

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6183978

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GAMBLIT GAMING, LLC	07/01/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SPV 47, LLC
<b>Street Address:</b>	C/O BAIN CAPITAL CREDIT, LP
<b>Internal Address:</b>	200 CLARENDON STREET
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>PROPERTY NUMBERS Total: 22</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10614674
Application Number:	16365239
Application Number:	16897245
Application Number:	16814924
Application Number:	16891003
Application Number:	16883883
Application Number:	16794148
Application Number:	16867485
Application Number:	16854830
Application Number:	16842603
Application Number:	16848709
Application Number:	16883956
Application Number:	16848716
Application Number:	16854835
Application Number:	16814903
Application Number:	16848742
Application Number:	16848755
Application Number:	16842651
Application Number:	16877428

Property Type	Number
Application Number:	16839054
Application Number:	16839070
Application Number:	16904546

**CORRESPONDENCE DATA**

**Fax Number:** (617)235-9492

*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:** 6179517000

**Email:** Crena.Pacheco@ropesgray.com

**Correspondent Name:** ROPES & GRAY LLP

**Address Line 1:** PRUDENTIAL TOWER

**Address Line 2:** 800 BOYLSTON STREET

**Address Line 4:** BOSTON, MASSACHUSETTS 02199-3600

<b>ATTORNEY DOCKET NUMBER:</b>	BCCI-283-153
<b>NAME OF SUBMITTER:</b>	CRENA PACHECO
<b>SIGNATURE:</b>	/Crena Pacheco/
<b>DATE SIGNED:</b>	07/02/2020

**Total Attachments: 7**

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**GAMBLIT GAMING, LLC**

**GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS**

**July 1, 2020**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Gamblit Gaming, LLC, a Delaware limited liability company with its principal office located at 700 N. Central Avenue, Suite 700, Glendale, CA 91203 (the “**Grantor**”), and the undersigned grantee (the “**Grantee**”) hereby agree as follows:

Grantor hereby grants to the Grantee a continuing security interest in (i) all of the Grantor’s rights, title and interests in, to and under the United States patents and patent applications (the “**Patents**”) set forth on Schedule A attached hereto, (ii) any and all rights and privileges arising under applicable law with respect to Grantor’s use of the Patents, (iii) any and all inventions and improvements described therein, (iv) any and all issuances, reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (v) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (vi) any and all rights corresponding thereto throughout the world and (vii) any and all rights to sue for past, present or future infringements thereof.

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement by and between the Grantor and the Grantee, dated as of February 18, 2020 (as amended, modified, restated and/or supplemented from time to time, the “**Security Agreement**”). This grant of security interest in United States Patents (this “**Grant**”) is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Grantor shall have the duty, with respect to the Patents used in the Grantor’s business, to use commercially reasonable efforts to protect, enforce and defend, at Grantor’s expense, such Patents, including (A) to the extent commercially practicable for Grantor, enforcing, defending, including suing for infringement or misappropriation, and recovering any and all damages for such infringement or misappropriation (B) to prosecute any patent application that is used in the Grantor’s business and part of the Patents pending as of the date hereof or hereafter until the termination of the Security Agreement and (C) to take all commercially reasonable and necessary action to preserve and maintain all of Grantor’s Patents and its rights therein, including paying all maintenance fees thereof. Grantor further agrees to avoid abandonment of any issued patents of the Patents or similar rights used in the Grantor’s business.

Grantor acknowledges and agrees that the Grantee shall have no duties with respect to any Patents or Patent licenses or other similar rights of Grantor. Without limiting the generality of this paragraph, Grantor acknowledges and agrees that Grantee shall not be under any obligation

to take any steps necessary to preserve rights in the Collateral consisting of Patents or Patent licenses or other similar rights against any other person or entity (the “**Actions**”), but any Grantee may take such Actions, only to the extent commercially practicable for Grantor, at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be at the sole expense of such Grantor; provided that, notwithstanding anything to the contrary contained herein, to the extent that Grantee successfully forecloses on the Patents, and collects, receives, appropriates, realizes or otherwise claims the right to recover the Patents, Grantee shall be solely responsible for all such expenses incurred following such foreclosure.

As soon as available and in any event within 120 days after the end of each fiscal year of the Grantor, Grantor shall provide the Grantees with any additional Patent Security Agreements necessary to record with the United States Patent and Trademark Office the Grantees’ Lien on the United States Patents (and applications therefor) owned by Grantor and included in the Collateral.

