

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SG GAMING, INC.		10/27/2021	Corporation: NEVADA
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: 6			
Property Type	Number	Word Mark	
Registration Number:	5443843	GRIDIRON GREEN	
Registration Number:	6322922	ROUTE 66	
Registration Number:	5688863	SCITRAK ULTRA	
Registration Number:	5801754	HEX-POP	
Registration Number:	5205232	MONEY TO BURN	
Serial Number:	90283469	CLOVER ALL OVER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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. 3		
NAME OF SUBMITTER:	Cynthia Smith		
SIGNATURE:	/cynthia smith/		
DATE SIGNED:	04/04/2022		

CH \$165.00 5443843

Total Attachments: 5

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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 SG Gaming, Inc. (f/k/a Bally Gaming, Inc.), a corporation organized and existing under the laws of Nevada (“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, LLC

(Assignee)

DocuSigned by:

By:

Patrick McHugh

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Name: Patrick J. McHugh

Title: Chief Executive Officer

[Signature Page to SGGI Trademark Assignment]

SCHEDULE A

Mark	Registration Number Application Number	Jurisdiction
GRIDIRON GREEN	5443843	US - (United States)
ROUTE 66	6322922	US - (United States)
SCITRAK ULTRA	5688863	US - (United States)
HEX-POP	5801754	US - (United States)
CLOVER ALL OVER	90283469	US - (United States)
MONEY TO BURN	5205232	US - (United States)
SG GAMING	657153	LA - (Louisiana)
SG GAMING	20151440715	WI - (Wisconsin)
SCIQ	TMA1106770	CA - (Canada)
SG UNIVERSE	N111811	MO - (Macao)
SG UNIVERSE	N111947	MO - (Macao)

[Schedule A]