

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scientific Games International, Inc.		10/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Scientific Games, LLC		
Street Address:	1500 Bluegrass Parkway		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	1070366	7-11-21	
Registration Number:	1288007	LOOSE CHANGE	
Registration Number:	1455531	7 COME 11	
Registration Number:	2059302	FORTUNE COOKIE	
Registration Number:	2204591	HOLD 'EM POKER	
Registration Number:	2482582	LUCKY 9'S	
Registration Number:	2553503	ROCK PAPER SCISSORS	
Registration Number:	2659019	FOUREAL	
Registration Number:	2725718	GO TO	
Registration Number:	2799859	LUCKY DICE	
Registration Number:	2855707	RADDS	
Registration Number:	2915309	PLAYCENTRAL	
Registration Number:	3042117	TRUCKS & BUCKS	
Registration Number:	3161052	TEXAS HOLD'EM	
Registration Number:	3612258	FAILSAFE	
Registration Number:	3661487	SMART SERVICES	
Registration Number:	3735021	NEST EGG	
Registration Number:	3843333	POINTS FOR PRIZES	
Registration Number:	3936203	WELCOME TO FABULOUS LAS VEGAS	
		TRADEMARK	

CH \$1540.00 1070366

Property Type	Number	Word Mark
Registration Number:	3978817	HOT NUMBERS
Registration Number:	4073929	AMERICAN MUSCLE
Registration Number:	4430201	POINTS FOR DRAWINGS
Registration Number:	4770521	SAFE CASH
Registration Number:	4812901	SCRATCH MY BACK
Registration Number:	5167310	GIGANTIX
Registration Number:	5188316	3 TIMES THE FUN
Registration Number:	5200768	POP N' PAK
Registration Number:	5212966	GEM INTELLIGENCE
Registration Number:	5212967	GEM INTELLIGENCE
Registration Number:	5224524	SHARE THE LUCK
Registration Number:	5271717	LOBSTER LOOT
Registration Number:	5277304	ICE INK
Registration Number:	5320622	LOTTERY INMOTION
Registration Number:	5376100	FUN PLAY
Registration Number:	5382257	LUXVELVET
Registration Number:	5382258	LUXTOUCH
Registration Number:	5387153	MOBIPLAY
Registration Number:	5454086	CHOICEPLAY
Registration Number:	5459914	TRUVIEW KENO
Registration Number:	5460799	SCIQ
Registration Number:	5477366	BILLION DOLLAR CHALLENGE
Registration Number:	5503976	SECURTAG
Registration Number:	5504064	SPARKLE
Registration Number:	5530616	MOBIPLAY
Registration Number:	5629741	BOARDGAME BONUS
Registration Number:	5661780	CLEARMARK
Registration Number:	5690550	LUXCOLOR
Registration Number:	6081553	ROSE GOLD
Registration Number:	6186360	LUXSHIMMER
Registration Number:	5682445	\$5 MILLION VEGAS CHALLENGE
Registration Number:	6426061	ROSE · GOLD
Serial Number:	88321952	MOTOR MONEY
Serial Number:	88321964	EL GORDO
Serial Number:	88321982	EL GORDO
Serial Number:	90476666	PUNCH N' PLAY
Serial Number:	90548891	MOMENTUM
Serial Number:	90723441	BLOCK-O

Property Type	Number	Word Mark
Serial Number:	87506674	DIMENSION
Serial Number:	88880778	EVERLASTING MILLION CHALLENGE
Serial Number:	90705385	CROSSWORD X-TRA
Serial Number:	87162080	SG SPORTS

CORRESPONDENCE DATA

Fax Number:

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: 7025325847
Email: cynthia.smith@scientificgames.com
Correspondent Name: Cynthia Smith
Address Line 1: 6601 Bermuda Road
Address Line 4: Las Vegas, NEVADA 89119

ATTORNEY DOCKET NUMBER:	LOT, ASSIGN, NO. 5
NAME OF SUBMITTER:	Cynthia Smith
SIGNATURE:	/cynthia smith/
DATE SIGNED:	04/04/2022

Total Attachments: 11

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”), effective as of April 1, 2022 is made and entered into by and among Scientific Games International, Inc., a corporation organized and existing under the laws of Delaware (“Assignor”), on the one hand, and Scientific Games, LLC, a limited liability company organized and existing under the laws of Delaware (“Assignee”), on the other hand, (each of Assignor and Assignee, a “Party,” and collectively, the “Parties”). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the EPA (as defined below).

