

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6046701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	EVERI PAYMENTS INC.	03/31/2020
	EVERI GAMES INC.	03/31/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT	
<b>Street Address:</b>	520 MADISON AVENUE	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10022	
<b>PROPERTY NUMBERS Total: 33</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	16265010	
Application Number:	16274148	
Application Number:	16363805	
Application Number:	16379543	
Application Number:	16382943	
Application Number:	16431426	
Application Number:	16436198	
Application Number:	16449190	
Application Number:	16510959	
Application Number:	16511354	
Application Number:	16521472	
Application Number:	16543429	
Application Number:	16577218	
Application Number:	16600357	
Application Number:	29709236	
Application Number:	29709285	
Application Number:	62914522	
Application Number:	29709283	
Application Number:	29709284	

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Property Type	Number
Application Number:	62914986
Application Number:	62914791
Application Number:	62914905
Application Number:	16665393
Application Number:	16699770
Application Number:	16706683
Application Number:	16706882
Application Number:	16727451
Application Number:	16738824
Application Number:	16738895
Application Number:	16742012
Application Number:	16746886
Application Number:	16803431
Application Number:	29726835

#### **CORRESPONDENCE DATA**

**Fax Number:** (858)638-5010

*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:** 8586386756

**Email:** aldon.griffis@dlapiper.com

**Correspondent Name:** LISA A. HAILE, J.D., PH.D.

**Address Line 1:** DLA PIPER LLP (US)

**Address Line 2:** 4365 EXECUTIVE DRIVE, SUITE 1100

**Address Line 4:** SAN DIEGO, CALIFORNIA 92121-2133

**ATTORNEY DOCKET NUMBER:** 382494-000044 EVERI

**NAME OF SUBMITTER:** LISA A. HAILE, J.D., PH.D.

**SIGNATURE:** /Lisa A. Haile/

**DATE SIGNED:** 04/03/2020

#### **Total Attachments: 5**

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PATENT SECURITY AGREEMENT  
(SHORT-FORM)

PATENT SECURITY AGREEMENT, dated as of March 31, 2020 (this “Agreement”), among EVERI PAYMENTS INC., a Delaware corporation (the “Borrower”), the other Grantors identified herein and JEFFERIES FINANCE LLC, as Collateral Agent for the Secured Parties.

Reference is made to that certain Security Agreement, dated as of May 9, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of May 9, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Everi Holdings Inc., Jefferies Finance LLC, as Administrative Agent, Collateral Agent, Swing Line Lender, and L/C Issuer, and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”). The Guarantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the performance of obligations by the Hedge Banks and the Cash Management Banks under any Secured Hedge Agreements and Secured Cash Management Agreement, as applicable, and each undersigned Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Hedge Banks and the Cash Management Banks to enter in to such Secured Hedge Agreements and Secured Cash Management Agreements, as applicable. 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 Article I of the Credit 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, including the Guarantees, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and 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 and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, and all reissues, re-examinations, continuations, divisions, continuations-in-part, renewals or extensions thereof, owned by the Grantors including those listed on Schedule I hereto, the inventions or improvements disclosed or claimed therein, all Proceeds and products of any of the foregoing, and all causes of action arising prior to or after the date hereof for infringement of any of the foregoing.

Section 3. Termination. This Patent Security Agreement and the security interest granted hereby (in each case, as to an individual Grantor) shall automatically terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver, at

the sole expense of the Grantors, to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate, at the sole expense of the Grantors, with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.

Section 4. Supplement to the 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. Each Grantor 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.

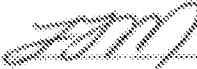
Section 5. Governing Law. The terms of Section 11.14 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

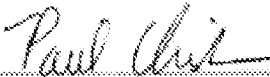
EVERI PAYMENTS INC. as the Borrower and a  
Grantor

EVERI GAMES INC., as a Grantor

By: \_\_\_\_\_

Name: Randy L. Taylor  
Title: Chief Financial Officer

JEFFERIES FINANCE LLC,  
as Collateral Agent

By: \_\_\_\_\_

Name: Paul Chisholm  
Title: Managing Director

**Schedule I**  
**SCHEDULE OF PATENTS**

Patent Applications:

OWNER	TITLE OF APPLICATION	APPLICATION NUMBER	FILING DATE	COUNTRY
EVERI GAMES INC.	[REDACTED]	16/265,010	2019/02/01	USA
EVERI GAMES INC.	[REDACTED]	16/274,148	2019/02/13	USA
EVERI GAMES INC.	[REDACTED]	16/363,805	2019/03/25	USA
EVERI PAYMENTS INC.	[REDACTED]	16/379,543	2019/04/09	USA
EVERI PAYMENTS INC.	[REDACTED]	16/382,943	2019/04/12	USA
EVERI GAMES INC.	[REDACTED]	16/431,426	2019/06/04	USA
EVERI PAYMENTS INC.	[REDACTED]	16/436,198	2019/06/10	USA
EVERI GAMES INC.	[REDACTED]	16/449,190	2019/06/21	USA
EVERI GAMES INC.	[REDACTED]	16/510,959	2019/07/14	USA
EVERI GAMES INC.	[REDACTED]	16/511,354	2019/07/15	USA
EVERI GAMES INC.	[REDACTED]	16/521,472	2019/07/24	USA
EVERI GAMES INC.	[REDACTED]	16/543,429	2019/08/06	USA
EVERI GAMES INC.	[REDACTED]	16/577,218	2019/09/20	USA
EVERI GAMES INC.	[REDACTED]	16/600,357	2019/10/11	USA
EVERI GAMES INC.	[REDACTED]	29/709,236	2019/10/11	USA
EVERI GAMES INC.	[REDACTED]	29/709,285	2019/10/13	USA
EVERI GAMES INC.	[REDACTED]	62/914,522	2019/10/13	USA
EVERI GAMES INC.	[REDACTED]	29/709,283	2019/10/13	USA
EVERI GAMES INC.	[REDACTED]	29/709,284	2019/10/13	USA

OWNER	TITLE OF APPLICATION	APPLICATION NUMBER	FILING DATE	COUNTRY
EVERI GAMES INC.	[REDACTED]	62/914,986	2019/10/14	USA
EVERI GAMES INC.	[REDACTED]	62/914,791	2019/10/14	USA
EVERI PAYMENTS INC.	[REDACTED]	62/914,905	2019/10/14	USA
EVERI GAMES INC.	[REDACTED]	16/665,393	2019/10/28	USA
EVERI GAMES INC.	[REDACTED]	16/699,770	2019/12/03	USA
EVERI GAMES INC.	[REDACTED]	16/706,683	2019/12/07	USA
EVERI GAMES INC.	[REDACTED]	16/706,882	2019/12/09	USA
EVERI PAYMENTS INC.	[REDACTED]	16/727,451	2019/12/26	USA
EVERI GAMES INC.	[REDACTED]	16/738,824	2020/01/09	USA
EVERI GAMES INC.	[REDACTED]	16/738,895	2020/01/14	USA
EVERI PAYMENTS INC.	[REDACTED]	16/742,012	2020/01/14	USA
EVERI GAMES INC.	[REDACTED]	16/746,886	2020/02/19	USA
EVERI GAMES INC.	[REDACTED]	16/803,431	2020/02/27	USA
EVERI GAMES INC.	[REDACTED]	29/726,835	2020/03/05	USA
EVERI PAYMENTS INC.	[REDACTED]	I/1626	2019-10-04	MACAU