | Formerly | Execution Date | Entity Type                          |
|---------------------|----------|----------------|--------------------------------------|
| Interblock USA L.C. |          | 10/31/2023     | Limited Liability Company:<br>NEVADA |

### **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: 8**

| Property Type        | Number  | Word Mark          |
|----------------------|---------|--------------------|
| Registration Number: | 5985018 | LUCKY ROULETTE     |
| Registration Number: | 5997906 | ROLL TO WIN CRAPS  |
| Registration Number: | 4146061 | SHOOT TO WIN CRAPS |
| Registration Number: | 5940326 | SUPER BIG WHEEL    |
| Registration Number: | 6130748 | X-STATION          |
| Registration Number: | 6464364 | X WHEEL            |
| Registration Number: | 3214962 | DEALER'S ANGELS    |
| Registration Number: | 3238602 | ROULETTE KING      |

### **CORRESPONDENCE DATA**

Fax Number:

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:** 404-881-4458

Email: elissa.hart@alston.com

Correspondent Name: Alston & Bird; Attn: Elissa Hart

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

| ATTORNEY DOCKET NUMBER: | 580074      |
|-------------------------|-------------|
| NAME OF SUBMITTER:      | Elissa Hart |

TRADEMARK REEL: 008253 FRAME: 0615

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| SIGNATURE:   | /Elissa Hart/ |  |
|--|---------------|--|
| DATE SIGNED:   | 11/01/2023    |  |
| Total Attachments: 5   |               |  |
| source=Fortress-Interblock - TSA (Sept 2023 Azure Acquisition)#page1.tif |               |  |
| source=Fortress-Interblock - TSA (Sept 2023 Azure Acquisition)#page2.tif |               |  |
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### TRADEMARK SECURITY AGREEMENT

October 31, 2023

WHEREAS, Interblock USA L.C., a Nevada limited liability company (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:

- (i) 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
  - (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

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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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REEL: 008253 FRAME: 0618

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 USA L.C.

By:

Name: Heather Ann Rollo

Title: Chief Financial Officer

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[Signature Page to Trademark Security Agreement]

TRADEMARK REEL: 008253 FRAME: 0619

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Acknowledged:

ACQUIOM AGENCY SERVICES LLC, as

Collateral Agent

Ву:

Name Jennifer Anderson

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[Signature Page to Trademark Security Agreement]

TRADEMARK REEL: 008253 FRAME: 0620

# U.S. Trademark Applications:

| Mark               | Application Number | Application Date |
|--------------------|--------------------|------------------|
| ABSOLUTE BACCARAT  | 97/105,079         | 11/2/2021        |
| ABSOLUTE BLACKJACK | 97/105,075         | 11/2/2021        |
| CASINO COLLECTION  | 97/693,577         | 11/28/2022       |
| DRAGON SIC BO      | 97/588,083         | 9/12/2022        |

# U.S. Trademarks:

| Mark               | Registration Number | Registration Date |
|--------------------|---------------------|-------------------|
| LUCKY ROULETTE     | 5,985,018           | 2/11/2020         |
| ROLL TO WIN CRAPS  | 5,997,906           | 2/25/2020         |
| SHOOT TO WIN CRAPS | 4,146,061           | 5/22/2012         |
| SUPER BIG WHEEL    | 5,940,326           | 12/17/2019        |
| X-STATION          | 6,130,748           | 8/18/2020         |
| X WHEEL            | 6,464,364           | 8/24/2021         |
| DEALER'S ANGELS    | 3214962             | 3/6/2007          |
| ROULETTE KING      | 3238602             | 5/8/2007          |

TRADEMARK REEL: 008253 FRAME: 0621

**RECORDED:** 31,1/01/2023