

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5219358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
DON BEST SPORTS CORPORATION			11/01/2018
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	901 MAIN STREET, FLOOR 14		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75202		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	7699701		
Patent Number:	8057300		
Patent Number:	8764556		
CORRESPONDENCE DATA			
Fax Number:	(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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskuwer.com, ECarrera@cahill.com		
Correspondent Name:	CT CORPORATION		
Address Line 1:	4400 EASTON COMMONS WAY		
Address Line 2:	SUITE 125		
Address Line 4:	COLUMBUS, OHIO 43219		
NAME OF SUBMITTER:	ELAINE CARRERA		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/02/2018		
Total Attachments: 5			
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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)

Don Best Sports Corporation

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

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

Execution Date(s) November 1, 2018

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: _____

Street Address: 901 Main Street, Floor 14

City: Dallas

State: TX

Country: USA Zip: 75202

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)

See Schedule I

B. Patent No.(s)

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: 3

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

November 1, 2018
Date

Elaine Carrera
Name of Person Signing

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

5

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

PATENT SECURITY AGREEMENT, dated as of November 1, 2018, made by DON BEST SPORTS CORPORATION in favor of BANK OF AMERICA, N.A., as Collateral Agent.

Reference is made to the Guarantee and Collateral Agreement dated as of October 18, 2013 (as amended, supplemented or otherwise modified from time to time, including but not limited to, by those certain Assumption Agreements, dated as of September 15, 2014, November 21, 2014, October 2, 2015, July 14, 2017, October 11, 2018 and the date hereof, the “Security Agreement”), among Scientific Games International, Inc., a Delaware corporation (the “Borrower”), Scientific Games Corporation, a Delaware corporation (“Holdings”), the subsidiaries of Holdings party thereto and the Collateral Agent (as defined below). The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of October 18, 2013 (as it may be amended, waived, supplemented or otherwise modified, including but not limited to, by that certain Amendment No. 1 dated as of October 1, 2014, that certain Amendment No. 2, dated as of February 14, 2017, that certain Amendment No. 3, dated as of August 14, 2017, and that certain Amendment No. 4, dated as of February 14, 2018, the “Credit Agreement”) among the Borrower, Holdings, the lenders from time to time party thereto (the “Lenders”), Bank of America, N.A., as Administrative Agent, Collateral Agent, Issuing Lender and Swingline Lender, and the other banks and financial institutions party thereto. DON BEST SPORTS CORPORATION (the “Debtor”) is engaged in related businesses, and the Debtor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit 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 Section 1.2 of the Security 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 Obligations, the Debtor, pursuant to the Security Agreement, 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 or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Debtor or in which such Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

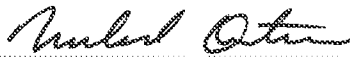
(i) all letters patent of the United States, including, without limitation, any of the foregoing referred to in Schedule I, (ii) applications for letters patent of the United States, including, without limitation, registrations, recordings and pending applications in the United States Patent and Trademark Office, and all continuations, divisions, continuations-in-part or renewals thereof, and the inventions disclosed or claimed therein, including, without limitation, any of the foregoing referred to in Schedule I, and (iii) rights to obtain any reissues or extensions of the foregoing, in each case, owned by such Debtor in its own name.

SECTION 3. 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. The Debtor 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.

IN WITNESS WHEREOF, the Debtor has caused this instrument to be executed as of the day and year first above written.

DON BEST SPORTS CORPORATION

By: 
Name: Michael A. Quartieri
Title: Treasurer and Secretary

[Signature Page to Patent Security Agreement]

Schedule I

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	Don Best Sports Corporation	Method and system for providing real time sports betting information	09899711 07/05/2001	7699701 04/20/2010
2.	Don Best Sports Corporation	Method and system for providing real time sports betting information	12686228 01/12/2010	8057300 11/15/2011
3.	Don Best Sports Corporation	Method and system for providing real time sports betting information	13279129 10/21/2011	8764556 07/01/2014