

900400892 04/03/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM422191

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EVERI PAYMENTS INC.	FORMERLY Global Cash Access, Inc.	03/29/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 79

Property Type	Number	Word Mark
Registration Number:	5105992	E
Registration Number:	5134117	WILD MATCH
Registration Number:	5147452	KENO ISLAND
Registration Number:	5146817	MOON STONE
Serial Number:	86958531	UNIVERSALXCHANGE
Serial Number:	87005581	WILD EXOTIC ROSE
Serial Number:	87012834	MYSTICAL EMERALD EYES
Serial Number:	87018906	FIRE JEWELS
Serial Number:	87025154	SILVER SPURS
Serial Number:	87065143	SUPER PATRIOT
Serial Number:	87088477	JACKPOT INFERNO FIRE SPINS
Serial Number:	87088467	JUICY JACKPOTS
Serial Number:	87097922	BONUS BOUNTY
Serial Number:	87097916	BULL RUSH
Serial Number:	87097907	FOUNDATION
Serial Number:	87099716	STACK OF WILDS
Serial Number:	87102578	FABLED FOUR
Serial Number:	87105539	JACKPOT LOCKDOWN
Serial Number:	87113126	CASHCLUB

CH \$1990.00 5105992

Property Type	Number	Word Mark
Serial Number:	87114567	SKYCANO
Serial Number:	87126928	LOL
Serial Number:	87143237	QUIKTICKET
Serial Number:	87154176	LANTERNS OF GOLD
Serial Number:	87158696	JACKPOT XPRESS
Serial Number:	87165217	SUPER JACKPOT SERIES
Serial Number:	87169271	CASHCLUB WALLET
Serial Number:	87169950	EVERI COMPLIANCE
Serial Number:	87175635	ADVENTURE AWAITS
Serial Number:	87177361	EVERI ID
Serial Number:	87177384	VERSATILEXCHANGE
Serial Number:	87177378	VXC
Serial Number:	87181433	BLAZIN' TRIPLES
Serial Number:	87182710	TURTLE REEF
Serial Number:	87196305	HIGH VOLTAGE FIRESTORM
Serial Number:	87199876	APEX L
Serial Number:	87199743	BLAZIN' JEWELS
Serial Number:	87199381	BURLESQUE
Serial Number:	87201011	TOWER 370
Serial Number:	87203338	HEART OF EGYPT
Serial Number:	87229824	ATOMIC MELTDOWN
Serial Number:	87229510	MAGIC TALISMAN
Serial Number:	87230200	SMOKIN' TRIPLES
Serial Number:	87239915	PAYDAY JACKPOTS
Serial Number:	87249318	AGE OF OLYMPUS
Serial Number:	87265909	CHANCE MULTIPLIERS
Serial Number:	87269795	GOLDEN IDOL
Serial Number:	87287913	BLAZIN' FIESTA!
Serial Number:	87287902	FIESTA!
Serial Number:	87292218	FIRE FORTUNES
Serial Number:	87292211	WILD WAVE
Serial Number:	87313661	FIRE PHOENIX BURST
Serial Number:	87314527	BLAZIN' MULTIPLIERS
Serial Number:	87316129	DOUBLE BULLSEYE JACKPOT
Serial Number:	87331854	EMPIRE ARENA
Serial Number:	87331843	SKYLINE REVOLVE
Serial Number:	87337977	BLACK HAT STUDIOS
Serial Number:	87339727	LINDY HOP

Property Type	Number	Word Mark
Serial Number:	87344261	STAR MAGIC
Serial Number:	87345091	POP FRENZY
Serial Number:	87345094	SPIN FRENZY
Serial Number:	87348400	FLAME STAR WILDS
Serial Number:	87348393	QUAD BURST
Serial Number:	87352499	EVERIWAY PAYS
Serial Number:	86713379	POWERS THE CASINO FLOOR
Serial Number:	87361652	STUDIO 7
Serial Number:	87362101	TRIPLE JACKPOT GEMS
Serial Number:	87372195	QUICK GEMS
Serial Number:	87379112	PATRIOT JACKPOTS
Serial Number:	87379607	CASHNADO
Serial Number:	86680477	BEST IN SHOW
Serial Number:	86678835	MADAME BUTTERFLY
Serial Number:	86702500	JEWEL MAGIC
Serial Number:	86686447	BENJAMINS
Serial Number:	86685833	DISCO FEVER
Serial Number:	86678832	HOT DANG
Serial Number:	86678830	ROYAL PEACOCK
Serial Number:	86678828	BROTHERS GRIMM
Serial Number:	86678826	BEAUTIFUL CREATURES
Serial Number:	86607732	YELLOW ROSE

