

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Full House Resorts, Inc.		10/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ABC Funding, LLC
Street Address:	222 Berkeley Street, 18th Floor
Internal Address:	c/o Summit Partners
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3250177	FULL HOUSE RESORTS
Registration Number:	3680085	FULL HOUSE RESORT AND CASINO
Registration Number:	3250160	FULL HOUSE RESORTS
Serial Number:	85214677	RISING STAR CASINO · RESORT
Serial Number:	85214387	RISING STAR CASINO AND RESORT
Serial Number:	85091689	RISING SUN CASINO RESORT
Serial Number:	85091706	RISING SUN CASINO AND RESORT
Serial Number:	85091710	RISING SUN RESORT
Serial Number:	85091714	RISING SUN CASINO
Serial Number:	85091717	RISING SUN CASINO HOTEL
Serial Number:	85091724	RISING SUN CASINO HOTEL AND RESORT

CORRESPONDENCE DATA

Fax Number: 6172357405

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 617-951-7089
Email: ronald.duvernay@ropesgray.com
Correspondent Name: Caitlin Barrett
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	SPNH-005
NAME OF SUBMITTER:	Caitlin Barrett
Signature:	/c barrett/
Date:	10/01/2012

Total Attachments: 4

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SECOND LIEN TRADEMARKS SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARKS SECURITY AGREEMENT, dated as of October 1, 2012, is executed by FULL HOUSE RESORTS, INC., a Delaware corporation (the “Grantor”), in favor of ABC FUNDING, LLC, as administrative agent and collateral trustee for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the “Administrative Agent”) for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below. Unless otherwise defined herein, all other capitalized terms used herein and defined in the Credit Agreement shall have the respective meanings given to those terms in the Credit Agreement.

(A) Pursuant to that certain Second Lien Credit Agreement, dated as of October 1, 2012 (as supplemented, modified, amended, extended or restated from time to time, the “Credit Agreement”), among the Grantor, the Administrative Agent and the lenders party thereto from time to time (the “Lenders”), the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

(B) The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the “Trademarks”).

(C) The Grantor and its Subsidiaries have entered into a Second Lien Security Agreement, dated as of October 1, 2012 (as supplemented, modified, amended, extended or restated from time to time, the “Security Agreement”), in favor of the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Agreement.

(D) Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby 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.

Reference is made to the Intercreditor Agreement dated as of October 1, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among the borrower, the subsidiaries of the Borrower party thereto, Capital One, National Association, as First Lien Collateral Trustee (as defined therein), and ABC Funding, LLC, as Second Lien Collateral Trustee (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this instrument, the terms of the Intercreditor Agreement shall govern.

The Administrative Agent’s address is:
ABC Funding, LLC
c/o Summit Partners
222 Berkeley Street, 18th Floor
Boston, MA 02116
Attention: James M. Freeland
Tel. No. (617) 598-4802
Fax No. (617) 824-1100

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the date. and year first above written.

GRANTOR:

FULL HOUSE RESORTS, INC.,
a Delaware corporation

By: 
Name: Mark J. Miller
Its: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARKS SECURITY AGREEMENT]

TRADEMARK
REEL: 004870 FRAME: 0400

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST TRADEMARKS

Mark	Registration No.
FULL HOUSE RESORTS & Design	3,250,177
FULL HOUSE RESORT AND CASINO	3,680,085
FULL HOUSE RESORTS	3,250,160

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Application No.	Filing Date	Company/ Subsidiary
RISING STAR CASINO RESORT &	85/214,677	1-11-2011	Full House Resorts, Inc.
RISING STAR CASINO AND RESORT	85/214,387	1-10-2011	Full House Resorts, Inc.
RISING SUN CASINO RESORT	85/091,689	7-23-2010	Full House Resorts, Inc.
RISING SUN CASINO AND RESORT	85/091,706	7-23-2010	Full House Resorts, Inc.
RISING SUN RESORT	85/091,710	7-23-2010	Full House Resorts, Inc.
RISING SUN CASINO	85/091,714	7-23-2010	Full House Resorts, Inc.
RISING SUN CASINO HOTEL	85/091,717	7-23-2010	Full House Resorts, Inc.
RISING SUN CASINO HOTEL AND RESORT	85/091,724	7-23-2010	Full House Resorts, Inc.