

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562348

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Scuf Gaming International LLC		02/14/2020	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Macquarie Capital Funding LLC, as Collateral Agent		
<b>Street Address:</b>	125 West 55th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4424429	SCUF	
<b>Registration Number:</b>	4420911	SCUF GAMING	
<b>Registration Number:</b>	4529158	S	
<b>Registration Number:</b>	4981208	SCUF	
<b>Registration Number:</b>	4981209	S	
<b>Registration Number:</b>	5242030	SCUF INFINITY1	
<b>Registration Number:</b>	5242031	SCUF INFINITY 1	
<b>Registration Number:</b>	5915822	SCUF VANTAGE	
<b>Registration Number:</b>	5956524	SAX	
<b>Registration Number:</b>	5892292	VANTAGE	
<b>Registration Number:</b>	5840799	S1	
<b>Registration Number:</b>	5909281	S2	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-819-2655		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Peter Giovine/White & Case LLP		

CH \$315.00 4424429

**Address Line 1:** 1221 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 1134682-0081-BC15

**NAME OF SUBMITTER:** Peter Giovine

**SIGNATURE:** /Peter Giovine/

**DATE SIGNED:** 02/14/2020

**Total Attachments: 5**

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## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of February 14, 2020 between each of the signatories hereto (collectively, the "**Grantor**") in favor of **MACQUARIE CAPITAL FUNDING LLC**, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Pledge and Security Agreement referred to below). Capitalized terms used herein not otherwise defined herein has the meanings ascribed thereto in the Pledge and Security Agreement.

### RECITALS:

**WHEREAS**, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of August 28, 2017 (as it may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following:

(a) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source identifiers of a like nature, all registrations and applications for any of the foregoing including, but not limited to those listed on Schedule 1 hereto and (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, and (iv) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, "**Trademarks**").

**Section 2. Recordation.** The Grantor authorizes and requests that the the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the

transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SCUF GAMING INTERNATIONAL LLC, as  
a Grantor

By: MP  
Name: Michael Potter  
Title: Chief Financial Officer and Secretary

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK  
REEL: 006865 FRAME: 0288

**MACQUARIE CAPITAL FUNDING LLC, as  
Collateral Agent**

By: Lisa Grushkin

Name:

Title: **Lisa Grushkin**  
**Authorized Signatory**



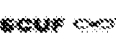
By: Jeff Abt

Name: Jeff Abt

Title: Authorized Signatory

SCHEDULE I TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARKS**

Grantor	Trademarks	Registration Date	Status	Registration No.
Scuff Gaming International LLC	SCUF	29-Oct-13	Registered	4,424,429
Scuff Gaming International LLC	SCUF GAMING	22-Oct-13	Registered	4,420,911
Scuff Gaming International LLC		13-May-14	Registered	4529158
Scuff Gaming International LLC	SCUF	21-Jun-16	Registered	4981208
Scuff Gaming International LLC		21-Jun-16	Registered	4981209
Scuff Gaming International LLC	US trade mark app for SCUFLIKE	N/A	Closed	N/A
Scuff Gaming International LLC	SCUF INFINITY1	11-Jul-17	Registered	5242030
Scuff Gaming International LLC		11-Jul-17	Registered	5242031
Scuff Gaming International LLC	SCUFOLOGY	N/A	Closed	N/A
Scuff Gaming International LLC	SCUF VANTAGE	19-Nov-19	Allowed	5915822
Scuff Gaming International LLC	SAX	7-Jan-20	Allowed	5956524
Scuff Gaming International LLC	RETHINKING CONTROL	N/A	Abandoned	N/A
Scuff Gaming International LLC	VANTAGE	22-Oct-19	Allowed	5892292
Scuff Gaming International LLC	S1	20-Aug-19	Registered	5840799
Scuff Gaming International LLC	S2	12-Nov-19	Allowed	5909281