CORRESPONDENCE DATA

Fax Number: 4156597333

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: 415.836.2506

Email: TMDocket@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 555 Mission Street, Suite 2400

Address Line 2: Attn: Gina Durham, Esq.

Address Line 4: San Francisco, CALIFORNIA 94105-2933

NAME OF SUBMITTER: Carissa L. Bouwer, Esq.

SIGNATURE: /Carissa Bouwer/

DATE SIGNED: 04/03/2017

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2017 (this “**Agreement**”) among EVERI PAYMENTS INC. (f/k/a Global Cash Access, Inc.), a Delaware corporation located at 7250 South Tenaya Way, Suite 100 Las Vegas, Nevada 89113 (the “**Company**”), the other Grantors identified herein and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent for the Secured Parties.

Reference is made to that certain Security Agreement dated as of April 15, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Company, the other Grantors identified therein and who from time to time become a party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of a sale of senior secured notes by the Company are set forth in that certain Note Purchase Agreement dated as of April 15, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among the Company, Global Cash Access Holdings, Inc., as parent, the purchasers party thereto and the Collateral Agent. The Guarantors are affiliates of the Company, will derive substantial benefits from the execution, delivery and performance of the obligations under the Note Purchase Agreement, and the undersigned Grantors are therefore willing to enter into this agreement. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Schedule II of the Note Purchase Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Obligations under the Note Guaranty, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Schedule I hereto, and (b) all goodwill connected with the use thereof and symbolized thereby; *provided* that the grant of security interest shall not include any “intent-to-use” trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or

an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver, at the sole expense of the Grantors, to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate, at the sole expense of the Grantors, with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

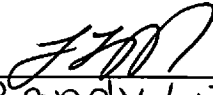
Section 5. Governing Law, Etc. The terms of Sections 5.09 and 5.10 of the Security Agreement with respect to governing law, submission to jurisdiction, waiver of venue, service of process and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement, if then in effect, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement, if then in effect. In the event of any conflict between the terms of the Intercreditor Agreement, if then in effect, and the terms of this Agreement, the terms of the Intercreditor Agreement, if then in effect, shall govern.

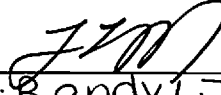
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EVERI PAYMENTS INC., as Company and a Grantor

By: 
Name: Randy L. Taylor
Title: Executive Vice President
Chief Financial Officer, Treasurer

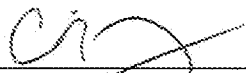
EVERI GAMES INC., as a Grantor

By: 
Name: Randy L. Taylor
Title: Executive Vice President
Chief Financial Officer, Treasurer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

~~By: Deutsche Bank~~

National Trust Company

By:  _____

Name: **Chris Niesz**
Title: **Assistant Vice President**

By:  _____

Name: **Kathryn Fischer**
Title: **Assistant Vice President**

**Schedule I to
Trademark Security Agreement**

Additional Registered U.S. Trademarks:

Owner	Word Mark	Serial Number	Reg. Number	Reg. Date.
EVERI GAMES INC.	E	86/712,847	5,105,992	12/20/2016
EVERI GAMES INC.	WILD MATCH	86/450,836	5,134,117	01/31/2017
EVERI GAMES INC.	KENO ISLAND	86/708,489	5,147,452	02/21/2017
EVERI GAMES INC.	MOON STONE	87/181,389	5,146,817	02/21/2017

Additional Pending U.S. Applications:

