

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4516242

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
AMI ENTERTAINMENT		07/21/2017
RECEIVING PARTY DATA		
Name:	BSP AGENCY, LLC	
Street Address:	9 WEST 57TH STREET	
Internal Address:	SUITE 4920	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 50		
Property Type	Number	
Patent Number:	6942565	
PCT Number:	US0429926	
Patent Number:	7806769	
Patent Number:	8986113	
Patent Number:	9403091	
Patent Number:	8506373	
PCT Number:	US0426598	
Patent Number:	8353758	
Patent Number:	7637812	
PCT Number:	US1031919	
Application Number:	14722878	
Patent Number:	8118680	
Patent Number:	9390578	
Patent Number:	9120010	
Patent Number:	8727886	
Patent Number:	9558615	
Patent Number:	8888599	
PCT Number:	US0712698	
Patent Number:	7548958	

PATENT

Property Type	Number
PCT Number:	US0630456
PCT Number:	US0714734
Patent Number:	8219224
PCT Number:	US0718392
Patent Number:	7797300
PCT Number:	US0719619
Patent Number:	7856487
Patent Number:	6997376
Patent Number:	6598230
Patent Number:	8641497
Patent Number:	8845421
Patent Number:	8696468
Patent Number:	8924432
Patent Number:	8493339
Patent Number:	9239695
Patent Number:	7657910
Patent Number:	8099482
Patent Number:	9639709
Patent Number:	7937724
Application Number:	15066788
Application Number:	14212333
Application Number:	14210734
Application Number:	14636721
Application Number:	14553365
Application Number:	14662924
Patent Number:	7859137
Application Number:	14936823
Application Number:	15078629
Application Number:	29579747
Application Number:	15211253
Patent Number:	D727869

CORRESPONDENCE DATA

Fax Number: (212)801-6400

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: 212-801-9200

Email: cabrerah@gtlaw.com

Correspondent Name: GREENBERG TRAURIG - ATTN: HUGO CABRERA

Address Line 1: 200 PARK AVENUE

PATENT

REEL: 043305 FRAME: 0209

Address Line 2:	METLIFE BUILDING - 39TH FLOOR
Address Line 4:	NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	154719.011000
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NAME OF SUBMITTER:	JUDI CORDO
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SIGNATURE:	/Judi Cordo/
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DATE SIGNED:	07/24/2017
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Total Attachments: 10

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of July 21, 2017, is made by the Grantor listed on the signature page hereof (the "Grantor"), in favor of BSP Agency, LLC, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement of even date herewith by and among the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Agent (as the same may be amended, restated, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith by the Grantor and the other Loan Parties in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to Agent a security interest in all of the Grantor's Intellectual Property (as defined therein), other than Excluded Property (as defined therein); and

WHEREAS, the Grantor is required to execute and deliver this Patent Security Agreement in furtherance of such grant.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to AMI Entertainment and Merger Sub thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Patent 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, has granted to Agent for the ratable benefit of the Secured Parties, a security interest in all of its Collateral, including the following Intellectual Property (other than any Intellectual Property constituting Excluded Property) (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto; and

(b) all Proceeds and products of any of the foregoing.

Section 3. Guarantee and Collateral Agreement. The security interest memorialized in this Patent Security Agreement was granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement

and the Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Patent Collateral memorialized hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event of any inconsistency or ambiguity between this Patent Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patent Collateral.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but 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 AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Remainder of page intentionally blank; signature pages follow.]

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

AMI ENTERTAINMENT NETWORK,
LLC, as Grantor

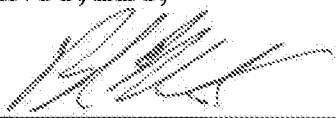
By: 

