

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718731

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 Corporation		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: 30			
Property Type	Number	Word Mark	
Registration Number:	2655728	AEGIS	
Registration Number:	2860657	SCIENTIFIC GAMES	
Registration Number:	5105985	SCIENTIFIC GAMES	
Registration Number:	5246944	SCIENTIFIC GAMES	
Registration Number:	5271734	SCIENTIFIC GAMES	
Registration Number:	5105987	SG SCIENTIFIC GAMES	
Registration Number:	5191958	SG SCIENTIFIC GAMES	
Registration Number:	2913487	SG SCIENTIFIC GAMES	
Registration Number:	5246945	SG SCIENTIFIC GAMES	
Registration Number:	5105986	SG SCIENTIFIC GAMES	
Registration Number:	5191957	SG SCIENTIFIC GAMES	
Registration Number:	5251684	SG SCIENTIFIC GAMES	
Serial Number:	76256913	SCIENTIFIC GAMES	
Serial Number:	86710456	SCIENTIFIC GAMES	
Serial Number:	86710454	SCIENTIFIC GAMES	
Serial Number:	86710457	SCIENTIFIC GAMES	
Serial Number:	87730816	SG DIGITAL	
Serial Number:	88002470	SG DIGITAL	
Serial Number:	88002492	SG DIGITAL	

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Property Type	Number	Word Mark
Serial Number:	86500092	SG INTERACTIVE
Serial Number:	87326986	SG LIVE MEDIA
Serial Number:	86710493	SG SCIENTIFIC GAMES
Serial Number:	86710494	SG SCIENTIFIC GAMES
Serial Number:	86710495	SG SCIENTIFIC GAMES
Serial Number:	76256912	SG SCIENTIFIC GAMES
Serial Number:	86710490	SG SCIENTIFIC GAMES
Serial Number:	86710491	SG SCIENTIFIC GAMES
Serial Number:	86710492	SG SCIENTIFIC GAMES
Serial Number:	87020099	SG UNIVERSE
Serial Number:	90510417	SG UNIVERSE

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. 2
NAME OF SUBMITTER:	Cynthia Smith
SIGNATURE:	/cynthia smith/
DATE SIGNED:	04/04/2022

Total Attachments: 17

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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 Corporation, 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 Corporation
(Assignor)

By: 

Name: James Sottile

Title: Executive Vice President and Chief
Legal Officer

[Signature Page to SGC Trademark Assignment]

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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 SGC Trademark Assignment]

SCHEDULE A

Mark	Registration Number Application Number	Jurisdiction
SCIENTIFIC GAMES	3131169	AR - (Argentina)
SCIENTIFIC GAMES	3677147	AR - (Argentina)
SCIENTIFIC GAMES	3131171	AR - (Argentina)
SG GAMING COLOR DESIGN	2772962	AR - (Argentina)
SG Lottery	2772968	AR - (Argentina)
SG Lottery	2772966	AR - (Argentina)
SG Lottery	2772964	AR - (Argentina)
SG Lottery	2772965	AR - (Argentina)
SCIENTIFIC GAMES	1711155	AU - (Australia)
SG DIGITAL	1897987	AU - (Australia)
SG DIGITAL	1935959	AU - (Australia)
SG DIGITAL DESIGN	1935997	AU - (Australia)
SG GAMING COLOR DESIGN	1717854	AU - (Australia)

[Schedule A]

SG GAMING COLOR DESIGN	1668596	AU - (Australia)
SG GAMING COLOR DESIGN	1676775	AU - (Australia)
SG INTERACTIVE COLOR DESIGN	1717860	AU - (Australia)
SG INTERACTIVE COLOR DESIGN	1676768	AU - (Australia)
SG INTERACTIVE COLOR DESIGN	1668597	AU - (Australia)
SG Lottery	1668598	AU - (Australia)
SG Lottery	1676762	AU - (Australia)
SG Lottery Color Design	1717871	AU - (Australia)
SG SCIENTIFIC GAMES COLOR DESIGN	1711157	AU - (Australia)
SG SCIENTIFIC GAMES DESIGN	1711158	AU - (Australia)
SG SCIENTIFIC GAMES COLOR DESIGN	917353366	BR - (Brazil)
SG SCIENTIFIC GAMES COLOR DESIGN	917353293	BR - (Brazil)

[Schedule A]