Owner	Word Mark	Serial Number	Filing Date
EVERI PAYMENTS INC.	UNIVERSALXCHANGE	86/958,531 (Pending ITU)	03/30/2016
EVERI GAMES INC.	WILD EXOTIC ROSE	87/005,581 (Pending ITU)	04/19/2016
EVERI GAMES INC.	MYSTICAL EMERALD EYES	87/012,834 (Pending ITU)	04/25/2016
EVERI GAMES INC.	FIRE JEWELS	87/018,906 (Pending ITU)	04/29/2016
EVERI GAMES INC.	SILVER SPURS	87/025,154 (Pending ITU)	05/04/2016
EVERI GAMES INC.	SUPER PATRIOT	87/065,143 (Pending ITU)	06/08/2016
EVERI GAMES INC.	JACKPOT INFERNO FIRE SPINS	87/088,477 (Pending ITU)	06/29/2016

Owner	Word Mark	Serial Number	Filing Date
EVERI GAMES INC.	JUICY JACKPOTS	87/088,467 (Pending ITU)	06/29/2016
EVERI GAMES INC.	BONUS BOUNTY	87/097,922 (Pending ITU)	07/08/2016
EVERI GAMES INC.	BULL RUSH	87/097,916 (Pending ITU)	07/08/2016
EVERI GAMES INC.	FOUNDATION	87/097,907 (Pending ITU)	07/08/2016
EVERI GAMES INC.	STACK OF WILDS	87/099,716 (Pending ITU)	07/11/2016
EVERI GAMES INC.	FABLED FOUR	87/102,578 (Pending ITU)	07/13/2016
EVERI GAMES INC.	JACKPOT LOCKDOWN	87/105,539 (Pending ITU)	07/15/2016
EVERI GAMES INC.	CASHCLUB	87/113,126	07/22/2016
EVERI GAMES INC.	SKYCANO	87/114,567 (Pending ITU)	07/25/2016
EVERI GAMES INC.	LOL	87/126,928 (Pending ITU)	08/04/2016
EVERI PAYMENTS INC.	QUIKTICKET	87/143,237	08/18/2016
EVERI GAMES INC.	LANTERNS OF GOLD	87/154,176 (Pending ITU)	08/29/2016
EVERI PAYMENTS INC.	JACKPOT XPRESS	87/158,696 (Pending ITU)	09/01/2016
EVERI PAYMENTS INC.	SUPER JACKPOT SERIES	87/165,217 (Pending ITU)	09/08/2016
EVERI PAYMENTS INC.	CASHCLUB WALLET	87/169,271 (Pending ITU)	09/13/2016
EVERI PAYMENTS INC.	EVERI COMPLIANCE	87/169,950	09/13/2016

Owner	Word Mark	Serial Number	Filing Date
EVERI GAMES INC.	ADVENTURE AWAITS	87/175,635 (Pending ITU)	09/19/2016
EVERI PAYMENTS INC.	EVERI ID	87/177,361 (Pending ITU)	09/20/2016
EVERI PAYMENTS INC.	VERSATILEXCHANGE	87/177,384 (Pending ITU)	09/20/2016
EVERI PAYMENTS INC.	VXC	87/177,378 (Pending ITU)	09/20/2016
EVERI GAMES INC.	BLAZIN' TRIPLES	87/181,433	09/23/2016
EVERI GAMES INC.	TURTLE REEF	87/182,710 (Pending ITU)	09/26/2016
EVERI GAMES INC.	HIGH VOLTAGE FIRESTORM	87/196,305 (Pending ITU)	10/07/2016
EVERI GAMES INC.	APEX L	87/199,876 (Pending ITU)	10/11/2016
EVERI GAMES INC.	BLAZIN' JEWELS	87/199,743 (Pending ITU)	10/11/2016
EVERI GAMES INC.	BURLESQUE	87/199,381 (Pending ITU)	10/11/2016
EVERI GAMES INC.	TOWER 370	87/201,011 (Pending ITU)	10/12/2016
EVERI GAMES INC.	HEART OF EGYPT	87/203,338 (Pending ITU)	10/14/2016
EVERI GAMES INC.	ATOMIC MELTDOWN	87/229,824 (Pending ITU)	11/08/2016
EVERI GAMES INC.	MAGIC TALISMAN	87/229,510	11/08/2016
EVERI GAMES INC.	SMOKIN' TRIPLES	87/230,200 (Pending ITU)	11/08/2016
EVERI GAMES INC.	PAYDAY JACKPOTS	87/239,915	11/17/2016