Name: Thomas A. Waldman

Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

BSP AGENCY, LLC,
as Agent

By: 
Name: Ryan Martoken
Title: CEO

AMI
PATENT SECURITY AGREEMENT
SIGNATURE PAGE

PATENT
REEL: 043305 FRAME: 0214

**SCHEDULE 1
TO
PATENT SECURITY AGREEMENT**

Title	Jurisdiction	Reg. No. / App. No.	Reg. Date / App. Date	Record Title Owner(s)
Electronic Card Game and Method	US	6942565 / 10663029	9/13/2005 / 9/13/2003	AMI Entertainment Network, LLC
Electronic Card Game and Method	PCT	PCT/US04/29926	9/15/2004	AMI Entertainment Network, LLC
Touchscreen Amusement Device	US	7806769 / 10663030	10/5/2010 / 9/15/2003	AMI Entertainment Network, LLC
Amusement Device Having Time Based Operating Modes	US	8986113 / 12685436	3/24/2015 / 1/1/2010	AMI Entertainment Network, LLC
Amusement Device Having Time Based Operating Modes	US	9403091 / 14629905	8/2/2016 / 2/24/2015	AMI Entertainment Network, LLC
Amusement Device Having Electronic Game and Jukebox Functionalities	US	8506373 / 11381379	8/13/2013 / 5/3/2006	AMI Entertainment Network, LLC
Amusement Device Communication System	PCT	PCT/US04/26598	8/16/2004	AMI Entertainment Network, LLC
Amusement Device Having Electronic Game and JukeBox Functionalities	US	8353758 / 12212196	1/15/2013 / 9/17/2008	AMI Entertainment Network, LLC
Electronic Game Having an Automatic Continue Feature	US	7637812 / 12041073	12/29/2009 / 5/21/2009	AMI Entertainment Network, LLC
Jukebox Menu Navigation	CA	2758561	10/11/2011	AMI Entertainment Network, LLC

Title	Jurisdiction	Reg. No. / App. No.	Reg. Date / App. Date	Record Title Owner(s)
System				
Jukebox Menu Navigation System	PCT	PCT/USI0/31919 / WO 2010/124007	10/28/2010 / 4/21/2010	AMI Entertainment Network, LLC
Jukebox Network System	US	14722878	5/27/2015	AMI Entertainment Network, LLC
Multi-Touchscreen Module For Amusement Device	US	8118680 / 12940527	2/21/2012 / 11/5/2010	AMI Entertainment Network, LLC
Multi-Touchscreen Module for Amusement Device	US	9390578 / 13464008	7/12/2016 / 5/4/2012	AMI Entertainment Network, LLC
Touchscreen Game Allowing Simultaneous Movement Of Multiple Rows And/Or Columns	US	9120010 / 12845514	9/1/2015 / 7/28/2010	AMI Entertainment Network, LLC
System For Direct Remote Access To Money-Operated Amusement Device	US	8727886 / 13018890	5/20/2014 / 2/1/2011	AMI Entertainment Network, LLC
Interchangeable Overlay For Amusement Devices	US	9558615 / 13315526	1/31/2017 / 12/9/2011	AMI Entertainment Network, LLC
Terminal Having a Prize Fulfillment Mechanism	US	8888599 / 13292635	11/18/2014 / 11/9/2011	AMI Entertainment Network, LLC
Gaming Terminal	GB	1019085.8	11/11/2010	AMI Entertainment Network, LLC
Remote Song Selection	PCT	PCT/US07/12698	5/30/2007	AMI Entertainment Network, LLC
Quick Pick Apparatus and Method for Music Selection	CA	2618707 / 2618787	3/10/2010 / 2/8/2008	AMI Entertainment Network, LLC

Title	Jurisdiction	Reg. No. / App. No.	Reg. Date / App. Date	Record Title Owner(s)
Quick Pick Apparatus and Method for Music Selection	US	7548958 / 11198299	6/16/2009 / 8/8/2005	AMI Entertainment Network, LLC
Quick Pick Apparatus and Method for Music Selection	PCT	PCT/US06/30456 / W02007/019317	2/15/2007 / 8/4/2006	AMI Entertainment Network, LLC
Category Management	PCT	PCT/US07/14734	6/26/2007	AMI Entertainment Network, LLC
Automatic Music Management Methods and Systems	CA	2662170 / 2662170	10/20/2015 / 2/27/2009	AMI Entertainment Network, LLC
Automatic Music Management Methods and Systems	GB	2454618 / 0903126.1	3/10/2010 / 2/24/2009	AMI Entertainment Network, LLC
Automatic Music Management Methods and Systems	US	8219224 / 11843574	7/10/2012 / 8/22/2007	AMI Entertainment Network, LLC
Automatic Music Management Methods and Systems	PCT	PCT/US07/18392 / WO 2008/030333	3/13/2008 / 8/20/2007	AMI Entertainment Network, LLC
Systems and Methods for Conducting Searches of Multiple Music Libraries	US	7797300 / 11852787	9/14/2010 / 9/10/2007	AMI Entertainment Network, LLC
Systems and Methods for Conducting Searches of Multiple Music Libraries	PCT	PCT/US07/19619 / WO 2008/033288	3/20/2008 / 9/10/2007	AMI Entertainment Network, LLC
System and Methods for Updating Registration Information for a Computer	US	7856487 / 11411843	12/21/2010 / 4/27/2006	AMI Entertainment Network, LLC

