CH \$1040.00 29684

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM720240

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 Holdings Limited		10/27/2021	Private Limited Company: IRELAND

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: 41

Property Type	Number	Word Mark
Registration Number:	2968435	BINGO SOCIETY
Registration Number:	3308194	CARAT HEIST
Registration Number:	3419779	CARAT HEIST
Registration Number:	3330912	CASH CAVE-IN
Registration Number:	3184714	CASH CAVE-IN
Registration Number:	3360631	CASH COOP
Registration Number:	3360632	CASH COOP
Registration Number:	3357190	CASH LINE POKER
Registration Number:	3286848	CASH LINE POKER
Registration Number:	3455279	CRYSTAL BALL CASH
Registration Number:	3455278	CRYSTAL BALL CASH
Registration Number:	4226101	FORTUNE FIESTA
Registration Number:	3218790	FOUNTAIN OF CASH
Registration Number:	3319931	FOUNTAIN OF CASH
Registration Number:	3330914	MONEY HAND BLACKJACK
Registration Number:	3478091	PEG LEG'S PLUNDER
Registration Number:	3478090	PEG LEG'S PLUNDER
Registration Number:	3902585	PLAYERVANTAGE
Registration Number:	2865746	POPSTER

TRADEMARK

900687043 REEL: 007686 FRAME: 0781

Property Type	Number	Word Mark
Registration Number:	2865747	POPSTER
Registration Number:	3001143	POPSTER
Registration Number:	3199676	PYRAMID PAYOUT
Registration Number:	3303705	ROYAL DRAGON PAI GOW
Registration Number:	3308126	GAMELOGIC
Registration Number:	3005038	GAMELOGIC
Registration Number:	3276068	GREEN MAGIC
Registration Number:	3080396	GREEN MAGIC
Registration Number:	3450822	ICE GOLD
Registration Number:	3415600	ICE GOLD
Registration Number:	3240632	JACKPOT JONAH'S WINNER WHALE
Registration Number:	3184671	JACKPOT JURY
Registration Number:	3330855	JACKPOT JURY
Registration Number:	3406532	LOBSTER ROCKET
Registration Number:	3357119	STAR-STUDDED SOLITAIRE
Registration Number:	3184582	STAR-STUDDED SOLITAIRE
Registration Number:	3541788	SWEET FORTUNES
Registration Number:	3159841	THREE BLIND DICE
Registration Number:	3261877	THREE BLIND DICE
Registration Number:	3406486	WAGERWHEEL
Serial Number:	88624888	CRYSTAL BALL
Serial Number:	87643869	PLAYAWAY

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: csmith@Inw.com
Correspondent Name: Cynthia Smith

Address Line 1: 6601 Bermuda Road

Address Line 4: Las Vegas, NEVADA 89119

ATTORNEY DOCKET NUMBER:	LOT, ASSIGN, NO. 6
NAME OF SUBMITTER:	Cynthia Smith
SIGNATURE:	/cynthia smith/
DATE SIGNED:	04/11/2022

Total Attachments: 13

source=Geneva - Trademark Assignment Agreement [SGHL][Executed]#page1.tif source=Geneva - Trademark Assignment Agreement [SGHL][Executed]#page2.tif



TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>"), effective as of April 1, 2022 is made and entered into by and among Scientific Games Holdings Limited, a company incorporated in England and Wales ("<u>Assignor</u>"), on the one hand, and Scientific Games, LLC, a limited liability company organized and existing under the laws of Delaware ("<u>Assignee</u>"), on the other hand, (each of Assignor and Assignee, a "<u>Party</u>," and collectively, the "<u>Parties</u>"). 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 ("<u>SG CORP</u>") and BCP Acquisitions LLC, a Delaware limited liability company ("<u>Buyer</u>"), have entered into that certain Equity Purchase Agreement, dated as of October 27, 2021 (the "<u>EPA</u>"), 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 "<u>Acquisition</u>"); 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. <u>Further Assurances</u>. 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. <u>Due Authorization</u>. 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. <u>Governing Law</u>. 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. <u>General Provisions</u>. 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]

2

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 Holdings Limited

(Assignor) DocuSigned by:

By: Paul Phillips

Name: Paul Philips

Title: Director

[Signature Page to SGHL 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) ocusigned by:

By: Patrick Methylu

Name: Patrick McHugh

Title: Chief Executive Officer

[Signature Page to SGHL Trademark Assignment]

SCHEDULE A

Mark	Registration Number Application Number	Jurisdiction
LUCKY LIONS	253.609	AT - (Austria)
POPSTER	003211646	EM - (European Union Trademark)
POPSTER	UK00903211646	GB - (Great Britain)
MAS DE SIETE	1306109	MX - (Mexico)
MAS DE SIETE (Allowed to Lapse)	1308327	MX - (Mexico)
MAS DE SIETE	1329754	MX - (Mexico)
MAS DE SIETE GOLD STREAK (Allowed to Lapse)	1315562	MX - (Mexico)
MAS DE SIETE GOLD STREAK (Allowed to Lapse)	1317164	MX - (Mexico)
MAS DE SIETE GOLD STREAK (Allowed to Lapse)	1348250	MX - (Mexico)
MAS DE SIETE GOLD STREAK (Allowed to Lapse)	1306186	MX - (Mexico)

[Schedule A]