Owner	Word Mark	Serial Number	Filing Date
EVERI GAMES INC.	AGE OF OLYMPUS	87/249,318 (Pending ITU)	11/28/2016
EVERI GAMES INC.	CHANCE MULTIPLIERS	87/265,909 (Pending ITU)	12/12/2016
EVERI GAMES INC.	GOLDEN IDOL	87/269,795 (Pending ITU)	12/15/2016
EVERI GAMES INC.	BLAZIN' FIESTA!	87/287,913 (Pending ITU)	01/03/2017
EVERI GAMES INC.	FIESTA!	87/287,902 (Pending ITU)	01/03/2017
EVERI GAMES INC.	FIRE FORTUNES	87/292,218 (Pending ITU)	01/06/2017
EVERI GAMES INC.	WILD WAVE	87/292,211 (Pending ITU)	01/06/2017
EVERI GAMES INC.	FIRE PHOENIX BURST	87/313,661 (Pending ITU)	01/25/2017
EVERI GAMES INC.	BLAZIN' MULTIPLIERS	87/314,527 (Pending ITU)	01/26/2017
EVERI GAMES INC.	DOUBLE BULLSEYE JACKPOT	87/316,129 (Pending ITU)	01/27/2017
EVERI GAMES INC.	EMPIRE ARENA	87/331,854 (Pending ITU)	02/10/2017
EVERI GAMES INC.	SKYLINE REVOLVE	87/331,843 (Pending ITU)	02/10/2017
EVERI GAMES INC.	BLACK HAT STUDIOS	87/337,977 (Pending ITU)	02/16/2017
EVERI GAMES INC.	LINDY HOP	87/339,727 (Pending ITU)	02/17/2017

Owner	Word Mark	Serial Number	Filing Date
EVERI GAMES INC.	STAR MAGIC	87/344,261 (Pending ITU)	02/21/2017
EVERI GAMES INC.	POP FRENZY	87/345,091 (Pending ITU)	02/22/2017
EVERI GAMES INC.	SPIN FRENZY	87/345,094 (Pending ITU)	02/22/2017
EVERI GAMES INC.	FLAME STAR WILDS	87/348,400	02/24/2017
EVERI GAMES INC.	QUAD BURST	87/348,393 (Pending ITU)	02/24/2017
EVERI GAMES INC.	EVERIWAY PAYS	87352499 (Pending ITU)	02/28/2017
EVERI PAYMENTS INC.	POWERS THE CASINO FLOOR	86/713,379 (Pending ITU)	0803/2017
EVERI GAMES INC.	STUDIO 7	87/361,652 (Pending ITU)	03/07/2017
EVERI GAMES INC.	TRIPLE JACKPOT GEMS	87/362,101 (Pending ITU)	03/07/2017
EVERI GAMES INC.	QUICK GEMS	87/372,195 (Pending ITU)	03/15/2017
EVERI GAMES INC.	PATRIOT JACKPOTS	87/379,112 (Pending ITU)	03/21/2017
EVERI GAMES INC.	CASHNADO	87/379,607 (Pending ITU)	302/21/2017
EVERI GAMES INC.	BEST IN SHOW	86/680,477 (Pending ITU)	07/01/2015
EVERI GAMES INC.	MADAME BUTTERFLY	86/678,835 (Pending ITU)	06/30/2015
EVERI GAMES INC.	JEWEL MAGIC	86/702,500 (Pending ITU)	07/23/2015

Owner	Word Mark	Serial Number	Filing Date
EVERI GAMES INC.	BENJAMINS	86/686,447 (Pending ITU)	07/08/2015
EVERI GAMES INC.	DISCO FEVER	86/685,833 (Pending ITU)	07/07/2015
EVERI GAMES INC.	HOT DANG	86/678,832 (Pending ITU)	06/30/2015
EVERI GAMES INC.	ROYAL PEACOCK	86/678,830 (Pending ITU)	06/30/2015
EVERI GAMES INC.	BROTHERS GRIMM	86/678,828 (Pending ITU)	06/30/2015
EVERI GAMES INC.	BEAUTIFUL CREATURES	86/678,826 (Pending ITU)	06/30/2015
EVERI GAMES INC.	YELLOW ROSE	86/607,732 (Pending ITU)	04/23/2015