

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5044423

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RATIONAL FT ENTERPRISES LIMITED	07/10/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DEUTSCHE BANK AG NEW YORK BRANCH
<b>Street Address:</b>	60 WALL STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9437083
Patent Number:	8727850
Patent Number:	9483898
Application Number:	15338843
Application Number:	15861080
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)914-4240
<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>	
<b>Phone:</b>	614-280-3566
<b>Email:</b>	james.murray@wolterskluwer.com, ECarrera@cahill.com
<b>Correspondent Name:</b>	JAMES MURRAY
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY, SUITE 125
<b>Address Line 2:</b>	CT CORPORATION
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	07/11/2018
<b>Total Attachments: 6</b>	
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Rational FT Enterprises Limited

**2. Name and address of receiving party(ies)**

Name: Deutsche Bank AG New York Branch

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) July 10, 2018

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other First Lien Security Agreement

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I

See Schedule I

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved: 5**

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

July 10, 2018  
Date

Elaine Carrera  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**FIRST LIEN PATENT SECURITY AGREEMENT**

**First Lien Patent Security Agreement**, dated as of July 10, 2018 (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 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 FT ENTERPRISES LIMITED, as  
Pledgor

By:

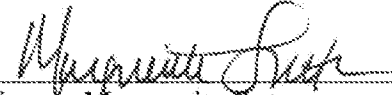
  
Name: Guy Tempier  
Title: Director


[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 047248 FRAME: 0009**

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:**

<b>Patent Title</b>	<b>Owner</b>	<b>Serial No.</b>	<b>Filing date</b>	<b>Patent No.</b>	<b>Issue date</b>
Computer gaming device and method for computer gaming	Rational FT Enterprises Limited	14231942	Apr. 1, 2014	9437083	Sept. 6, 2016
Computer gaming device and method for computer gaming	Rational FT Enterprises Limited	11316573	Dec. 20, 2005	8727850	May 20, 2014
Player-Entry Assignment and Ordering	Rational FT Enterprises Limited	13006620	Jan. 14, 2011	9483898	Nov. 1, 2016

**Patent Applications:**

<b>Patent Title</b>	<b>Owner</b>	<b>Serial No.</b>	<b>Filing date</b>	<b>Patent No.</b>	<b>Issue date</b>
Player-Entry Assignment and Ordering	Rational FT Enterprises Limited	15338843	Oct. 31, 2016	Publication No. 20170243437	Aug. 24, 2017
Computer gaming device and method for computer gaming	Rational FT Enterprises Limited	15861080	Aug. 8, 2016	Not Available	Not Available