WHEREAS, Scientific Games Corporation, a Nevada corporation (“SG CORP”) and BCP Acquisitions LLC, a Delaware limited liability company (“Buyer”), have entered into that certain Equity Purchase Agreement, dated as of October 27, 2021 (the “EPA”), pursuant to which Buyer or certain of its Affiliates agreed to purchase from SG CORP and its Affiliates, and SG CORP and its Affiliates agreed to sell to Buyer or such Affiliates, the Transferred Equity Interests and other assets, on the terms and subject to the conditions set forth in in the EPA (the “Acquisition”); and

WHEREAS, in connection with the Acquisition, SG CORP, on behalf of itself and its Affiliates (including Assignor), has agreed to sell, transfer and assign to Assignee, and Assignee has agreed to acquire, all of their right, title, and interest in and to certain Intellectual Property, including the Assigned Trademarks (as defined below).

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the EPA, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts the sale, assignment, transfer and conveyance of, all of Assignor’s worldwide right, title and interest in, to and under the Trademark applications and registrations set out in the attached Schedule A (the “Assigned Trademarks”), together with, as applicable, (i) all registrations that have been or may be granted thereon and all applications for registrations thereof, (ii) all common law rights thereto, (iii) all rights therein provided by international conventions and treaties, (iv) all rights of priority and renewals, (v) the rights to sue, recover damages and obtain equitable relief and all other remedies for past, present and future infringement, misappropriation, dilution or other violation thereof, (vi) all rights to collect past and future income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Assigned Trademarks, (vii) the right to file, register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency, government, office or registrar, (viii) the right to fully and entirely stand in the place of Assignor or its Affiliates, as applicable, in all matters related to the Assigned Trademarks and (ix) all goodwill of the business connected with the use of and symbolized by the Assigned Trademarks. This foregoing assignment is intended to be an absolute assignment and not by way of security. Assignor and Assignee acknowledge and agree that, with respect to any United States Trademark applications included in the Assigned Trademarks that were filed on the basis of an “intent to use” such Trademarks (where an amendment to allege use or a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such Trademark application is converted to a “use in commerce” application pursuant to Section (1)(c) of the Lanham Act has not, as of the Effective Date, been filed and accepted by the United States Patent and

Trademark Office), Assignee is the successor to the business of the Assignor, or portion thereof, to which such Trademark applications pertain, and that business is ongoing and existing.

Section 2. Further Assurances. Assignor shall, upon reasonable request of Assignee and at Assignee's expense, provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the timely execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and take such other reasonable actions as may be necessary or desirable to record, memorialize or perfect Assignee's right, title and interest in, to and under the Assigned Trademarks.

Section 3. Due Authorization. To the extent applicable, the Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office and any other official of any applicable Governmental Entity to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks to and in the name of Assignee.

Section 4. Governing Law. This Assignment, and all matters, claims, controversies, disputes, suits, actions or proceedings arising out of or relating to this Assignment and the negotiation, execution or performance of this Assignment or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise) in connection therewith shall be interpreted, construed and governed by and enforced pursuant to the laws of the State of Nevada, without regard to the conflicts of law rules of such state.

Section 5. General Provisions. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. This Assignment is entered into pursuant to the EPA. To the extent of any conflict between this Assignment and the EPA, the EPA will govern. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative as of the date first written above.

Scientific Games International, Inc.

(Assignor)

DocuSigned by:

Patrick McHugh

By:

83E1DEE78D4A4E3...

Name: Patrick McHugh

Title: President and Chief Executive
Officer, Secretary and Treasurer

[Signature Page to SGII Trademark Assignment]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative as of the date first written above.

Scientific Games, LLC

(Assignee)

DocuSigned by:

By:

Patrick McHugh

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Name: Patrick McHugh

Title: Chief Executive Officer

[Signature Page to SGII Trademark Assignment]

SCHEDULE A

Mark	Registration Number Application Number	Jurisdiction
BLOCK-O	2108719	CA - (Canada)
DOUBLE TREASURE	TMA513007	CA - (Canada)
PUNCH N' PLAY	2078669	CA - (Canada)
GOLD LUCK	TMA510262	CA - (Canada)
AEGIS	016940769	EM - (European Union Trademark)
FLAIR	016942492	EM - (European Union Trademark)
iCASH	004754479	EM - (European Union Trademark)
MEGA PLAY	004704151	EM - (European Union Trademark)
PLAY CENTRAL	016941569	EM - (European Union Trademark)
ROCK PAPER SCISSORS	002687077	EM - (European Union Trademark)
SCIQ	017868646	EM - (European Union Trademark)

[Schedule A]