SG SCIENTIFIC GAMES COLOR DESIGN	917353374	BR - (Brazil)
SCIENTIFIC GAMES	1122195	CA - (Canada)
SCIENTIFIC GAMES	1746842	CA - (Canada)
SG DIGITAL	1874911	CA - (Canada)
SG DIGITAL	1904644	CA - (Canada)
SG DIGITAL DESIGN	1904642	CA - (Canada)
SG GAMING DESIGN	1805156	CA - (Canada)
SG INTERACTIVE DESIGN	1805157	CA - (Canada)
SG LOTTERY DESIGN	1805153	CA - (Canada)
SG SCIENTIFIC GAMES COLOR DESIGN	1746847	CA - (Canada)
SG SCIENTIFIC GAMES DESIGN	1122196	CA - (Canada)
SG SCIENTIFIC GAMES DESIGN	1746846	CA - (Canada)
AEGIS	TMA597969	CA - (Canada)

[Schedule A]

HOT STUFF	TMA509624	CA - (Canada)
SG GAMING COLOR DESIGN	1140232	CL - (Chile)
SG GAMING COLOR DESIGN	1140228	CL - (Chile)
SG INTERACTIVE COLOR DESIGN	1140240	CL - (Chile)
SG Lottery	1140246	CL - (Chile)
SG Lottery Color Design	1140242	CL - (Chile)
SCIENTIFIC GAMES	002462265	EM - (European Union Trademark)
SG DIGITAL	017645052	EM - (European Union Trademark)
SG DIGITAL	017920949	EM - (European Union Trademark)
SG DIGITAL DESIGN	017920950	EM - (European Union Trademark)
SG GAMING	10870632	EM - (European Union Trademark)
SG GAMING COLOR DESIGN	14304745	EM - (European Union Trademark)

[Schedule A]

SG GAMING COLOR DESIGN	13634027	EM - (European Union Trademark)
SG INTERACTIVE COLOR DESIGN	14180947	EM - (European Union Trademark)
SG INTERACTIVE COLOR DESIGN	13634051	EM - (European Union Trademark)
SG Lottery	14376041	EM - (European Union Trademark)
SG Lottery	13634068	EM - (European Union Trademark)
SG SCIENTIFIC GAMES DESIGN	002462646	EM - (European Union Trademark)
SCIENTIFIC GAMES	UK00902462265	GB - (Great Britain)
SG DIGITAL	UK00003319256	GB - (Great Britain)
SG DIGITAL	UK00917920949	GB - (Great Britain)
SG DIGITAL	UK00917645052	GB - (Great Britain)
SG DIGITAL DESIGN	UK00003319250	GB - (Great Britain)
SG DIGITAL DESIGN	UK00917920950	GB - (Great Britain)
SG GAMING	UK00910870632	GB - (Great Britain)

[Schedule A]

SG GAMING COLOR DESIGN	UK00914304745	GB - (Great Britain)
SG GAMING COLOR DESIGN	UK00913634027	GB - (Great Britain)
SG INTERACTIVE COLOR DESIGN	UK00914180947	GB - (Great Britain)
SG INTERACTIVE COLOR DESIGN	UK00913634051	GB - (Great Britain)
SG Lottery	UK00914376041	GB - (Great Britain)
SG Lottery	UK00913634068	GB - (Great Britain)
SG SCIENTIFIC GAMES DESIGN	UK00902462646	GB - (Great Britain)
SG GAMING COLOR DESIGN	45-2015-803	KR - (Republic of Korea)
SG INTERACTIVE COLOR DESIGN	45-2015-804	KR - (Republic of Korea)
SG LOTTERY COLOR DESIGN	45-2015-805	KR - (Republic of Korea)
SCIENTIFIC GAMES	N102436	MO - (Macao)
SCIENTIFIC GAMES	N102434	MO - (Macao)
SCIENTIFIC GAMES	N102435	MO - (Macao)

[Schedule A]

SG GAMING COLOR DESIGN	N94649	MO - (Macao)
SG GAMING COLOR DESIGN	N94650	MO - (Macao)
SG GAMING DESIGN	N94651	MO - (Macao)
SG INTERACTIVE	N94653	MO - (Macao)
SG INTERACTIVE	N94652	MO - (Macao)
SG LOTTERY	N94656	MO - (Macao)
SG LOTTERY	N94654	MO - (Macao)
SG LOTTERY DESIGN	N94655	MO - (Macao)
SG SCIENTIFIC GAMES COLOR DESIGN	N102430	MO - (Macao)
SG SCIENTIFIC GAMES COLOR DESIGN	N102428	MO - (Macao)
SG SCIENTIFIC GAMES COLOR DESIGN	N102429	MO - (Macao)
SG SCIENTIFIC GAMES DESIGN	N102431	MO - (Macao)

[Schedule A]