Grantor shall take all reasonable steps that Grantor deems appropriate under the circumstances, using its reasonable business judgment, to maintain the confidentiality of (to the extent permissible under applicable law), and otherwise protect and enforce its rights in, the Patents that are necessary in the conduct of Grantor’s business.

Grantor shall not enter into any Patent license, or other similar right material to the business of Grantor, to receive any license or rights in any Patents of any other person or entity unless Grantor has used commercially reasonable efforts to not prohibit the assignment of or grant of a security interest in such Patent license or other similar right (and all rights of Grantor thereunder) to the Grantee.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

**GAMBLIT GAMING, LLC**

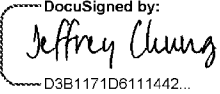
By: Eric Meyerhofer

Name: Eric Meyerhofer

Title: ceo

Accepted and Acknowledged by:

**SPV 47, LLC,**  
as Grantee

DocuSigned by:  
  
D3B1171D6111442...  
**By:** \_\_\_\_\_  
**Name: Jeffrey Chung**  
**Title: Manager**

**Schedule A**  
**Patents & Patent Applications**

<b><u>Title</u></b>	<b><u>Country</u></b>	<b><u>Status</u></b>	<b><u>Current Owner</u></b>	<b><u>Application Number</u></b>	<b><u>Patent Number</u></b>
TIMED SKILL OBJECTIVE WAGERING SYSTEM	US	Issued	Gamblit Gaming, LLC	15951155	US10614674B2
DELAYED WAGERING INTERLEAVED WAGERING SYSTEM	US	Pending	Gamblit Gaming, LLC	16365239	
BONUS JACKPOTS IN ENRICHED GAME PLAY ENVIRONMENT	US	Pending	Gamblit Gaming, LLC	16897245	
HYBRID GAMING SYSTEM HAVING OMNISCIENCE GAMBLING PROPOSITION	US	Pending	Gamblit Gaming, LLC	16814924	
HYBRID GAME WITH MANUAL TRIGGER OPTION	US	Pending	Gamblit Gaming, LLC	16891003	
GAMBLING HYBRID GAMING SYSTEM WITH ACCUMULATED TRIGGER AND DEFERRED GAMBLING	US	Pending	Gamblit Gaming, LLC	16883883	
CATAPULT INTERLEAVED WAGERING SYSTEM	US	Pending	Gamblit Gaming, LLC	16794148	
THRESHOLD TRIGGERED INTERLEAVED WAGERING SYSTEM	US	Pending	Gamblit Gaming, LLC	16867485	
MULTI-CONTROL STICK INTERLEAVED WAGERING SYSTEM	US	Pending	Gamblit Gaming, LLC	16854830	
INTERLEAVED WAGERING SYSTEM WITH TIMED	US	Pending	Gamblit Gaming, LLC	16842603	

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Current Owner</u>	<u>Application Number</u>	<u>Patent Number</u>
RANDOMIZED VARIABLE					
INTERMEDIATE IN-GAME RESOURCE HYBRID GAMING SYSTEM	US	Pending	Gamblit Gaming, LLC	16848709	
ENHANCED INTERLEAVED WAGERING SYSTEM	US	Pending	Gamblit Gaming, LLC	16883956	
TOPPER SYSTEM FOR A WAGERING SYSTEM	US	Pending	Gamblit Gaming, LLC	16848716	
DISTRIBUTED ANONYMOUS PAYMENT WAGERING SYSTEM	US	Pending	Gamblit Gaming, LLC	16854835	
VARIABLE SKILL PROPOSITION INTERLEAVED WAGERING SYSTEM	US	Pending	Gamblit Gaming, LLC	16814903	
VARIABLE SKILL OBJECTIVE WAGERING SYSTEM	US	Pending	Gamblit Gaming, LLC	16848742	
SOCIAL NETWORK WAGERING SYSTEM	US	Pending	Gamblit Gaming, LLC	16848755	
TIMED SKILL OBJECTIVE WAGERING SYSTEM	US	Pending	Gamblit Gaming, LLC	16842651	
SYSTEMS FOR CONTINUOUS MULTIVARIATE WAGERING	US	Pending	Gamblit Gaming, LLC	16877428	
SYSTEMS FOR SET COLLECTION MULTIVARIATE WAGERING	US	Pending	Gamblit Gaming, LLC	16839054	
SYSTEMS FOR SET COLLECTION MULTIVARIATE WAGERING	US	Pending	Gamblit Gaming, LLC	16839070	



<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Current Owner</u>	<u>Application Number</u>	<u>Patent Number</u>
SYSTEMS FOR IN-GAME PURCHASE MULTIVARIATE WAGERING	US	Pending	Gamblit Gaming, LLC	16904546	