

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINSYS IP HOLDINGS LLC		09/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Collateral Agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6603288	INTELLIA	
Registration Number:	6414376	PLAYSAFE	
Registration Number:	6481709	PLAYSAFE	
Registration Number:	6989202	WIGOS	
Registration Number:	7165293	GODDESS LINK	
Registration Number:	7160110	GOLD CLUB	
Registration Number:	7145682	SUNSTRIKER	
Registration Number:	5331048	WINUP BRANDING YOUR CASINO	
Serial Number:	97607843	MICO	
Serial Number:	97598519	WINUP WALLET	
Serial Number:	90762796	LINK 2 WIN	
Serial Number:	90803844	TOP DIAMONDS	
Serial Number:	90803776	GOLD CLUB SYMPHONY	
Serial Number:	90831709	SUBLIME	
Serial Number:	97510887	GORILAND LINK	
Serial Number:	97165630	WIN SYSTEMS	
Serial Number:	97165636	W WINSYSTEMS	
Serial Number:	97975058	WIN SYSTEMS	

CH \$465.00 6603288

CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 3128628738**Email:** michelle.nowicki@kirkland.com**Correspondent Name:** Michelle Nowicki**Address Line 1:** 300 N. LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11553-80
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	10/16/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made and entered into as of September 29, 2023 (this "Trademark Security Agreement"), by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **FORTRESS CREDIT CORP.** ("**Fortress**"), as Collateral Agent (as defined below).

RECITALS:

WHEREAS, reference is made to that certain Second Amended and Restated Credit and Guaranty Agreement, dated as of September 29, 2023, (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"), by and among **WIN NEWCO HOLDINGS US LLC**, a Delaware limited liability company ("Holdings"), **WINSYS GROUP, LLC**, a Delaware limited liability company ("Company"), as borrower, certain Subsidiaries of the Company, as Guarantors, the Lenders party thereto from time to time, Fortress, as administrative agent (in such capacity, together with its successors and assigns, "Administrative Agent") and collateral agent (in such capacity, together with its successors and assigns, "Collateral Agent") for the Lenders and as a Joint Lead Arranger and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as a Joint Lead Arranger; and

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to Company as provided for in the Credit Agreement and the other documents executed in connection therewith, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of October 10, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Pledge and Security Agreement"); and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Pledge and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark IP License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the applicable Grantors, or all of them, to Collateral Agent, the other members of the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

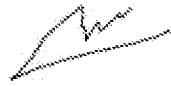
6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW SET FORTH IN SECTION 11 OF THE PLEDGE AND SECURITY AGREEMENT, AND SUCH PROVISION IS INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows]

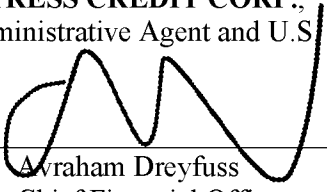
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

WINSYS IP HOLDINGS LLC,

By: 
Name: Dario Zutel
Title: Manager

AGREED AND ACCEPTED TO:

FORTRESS CREDIT CORP.,
as Administrative Agent and U.S. Collateral Agent

By: 
Name: Abraham Dreyfuss
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Record Owner**	Mark	Country	Appln. No.	Appln. Date	Reg. No.	Reg. Date
Winsys IP Holdings LLC	Win Systems International Holdings Inc.	Intellia	USA	87066789	06/09/2016	6603288	12/28/2021
Winsys IP Holdings LLC	Winsys IP Holdings LLC	Play Safe	USA	88918802	05/15/2020	6,414,376	07/13/2021
Winsys IP Holdings LLC	Winsys IP Holdings LLC	Play Safe	USA	88918781	05/15/2020	6,481,709	09/14/2021
Winsys IP Holdings LLC	Winsys IP Holdings LLC	Wigos	USA	97105371	11/02/2021	6989202	02/28/2023
Winsys IP Holdings LLC	Winsys IP Holdings LLC	Goddess Link	USA	97105386	11/02/2021	7,165,293	09/12/2023
Winsys IP Holdings LLC	Winsys IP Holdings LLC	Gold Club	USA	97042792	09/23/2021	7,160,110	09/12/2023
Winsys IP Holdings LLC	Win Technologies Limited	Sunstriker	USA	97820312	03/02/2023	7145682	08/22/2023
Winsys IP Holdings LLC	Hit, d.o.o. Nova Gorica (record owner change in process)	Chinese Roulette	USA	79202295	06/07/2016	5382907	01/23/2018
Winsys IP Holdings, LLC	Winsys IP Holdings, LLC	WINUP BRANDING YOUR CASINO	USA	87171849	9/14/2016	5331048	11/7/2017

Trademark Applications

Grantor	Record Owner	Trade Mark	Country	Application #
Winsys IP Holdings LLC	Winsys IP Holdings LLC	MICO	USA	97607843

Grantor	Record Owner	Trade Mark	Country	Application #
Winsys IP Holdings LLC	Winsys IP Holdings LLC	WINUP WALLET	USA	97598519 Intent to Use
Winsys IP Holdings LLC	Winsys IP Holdings LLC	Link 2 Win	USA	90762796 Intent to Use
Winsys IP Holdings LLC	Winsys IP Holdings LLC	Top Diamonds	USA	90803844 Intent to Use
Winsys IP Holdings LLC	Winsys IP Holdings LLC	Gold Club Symphony	USA	90803776 Intent to Use
Winsys IP Holdings LLC	Winsys IP Holdings LLC	SUBLIME	USA	90831709 Intent to Use
Winsys IP Holdings LLC	Winsys IP Holdings LLC	GORILAND LINK	USA	97510887 Intent to Use
Winsys IP Holdings LLC	Winsys IP Holdings LLC	Win Systems	USA	97165630
Winsys IP Holdings LLC	Winsys IP Holdings LLC	W Win Systems	USA	97165636 Intent to Use
Winsys IP Holdings LLC	Winsys IP Holdings LLC	Win Systems	USA	97975058

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