SG SCIENTIFIC GAMES DESIGN	N102432	MO - (Macao)
SG SCIENTIFIC GAMES DESIGN	N102433	MO - (Macao)
SG DIGITAL	1991860	MX - (Mexico)
SG DIGITAL	1991863	MX - (Mexico)
SG GAMING COLOR DESIGN	1573279	MX - (Mexico)
SG GAMING COLOR DESIGN	1573513	MX - (Mexico)
SG GAMING COLOR DESIGN	1573280	MX - (Mexico)
SG INTERACTIVE COLOR DESIGN	1637842	MX - (Mexico)
SG INTERACTIVE COLOR DESIGN	1573278	MX - (Mexico)
SG INTERACTIVE COLOR DESIGN	1573277	MX - (Mexico)
SG LOTTERY COLOR DESIGN	1645434	MX - (Mexico)
SG LOTTERY COLOR DESIGN	1573274	MX - (Mexico)

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SG LOTTERY COLOR DESIGN	1573276	MX - (Mexico)
SG LOTTERY COLOR DESIGN	1573275	MX - (Mexico)
SG SCIENTIFIC GAMES COLOR DESIGN	679101	MX - (Mexico)
SG SCIENTIFIC GAMES COLOR DESIGN	679106	MX - (Mexico)
SG GAMING COLOR DESIGN	2017054395	MY - (Malaysia)
SG GAMING COLOR DESIGN	2017054394	MY - (Malaysia)
SG GAMING COLOR DESIGN	2017054716	MY - (Malaysia)
SG INTERACTIVE COLOR DESIGN	2017054715	MY - (Malaysia)
SG INTERACTIVE COLOR DESIGN	2017054712	MY - (Malaysia)
SG LOTTERY COLOR DESIGN	2017054709	MY - (Malaysia)
SG LOTTERY COLOR DESIGN	2017054717	MY - (Malaysia)

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SG LOTTERY COLOR DESIGN	2017054718	MY - (Malaysia)
SG SCIENTIFIC GAMES COLOR DESIGN	2017054415	MY - (Malaysia)
SG SCIENTIFIC GAMES COLOR DESIGN	2017054402	MY - (Malaysia)
SG SCIENTIFIC GAMES COLOR DESIGN	2017054396	MY - (Malaysia)
SG GAMING COLOR DESIGN	1012228	NZ - (New Zealand)
SG INTERACTIVE	1012229	NZ - (New Zealand)
SG LOTTERY	1012230	NZ - (New Zealand)
SG GAMING COLOR DESIGN	642994-2015	PE - (Peru)
SG GAMING COLOR DESIGN	604344-2015	PE - (Peru)
SG Interactive Color Design	642995-2015	PE - (Peru)
SG Interactive Color Design	604345-2015	PE - (Peru)
SG Lottery Color Design	642996-2015	PE - (Peru)

[Schedule A]

SG LOTTERY COLOR DESIGN	604343-2015	PE - (Peru)
SG GAMING	80724	PR - (Puerto Rico)
SG GAMING COLOR DESIGN	40201501205P	SG - (Singapore)
SG Interactive Color Design	40201501206Y	SG - (Singapore)
SG Lottery Color Design	40201501207U	SG - (Singapore)
SCIENTIFIC GAMES	76256913	US - (United States)
SCIENTIFIC GAMES	86710456	US - (United States)
SCIENTIFIC GAMES	86710454	US - (United States)
SCIENTIFIC GAMES	86710457	US - (United States)
SG DIGITAL	87730816	US - (United States)
SG DIGITAL	88002470	US - (United States)
SG DIGITAL DESIGN	88002492	US - (United States)
SG GAMING	79126075	US - (United States)
SG INTERACTIVE COLOR DESIGN	86500092	US - (United States)

[Schedule A]

SG LIVE MEDIA	87326986	US - (United States)
SG SCIENTIFIC GAMES COLOR DESIGN	86710493	US - (United States)
SG SCIENTIFIC GAMES COLOR DESIGN	86710494	US - (United States)
SG SCIENTIFIC GAMES COLOR DESIGN	86710495	US - (United States)
SG SCIENTIFIC GAMES DESIGN	76256912	US - (United States)
SG SCIENTIFIC GAMES DESIGN	86710490	US - (United States)
SG SCIENTIFIC GAMES DESIGN	86710491	US - (United States)
SG SCIENTIFIC GAMES DESIGN	86710492	US - (United States)
SG UNIVERSE	87020099	US - (United States)
SG UNIVERSE	90510417	US - (United States)
AEGIS	2655728	US - (United States)
Scientific Games	2860657	US - (United States)
Scientific Games	5105985	US - (United States)

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SG Scientific Games	5191957	US - (United States)
SG Scientific Games	5251684	US - (United States)

[Schedule A]

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