Title	Jurisdiction	Reg. No. / App. No.	Reg. Date / App. Date	Record Title Owner(s)
Jukebox				
Anti-Tether Device	US	6997376 / 1050560	2/14/2006 / 10/17/2003	AMI Entertainment Network, LLC
Multimedia Box Network	US	6598230 / 09257377	7/22/2003 / 2/25/1999	AMI Entertainment Network, LLC
System For Tracking Account Activity On An Amusement Device	US	8641497 / 13567569	2/4/2014 / 8/6/2012	AMI Entertainment Network, LLC
Game of Chance On Input Of Currency For Amusement Devices	US	8845421 / 13567586	9/30/2014 / 8/6/2012	AMI Entertainment Network, LLC
Amusement Device Including Provision For Tracking A Player's Top Score	US	8696468 / 13563816	4/15/2014 / 8/1/2012	AMI Entertainment Network, LLC
Portable Hand Held Controller For Amusement Device	US	8924432 / 13627408	12/30/2014 / 9/26/2012	AMI Entertainment Network, LLC
Multi-Region Interactive Display	US	8493339 / 12383823	7/23/2013 / 3/25/2009	AMI Entertainment Network, LLC
Multi-Region Interactive Display	US	9239695 / 13895904	1/19/2016 / 5/16/2013	AMI Entertainment Network, LLC
Distributed Electronic Entertainment Method and Apparatus	US	7657910 / 09519008	2/2/2010 / 3/3/2000	AMI Entertainment Network, LLC
Prioritized Content Download For An Entertainment Device	US	8099482 / 10956823	1/17/2012 / 10/1/2004	AMI Entertainment Network, LLC
Prioritized Content Download For	US	9639709 / 12390919	2/23/2009	AMI Entertainment Network, LLC

Title	Jurisdiction	Reg. No. / App. No.	Reg. Date / App. Date	Record Title Owner(s)
An Entertainment System				
Advertising Content Tracking For An Entertainment Device	US	7937724 / 11261292	5/3/2011 / 10/27/2005	AMI Entertainment Network, LLC
Local Message Performance on an Entertainment System	US	15066788	3/10/2016	AMI Entertainment Network, LLC
System for Using Mobile Devices To Output Video Data Sets At A Venue	US	14212333	3/14/2014	AMI Entertainment Network, LLC
Method and Apparatus for Providing Real-Time Television Listing for Venues	US	14210734	3/14/2014	AMI Entertainment Network, LLC
Server Based Mobile Game Viewing Logic	US	14636721	3/3/2015	AMI Entertainment Network, LLC
Jukebox Mount With Video Displays	US	14553365	11/25/2014	AMI Entertainment Network, LLC
System and Method For Receiving Bonus Credit Through A Jukebox Controlled	CA	2885690	3/20/2015	AMI Entertainment Network, LLC
Entertainment System User Account Management With Bonus Credits	US	14662924	3/19/2015	AMI Entertainment Network, LLC
Scalable Switch Device and	US	7859137 / 12176150	12/28/2010 / 7/18/2008	AMI Entertainment Network, LLC

Title	Jurisdiction	Reg. No. / App. No.	Reg. Date / App. Date	Record Title Owner(s)
System				
Video Caching System and Method for a Jukebox	US	14936823	11/10/2015	AMI Entertainment Network, LLC
Venue-Wide Tournament Gaming for Mobile Devices	US	15078629	3/23/2016	AMI Entertainment Network, LLC
Jukebox	US	29579747	10/3/2016	AMI Entertainment Network, LLC
System and Method for Creating Electronic Multiplayer Game Tournaments	US	15211253	7/15/2016	AMI Entertainment Network, LLC
Jukebox	US	D727869 / 29482150	4/28/2015 / 2/14/2014	AMI Entertainment Network, LLC