SG SYMPHONY	018024056	EM - (European Union Trademark)
JUMBO BUCKS	T21042	GA - (Georgia (State))
AEGIS	UK00916940769	GB - (Great Britain)
FLAIR	UK00916942492	GB - (Great Britain)
iCASH	UK00904754479	GB - (Great Britain)
MEGA PLAY	UK00904704151	GB - (Great Britain)
PLAY CENTRAL	UK00916941569	GB - (Great Britain)
ROCK PAPER SCISSORS	UK00902687077	GB - (Great Britain)
SCIQ	UK00917868646	GB - (Great Britain)
SG LOTTERY	657154	LA - (Louisiana)
SG LOTTERY	38679200	ND - (North Dakota)
SG LOTTERY	10205413	NE - (Nebraska)
SG SPORTS	87162080	US - (United States)
\$5 MILLION VEGAS CHALLENGE	5682445	US - (United States)
3 TIMES THE FUN	5188316	US - (United States)

[Schedule A]

7 COME 11	1455531	US - (United States)
7-11-21	1070366	US - (United States)
AMERICAN MUSCLE	4073929	US - (United States)
BILLION DOLLAR CHALLENGE	5477366	US - (United States)
BLOCK-O	90723441	US - (United States)
BOARDGAME BONUS	5629741	US - (United States)
CHOICEPLAY	5454086	US - (United States)
CLEARMARK	5661780	US - (United States)
CROSSWORD X- TRA	90705385	US - (United States)
DIMENSION (Abandoned)	87506674	US - (United States)
EL GORDO	88321982	US - (United States)
EL GORDO	88321964	US - (United States)
EVERLASTING MILLION CHALLENGE	88880778	US - (United States)
FAILSAFE	3612258	US - (United States)

[Schedule A]

FORTUNE COOKIE	2059302	US - (United States)
FOUREAL	2659019	US - (United States)
FUN PLAY	5376100	US - (United States)
GEM INTELLIGENCE DESIGN	5212967	US - (United States)
GEM INTELLIGENCE DESIGN	5212966	US - (United States)
GIGANTIX	5167310	US - (United States)
GO TO	2725718	US - (United States)
HOLD 'EM POKER	2204591	US - (United States)
HOT NUMBERS	3978817	US - (United States)
ICE INK	5277304	US - (United States)
LOBSTER LOOT	5271717	US - (United States)
LOOSE CHANGE	1288007	US - (United States)
LOTTERY INMOTION	5320622	US - (United States)
LUCKY 9'S	2482582	US - (United States)
LUCKY DICE	2799859	US - (United States)

[Schedule A]

LUXCOLOR	5690550	US - (United States)
LUXSHIMMER	6186360	US - (United States)
LUXTOUCH	5382258	US - (United States)
LUXVELVET	5382257	US - (United States)
MOBIPLAY	5387153	US - (United States)
MOBIPLAY DESIGN	5530616	US - (United States)
MOMENTUM	90548891	US - (United States)
MOTOR MONEY	88321952	US - (United States)
NEST EGG	3735021	US - (United States)
PLAYCENTRAL	2915309	US - (United States)
POINTS FOR DRAWINGS	4430201	US - (United States)
POINTS FOR PRIZES	3843333	US - (United States)
POP N PAK	5200768	US - (United States)
PUNCH N' PLAY	90476666	US - (United States)
RADDS	2855707	US - (United States)
ROCK PAPER SCISSORS	2553503	US - (United States)

[Schedule A]

ROSE GOLD	6081553	US - (United States)
ROSE GOLD DESIGN	6426061	US - (United States)
SAFE CASH	4770521	US - (United States)
SCIQ	5460799	US - (United States)
SCRATCH MY BACK	4812901	US - (United States)
SECURTAG	5503976	US - (United States)
SHARE THE LUCK	5224524	US - (United States)
SMART SERVICES	3661487	US - (United States)
SPARKLE	5504064	US - (United States)
TEXAS HOLD'EM	3161052	US - (United States)
TRUCKS & BUCKS	3042117	US - (United States)
TRUVIEW KENO	5459914	US - (United States)
WELCOME TO FABULOUS LAS VEGAS	3936203	US - (United States)
SG LOTTERY	20151440716	WI - (Wisconsin)
SG MOMENTUM	15797608	EM - (European Union Trademark)

[Schedule A]

SG SPORTS	15808116	EM - (European Union Trademark)
SG MOMENTUM	UK00915797608	GB - (Great Britain)
SG SYMPHONY	UK00918024056	GB - (Great Britain)
SG SPORTS	UK00915808116	GB - (Great Britain)

[Schedule A]

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RECORDED: 04/04/2022

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