

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3149452

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RATIONAL FT ENTERPRISES LIMITED	12/12/2014
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK AG NEW YORK BRANCH, AS COLLATERAL AGENT
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8727850
Application Number:	13006620
CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
<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:	202-408-3121 X62348
Email:	jpaterso@cscinfo.com
Correspondent Name:	CORPORATION SERVICE COMPANY
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	423100-5
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	12/16/2014
Total Attachments: 5	
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FIRST LIEN PATENT SECURITY AGREEMENT

First Lien Patent Security Agreement, dated as of December 12, 2014 (this "Patent Security Agreement"), by RATIONAL FT ENTERPRISES LIMITED, an Isle of Man company (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") pursuant to the First Lien Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of August 1, 2014, by and among Amaya Gaming Group Inc., a company incorporated under the laws of Quebec, Amaya Holdings Coöperatieve U.A., a *coöperatie met uitgesloten aansprakelijkheid* incorporated under the laws of the Netherlands, Amaya Holdings B.V., a *besloten vennootschap* incorporated under the laws of the Netherlands, Amaya (US) Co-Borrower, LLC, a Delaware limited liability company, the lenders from time to time party thereto and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent and Administrative Agent thereunder.

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Debenture (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Debenture"), dated as of December 12, 2014, in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Debenture or the Credit Agreement, as applicable, and used herein have the meaning given to them in the Debenture or Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Patent Security. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Security of the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto; and
- (b) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security for Secured Liabilities. This Patent Security Agreement and the security interest created hereby and under the Debenture secure the payment and performance of all the Secured Liabilities, whether now existing or arising hereafter.

SECTION 4. Debenture. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Debenture and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Debenture, the provisions of the Debenture shall control unless the Collateral Agent shall otherwise determine.

SECTION 5. Termination. Upon the payment in full of the Secured Liabilities and termination of the Debenture, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the security pledge, grant, assignment, lien and security interest in the patents under this Patent Security Agreement.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

RATIONAL FT ENTERPRISES LIMITED, as
Pledgor


By: 
Name: Michael Hazel
Title: Director

[Signature page to First Lien Patent Security Agreement]

PATENT
REEL: 034642 FRAME: 0669

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: **Mary Kay Coyle**
Title: **Managing Director**

By: 
Name: **Anca Trifan**
Title: **Managing Director**

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

ISSUED PATENTS

Grantor	Title	Country	Patent Number	Issue Date	Application Number	Filing Date
Rational FT Enterprises Limited	Computer Gaming Device and Method for Computer Gaming	USA	8,727,850	20/May/2014	11/316,573	20/December/2005

PATENT APPLICATIONS

Grantor	Title	Country	Application Number	Filing Date
Rational FT Enterprises Limited	Player-entry assignment and ordering	USA	13/006,620	29/Dec/2010