MAS DE SIETE GOLD STREAK (Allowed to Lapse)	1306184	MX - (Mexico)
MAS DE SIETE GOLD STREAK (Allowed to Lapse)	1327292	MX - (Mexico)
MAS DE SIETE GOLD STREAK (Allowed to Lapse)	1308382	MX - (Mexico)
MAS DE SIETE GOLD STREAK (Allowed to Lapse)	1304906	MX - (Mexico)
MAS DE SIETE GOLD STREAK (Allowed to Lapse)	1327291	MX - (Mexico)
SCEPTRE GEMS	1228228	MX - (Mexico)
SCEPTRE GEMS	1198166	MX - (Mexico)
WINGO	00187776	TW - (Taiwan)
BAYOU BONANZA	3363513	US - (United States)
BAYOU BONANZA	3309462	US - (United States)
BINGO BLISS	3357117	US - (United States)
BINGO BLISS	3184581	US - (United States)
BINGO SOCIETY	2946711	US - (United States)

BINGO SOCIETY	2968435	US - (United States)
CARAT HEIST	3308194	US - (United States)
CARAT HEIST	3419779	US - (United States)
CASH CAVE-IN	3330912	US - (United States)
CASH CAVE-IN	3184714	US - (United States)
CASH COOP	3360631	US - (United States)
CASH COOP	3360632	US - (United States)
CASH LINE POKER	3357190	US - (United States)
CASH LINE POKER	3286848	US - (United States)
CASINO SAFE CRACKER	3425520	US - (United States)
CASINO SAFE CRACKER	3425519	US - (United States)
CRACKPOT CASH	3330854	US - (United States)
CRACKPOT CASH	3363193	US - (United States)
CRACKPOT JACKPOT	3240505	US - (United States)
CRACKPOT JACKPOT	3330853	US - (United States)

CRYSTAL BALL	88624888	US - (United States)
CRYSTAL BALL CASH	3455279	US - (United States)
CRYSTAL BALL CASH	3455278	US - (United States)
FORTUNE FIESTA	4226101	US - (United States)
FOUNTAIN OF CASH	3218790	US - (United States)
FOUNTAIN OF CASH	3319931	US - (United States)
GAMELOGIC	3308126	US - (United States)
GAMELOGIC	3005038	US - (United States)
GOBBLER	2984136	US - (United States)
GOBBLER	2984135	US - (United States)
GOLDEN FORTUNES	3357098	US - (United States)
GOLDEN FORTUNES	3184555	US - (United States)
GRAPES OF CASH	3330654	US - (United States)
GRAPES OF CASH	3174978	US - (United States)

GREEN MAGIC	3276068	US - (United States)
GREEN MAGIC	3080396	US - (United States)
ICE GOLD	3450822	US - (United States)
ICE GOLD	3415600	US - (United States)
JACKPOT JONAH'S WINNER WHALE	3240632	US - (United States)
JACKPOT JURY	3184671	US - (United States)
JACKPOT JURY	3330855	US - (United States)
LOBSTER ROCKET	3406532	US - (United States)
LUCKY LADY LIBERTY	3282439	US - (United States)
LUNAR LUCK	3231163	US - (United States)
LUNAR LUCK	3313707	US - (United States)
MATCH 3 BONANZA	3363467	US - (United States)
MATCH 3 BONANZA	3363468	US - (United States)
MONEY BUNNY	3395701	US - (United States)
MONEY HAND BLACKJACK	3363208	US - (United States)

MONEY HAND BLACKJACK	3330914	US - (United States)
PEG LEG'S PLUNDER	3478091	US - (United States)
PEG LEG'S PLUNDER	3478090	US - (United States)
PLAYAWAY (Abandoned)	87643869	US - (United States)
PLAYERVANTAGE	3902585	US - (United States)
POPSTER	2865746	US - (United States)
POPSTER	2865747	US - (United States)
POPSTER DESIGN	3001143	US - (United States)
POPSTER DESIGN	3298731	US - (United States)
PRIZE CAVE	3450796	US - (United States)
PRIZE CRACKER	3450829	US - (United States)
PRIZE REEL	3319514	US - (United States)
PRIZE REEL	3286786	US - (United States)
PRIZESTAR	2986380	US - (United States)
PRIZESTAR	2986379	US - (United States)

PYRAMID PAYOUT	3199676	US - (United States)
ROYAL DRAGON PAI GOW	3303705	US - (United States)
STAR-STUDDED SOLITAIRE	3357119	US - (United States)
STAR-STUDDED SOLITAIRE	3184582	US - (United States)
SWEET FORTUNES	3541788	US - (United States)
THREE BLIND DICE	3159841	US - (United States)
THREE BLIND DICE	3261877	US - (United States)
WAGERWHEEL	3406486	US - (United States)
WIN POP	3349863	US - (United States)
WINBALL	3269032	US - (United States)
WINBALL	3211778	US - (United States)
WINSOME FRUIT	3330913	US - (United States)
WINSOME FRUIT	3184715	US - (United States)
WINGO	3003794	US - (United States)
WINGO	3018367	US - (United States)

SG GAMING	2.641.646	AR - (Argentina)
SG GAMING	2.633.746	AR - (Argentina)
SG GAMING	2.647.420	AR - (Argentina)
CSG DESIGN	7105149	CN - (China P.R.)
SG SCIENTIFIC GAMES DESIGN	7105142	CN - (China P.R.)
SG SCIENTIFIC GAMES DESIGN	7105143	CN - (China P.R.)
SG GAMING	2012-32244	DO - (Dominican Republic)
SG GAMING	201333369	EC - (Ecuador)
SG GAMING	201333524	EC - (Ecuador)
SG GAMING	2013-33563	EC - (Ecuador)
SG GAMING	223579 01	PA - (Panama)
SG GAMING	517411	PE - (Peru)
SG GAMING	442874	UY - (Uruguay)
SG GAMING	P335862	VE - (Venezuela)
SG GAMING	S056906	VE - (Venezuela)

SG GAMING	P335861	VE - (Venezuela)

 $\hbox{\tt [[DMS:}5794177v4:03/16/2022--04:30~PM]]}$

RECORDED: 04/11/2022