

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4346021

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EVERI PAYMENTS INC.	03/29/2017
EVERI GAMES INC.	03/29/2017
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS COLLATERAL AGENT
Street Address:	60 WALL STREET
Internal Address:	C/O TRUST & AGENCY SERVICES
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9558614
Application Number:	14969916
Application Number:	15137693
Patent Number:	9514608
Patent Number:	9336651
Patent Number:	9230397
CORRESPONDENCE DATA	
Fax Number:	(650)833-2001
<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:	650-833-2000
Email:	jason.lee@dlapiper.com
Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	2000 UNIVERSITY AVENUE
Address Line 4:	EAST PALO ALTO, CALIFORNIA 94303-2215
ATTORNEY DOCKET NUMBER:	382494-000014
NAME OF SUBMITTER:	JASON LEE
SIGNATURE:	/Jason Lee/

DATE SIGNED:	03/30/2017
Total Attachments: 5 source=GCA-000014-Patent Security Agreement-DBTCA#page1.tif source=GCA-000014-Patent Security Agreement-DBTCA#page2.tif source=GCA-000014-Patent Security Agreement-DBTCA#page3.tif source=GCA-000014-Patent Security Agreement-DBTCA#page4.tif source=GCA-000014-Patent Security Agreement-DBTCA#page5.tif	

PATENT SECURITY AGREEMENT
(SHORT-FORM)

PATENT SECURITY AGREEMENT, dated as of March 29, 2017 (this “**Agreement**”) among EVERI PAYMENTS INC. (f/k/a Global Cash Access, Inc.), a Delaware corporation located at 7250 South Tenaya Way, Suite 100 Las Vegas, Nevada 89113 (the “**Company**”), the other Grantors identified herein and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent for the Secured Parties.

Reference is made to that certain Security Agreement dated as of April 15, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Company, the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of a sale of senior secured notes by the Company are set forth in that certain Note Purchase Agreement dated as of April 15, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among the Company, Global Cash Access Holdings, Inc., as parent, the purchasers party thereto and the Collateral Agent. The Guarantors are affiliates of the Company, will derive substantial benefits from the execution, delivery and performance of the obligations under the Note Purchase Agreement, and the undersigned Grantors are therefore willing to enter into this agreement. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Schedule II of the Note Purchase Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including Obligations under the Note Guaranty, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, and all reissues, re-examinations, continuations, divisions, continuations-in-part, renewals or extensions thereof, owned by the Grantors including those listed on Schedule I hereto, and the inventions or improvements disclosed or claimed therein.

Section 3. Termination. This Patent Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor’s Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver, at the sole expense of the Grantors, to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate, at the sole expense of the Grantors, with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction includ-

ing, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

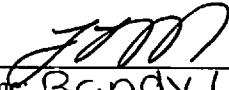
Section 5. Governing Law, Etc. The terms of Sections 5.09 and 5.10 of the Security Agreement with respect to governing law, submission to jurisdiction, waiver of venue, service of process and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

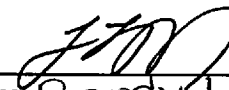
Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement, if then in effect, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement, if then in effect. In the event of any conflict between the terms of the Intercreditor Agreement, if then in effect, and the terms of this Agreement, the terms of the Intercreditor Agreement, if then in effect, shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EVERI PAYMENTS INC., as Borrower

By: 
Name: Randy L. Taylor
Title: Executive Vice President
Chief Financial Officer, Treasurer
EVERI GAMES INC.

By: 
Name: Randy L. Taylor
Title: Executive Vice President
Chief Financial Officer, Treasurer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: Deutsche Bank
National Trust Company

By: _____

Name:

Chris Niesz

Title:

Assistant Vice President

By: _____

Name:

Kathryn Fischer

Title:

Assistant Vice President

Schedule I

Short Particulars of Additional U.S. Patent Collateral

Owner	TITLE OF PATENT	Patent No./ App. No.	Issue Date/file date for apps
EVERI GAMES INC.	DYNAMICALLY CONFIGURABLE GAMING MACHINE AND GAMING SYSTEM	9558614 15/187,634	1/31/2017 06/20/2016
EVERI PAYMENTS INC.	System and method for checkless cash advance settlement	14/969,916	12/15/2015
EVERI PAYMENTS INC.	Multi-function cashless gaming ATM	15/137,693	04/25/2016
MultiMedia Games, INC.	METHOD, APPARATUS, AND PROGRAM PRODUCT PROVIDING A PLAYER SELECTION WAGERING GAME WITH ESCALATING PRIZES	9514608 14/192,546	2/27/2014 12-06-2016
MultiMedia Games, INC.	WAGERING GAME WITH ADVANCING TARGET ELIMINATION FEATURE	9336651 14/185,013	2/20/2014 5/10/2016
MultiMedia Games, INC.	SLOT MACHINE GAME WITH BONUS GAME HAVING SELECTABLE MODIFIER ELEMENTS	9230397 14/170,998	2/3/2014 01/5/2016