

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5044417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RATIONAL INTELLECTUAL HOLDINGS LIMITED	07/10/2018
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK AG NEW YORK BRANCH
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	8891904
Patent Number:	8483514
Patent Number:	8081846
Patent Number:	7778492
Patent Number:	9852587
Patent Number:	9542079
Patent Number:	9251650
Patent Number:	8408983
Patent Number:	8128479
Patent Number:	7963836
Patent Number:	7824254
Patent Number:	7749082
Patent Number:	7670222
Patent Number:	7429215
Patent Number:	7192351
Patent Number:	8992327
Patent Number:	8864588
Application Number:	14304114
Application Number:	14378061
Application Number:	15814707

PATENT

CORRESPONDENCE DATA**Fax Number:** (800)914-4240

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: 614-280-3566**Email:** james.murray@wolterskluwer.com, ECarrera@cahill.com**Correspondent Name:** JAMES MURRAY**Address Line 1:** 4400 EASTON COMMONS WAY, SUITE 125**Address Line 2:** CT CORPORATION**Address Line 4:** COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	ELAINE CARRERA
---------------------------	----------------

SIGNATURE:	/Elaine Carrera/
-------------------	------------------

DATE SIGNED:	07/11/2018
---------------------	------------

Total Attachments: 7

source=08. Ace - Patent Security Agreement for Rational Intellectual Holdings Limited#page1.tif

source=08. Ace - Patent Security Agreement for Rational Intellectual Holdings Limited#page2.tif

source=08. Ace - Patent Security Agreement for Rational Intellectual Holdings Limited#page3.tif

source=08. Ace - Patent Security Agreement for Rational Intellectual Holdings Limited#page4.tif

source=08. Ace - Patent Security Agreement for Rational Intellectual Holdings Limited#page5.tif

source=08. Ace - Patent Security Agreement for Rational Intellectual Holdings Limited#page6.tif

source=08. Ace - Patent Security Agreement for Rational Intellectual Holdings Limited#page7.tif

FIRST LIEN PATENT SECURITY AGREEMENT

First Lien Patent Security Agreement, dated as of July 10, 2018 (this “Patent Security Agreement”), by RATIONAL INTELLECTUAL HOLDINGS 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 Syndicated Facility Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of the date hereof, by and among Stars Group Holdings Coöperatieve U.A., a coöperatie met uitgesloten aansprakelijkheid incorporated under the laws of the Netherlands, Stars Group (US) Holdings, LLC, a limited liability company formed under the laws of Delaware, Stars Group Holdings B.V., a besloten *vennootschap* incorporated under the laws of the Netherlands, Stars Group (US) Co-Borrower, LLC, a limited liability company formed under the laws of Delaware, TSG Australia Holdings PTY LTD, a proprietary company with limited liability incorporated under the laws of Australia, Naris Limited, a limited company incorporated under the laws of the Isle of Man, 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 the date hereof, by and among the Pledgor and the Collateral Agent, in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement for recording with the United States Patent and Trademark Office;

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 (collectively, “Patent Collateral”):

- (a) patents of the Pledgor, including those 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 Patent Collateral 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. 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 Patent Collateral 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 INTELLECTUAL HOLDINGS
LIMITED, as Pledgor

By:

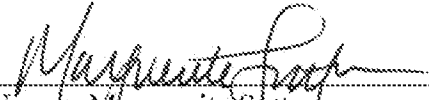

Name: Guy Temples
Title: Director

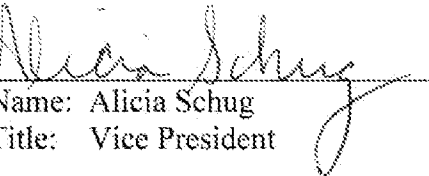
[Signature Page to Patent Security Agreement]

PATENT
REEL: 047245 FRAME: 0712

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Marguerite Sutton
Title: Vice President

By: 
Name: Alicia Schug
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

Patent Title	Owner	Serial No.	Filing date	Patent No.	Issue date
System and method for scaling digital images	Rational Intellectual Holdings Limited	13912738	Jun. 7, 2013	8891904	Nov. 18, 2014
System and method for scaling digital images	Rational Intellectual Holdings Limited	13298841	Nov. 17, 2011	8483514	July 9, 2013
System and method for scaling digital images	Rational Intellectual Holdings Limited	12833285	Jul. 9, 2010	8081846	Dec. 20, 2011
System and method for scaling digital images	Rational Intellectual Holdings Limited	11396917	Apr. 4, 2006	7778492	Aug. 17, 2010
Method and system for operating instances of a game	Rational Intellectual Holdings Limited	14977007	Dec. 21, 2015	9852587	Dec. 26, 2017
System and method for scaling digital images	Rational Intellectual Holdings Limited	14517597	Oct. 17, 2014	9542079	Jan. 10, 2017
Method and system for operating instances of a game	Rational Intellectual Holdings Limited	14378055	Aug. 11, 2014	9251650	Feb. 2, 2016
Multi-hand electronic blackjack game	Rational Intellectual Holdings Limited	12852809	Aug. 9, 2010	8408983	Apr. 2, 2013
Accumulation of bonus points in a gambling game	Rational Intellectual Holdings Limited	10641680	Aug. 15, 2003	8128479	Mar. 6, 2012
Card game	Rational Intellectual Holdings Limited	11806100	May 30, 2007	7963836	Jun. 21, 2011
Multi-hand electronic blackjack game	Rational Intellectual Holdings Limited	11712509	Mar. 1, 2007	7824254	Nov. 2, 2010
Method for using three cross-interactive playing boards to play game of chance	Rational Intellectual Holdings Limited	11464663	Aug. 15, 2006	7749082	Jul. 6, 2010

Device for and method of providing a poker game	Rational Intellectual Holdings Limited	11156524	Jun. 21, 2005	7670222	Mar. 2, 2010
System and method for providing side wagering in multi-player wager-based games	Rational Intellectual Holdings Limited	10948287	Sep. 24, 2004	7429215	Sep. 30, 2008
Multi-player gaming machines played on-line	Rational Intellectual Holdings Limited	10640214	Aug. 12, 2003	7192351	Mar. 20, 2007
Online gaming system	Rational Intellectual Holdings Limited	13397107	Feb. 15, 2012	8992327	Mar. 31, 2015
Online gaming system	Rational Intellectual Holdings Limited	13365796	Feb. 3, 2012	8864588	Oct. 21, 2014

Patent Applications:

Patent Title	Owner	Serial No.	Filing date	Patent No.	Issue date
Gaming Device and Method for Multi-hand Video Poker	Rational Intellectual Holdings Limited	14304114	Jun. 13, 2014	Publication No.: 2015-0221185	Aug. 6, 2015
Method and System for Operating Instances of a Game	Rational Intellectual Holdings Limited	14378061	Aug. 11, 2014	Publication No.: 2015-0019744	Jan. 15, 2015
Method and System for Operating Instances of a Game	Rational Intellectual Holdings Limited	15814707	Nov. 16, 2017	N/A	N/A