# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4773636

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
COLE KEPRO INTERNATIONAL, LLC	01/09/2018

# **RECEIVING PARTY DATA**

Name:	MB FINANCIAL BANK, N.A.	
Street Address:	6111 N. RIVER ROAD	
City:	ROSEMONT	
State/Country:	ILLINOIS	
Postal Code:	60018	

### **PROPERTY NUMBERS Total: 39**

Property Type	Number
Patent Number:	8454444
Patent Number:	6976919
Patent Number:	7601067
Patent Number:	8430756
Patent Number:	8870663
Patent Number:	8172688
Patent Number:	7862436
Patent Number:	D470895
Patent Number:	D460496
Patent Number:	8118663
Patent Number:	D626183
Patent Number:	D626182
Patent Number:	8094450
Patent Number:	7499276
Patent Number:	D559917
Patent Number:	8016683
Patent Number:	7241222
Patent Number:	D684216
Patent Number:	6860814
Patent Number:	6475087

PATENT REEL: 044606 FRAME: 0689

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Property Type	Number
Patent Number:	8641535
Patent Number:	7267613
Patent Number:	6997810
Patent Number:	7686694
Patent Number:	7846026
Patent Number:	8016682
Patent Number:	D572312
Patent Number:	D563481
Patent Number:	D592709
Patent Number:	D578168
Patent Number:	D615598
Patent Number:	D601639
Patent Number:	D633950
Patent Number:	D649605
Patent Number:	D525664
Patent Number:	6688984
Patent Number:	7905783
Patent Number:	8191936
Patent Number:	D619660

#### 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.

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**Email:** humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1:525 WEST MONROE STREETAddress Line 4:CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	320868-00040
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	01/12/2018

## **Total Attachments: 7**

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# PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made as of January 9, 2018, by COLE KEPRO INTERNATIONAL, LLC ("Grantor"), in favor of MB FINANCIAL BANK, N.A. ("Grantee"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

#### RECITALS

WHEREAS, Grantor owns the patent registrations, patent applications and patent licenses listed on Schedule 1 attached hereto and incorporated herein; and

WHEREAS, Grantor, and the other Borrowers party thereto (collectively, the "Borrowers") have entered into that certain Credit and Security Agreement dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Grantee, providing for extensions of credit and other financial accommodations to be made to Borrowers by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest and lien in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired, to secure the payment and performance of the Obligations:

- (1) each United States patent and patent application, including, without limitation, each patent and patent application referred to in <u>Schedule I</u>, together with all reissues, reexamination certificates, continuations, continuations-in-part, divisionals, or extensions thereof, and all goodwill associated therewith;
- (2) each United States patent license, including, without limitation, each patent license listed on <u>Schedule 1</u>, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments or any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any patent, including, without limitation, any patent referred to in <u>Schedule 1</u>, any patent issued pursuant to a patent application referred to in <u>Schedule 1</u> and any patent licensed under any patent license listed on <u>Schedule 1</u> (items 1 through 3 being herein collectively referred to as the "Patent Collateral").

This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the Loan Agreement and subject to limitations set forth 129930007\_2

therein. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interests and liens in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles thereunder. In the event of any conflict between any provision of this Agreement and the Loan Agreement, the Loan Agreement shall govern.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

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

COLE KEPRO INTERNATIONAL, LLC

By: WCJ-Name: Svederick M Cook Its: CEO

Patent Security Agreement

Acknowledged:

MB FINANCIAL BANK, N.A.

By: Raphael Shin
Title: Senior Vice President

Patent Security Agreement

Schedule 1 to Patent Security Agreement

Jurisdiction	Title	Registration/ Application Number	Date of Registration Application
United States	GAMING CABINET CONSTRUCTED FROM CONNECTABLE COMPONENTS	8454444	04-Jun-2013
United States	GAMING UNIT INCLUDING CURRENCY CONTAINER LOCKING MECHANISM	6976919	20-Dec-2005
United States	DUAL HINGE MOUNTING ARRANGEMENT	7601067	13-Oct-2009
United States	GAMING MACHINE CABINET WITH EDGE LIGHTING	8430756	30-Apr-2013
United States	BAR TOP GAMING UNIT	8870663	28-Oct-2014
United States	MODULAR GAMING MACHINE	8172688	08-May-2012
United States	CUSTOM CONFIGURABLE GAMING MACHINE AND GAMING MACHINE COMPONENTS	7862436	04-Jan-2011
United States	GAME STATION	D470895	25-Feb-2003
United States	BAR TOP GAMING UNIT	D460496	16-Jul-2002
United States	METHOD AND SYSTEM FOR CHANGING THE APPEARANCE OF GAMING MACHINES AS PART OF OPTIMIZING THE NUMBER OF GAMING MACHINES PRESENTING PARTICULAR GAMES	8118663	21-Feb-2012
United States	GAMING MACHINE	D626183	26-Oct-2010
United States	GAMING MACHINE	D626182	26-Oct-2010
United States	GAMING MACHINE VENT COVER	8094450	10-Jan-2012
United States	GAMING DEVICE COOLING SYSTEM	7499276	03-Mar-2009
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Jurisdiction	Title	Registration/ Application Number	Date of Registration/ Application
United States	SLANT TOP GAMING MACHINE	D559917	15-Jan-2008
United States	GAMING CABINET CONSTRUCTED FROM CONNECTABLE COMPONENTS	8016683	13-Sep-2011
United States	AIR COOLING CONFIGURATION FOR GAMING MACHINE	7241222	10-Jul-2007
United States	TRIM FOR GAMING MACHINE	D684216	11-Jun-2013
United States	GAMING APPARATUS HAVING DOOR MOUNTED DISPLAY	6860814	01-Mar-2005
United States	GAMING APPARATUS	6475087	05-Nov-2002
United States	GAMING MACHINE CABINET CONSTRUCTION AND METHOD	8641535	040Feb-2014
United States	SLANT-TYPE GAMING MACHINE	7267613	11-Sep-2007
United States	SLANT-TYPE GAMING MACHINE	6997810	14-Feb-2006
United States	GAMING MACHINE HAVING COMPONENTS LOCATED IN A BUMPER RECESS	7686694	30-Mar-2010
United States	GAMING MACHINE DOOR WITH ADJUSTABLE CROSS MEMBER	7846026	07-Dec-2010
United States	QUICK CHANGE GLASS MOUNTING ARRANGEMENT FOR GAMING CABINET	8016682	13-Sep-2011
United States	SIGN FOR VEHICLES	D572312	01-Jul-2008
United States	GAMING MACHINE CABINET	D563481	04-Mar-2008
United States	GAMING MACHINE CABINET	D592709	19-May-2009
United States	GAMING MACHINE CABINET	D578168	07-Oct-2008

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Jurisdiction	Title	Registration/ Application Number	Date of Registration Application
United States	GAMING MACHINE CABINET	D615598	11-May-2010
United States	PANEL FOA A GAMING MACHINE CABINET	D601639	06-Oct-2009
United States	TRIM FOR GAMING MACHINE	D633950	08-Mar-2011
United States	TRIM FOR GAMING MACHINE	D649605	29-Nov-2011
United States	GAMING MACHINE DOOR	D525664	25-Jul-2006
United States	BAR TOP GAMING UNIT	6688984	10-Feb-2004
United States	MODULAR GAMING MACHINE	7905783	15-Mar-2011
United States	GAMING MACHINE DOOR LATCH	8191936	05-Jun-2012
United States	GAMING MACHINE	D619660	13-Jul-2010

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PATENT REEL: 044606 FRAME: 0698

**RECORDED: 01/12/2018**