

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sugarhouse HSP Gaming, L.P.		05/24/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4150659	SUGARHOUSE CASINO	
Registration Number:	4018238	SUGAR HOUSE CASINO	
Registration Number:	4133884	JACKS SANDWICHES & SWEETS	
Registration Number:	4018312	LUCKY RED	
Registration Number:	4137584	THE REFINERY	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	(049275-0033)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(049275-0033)		

OP \$140.00 4150659

NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	05/29/2013
<p>Total Attachments: 7</p> <p>source=First Lien Grant of Trademark Security Interest#page1.tif</p> <p>source=First Lien Grant of Trademark Security Interest#page2.tif</p> <p>source=First Lien Grant of Trademark Security Interest#page3.tif</p> <p>source=First Lien Grant of Trademark Security Interest#page4.tif</p> <p>source=First Lien Grant of Trademark Security Interest#page5.tif</p> <p>source=First Lien Grant of Trademark Security Interest#page6.tif</p> <p>source=First Lien Grant of Trademark Security Interest#page7.tif</p>	

**FIRST LIEN GRANT OF TRADEMARK SECURITY INTEREST**

This **FIRST LIEN GRANT OF TRADEMARK SECURITY INTEREST**, dated as of May 24, 2013 (this “**Agreement**”), is made by **EACH OF THE PARTIES HERETO**, whether as an original signatory or as an Additional Grantor (each, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as collateral trustee under the Collateral Trust Agreement (as hereinafter defined) for the benefit of the Priority Lien Secured Parties (as defined therein) pursuant to the Collateral Trust Agreement (together with its successors and assigns in such capacity, the “**Collateral Trustee**”).

**RECITALS:**

**WHEREAS**, reference is made to that certain First Lien Revolving Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Sugarhouse HSP Gaming Prop. Mezz, L.P., a Delaware limited partnership (the “**Borrower**”), the banks, financial institutions and other entities from time to time party thereto in the capacity of lenders and Wells Fargo Bank, N.A., in its capacity as administrative agent;

**WHEREAS**, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Specified Hedging Agreements with one or more counterparties to a Specified Hedging Agreement;

**WHEREAS**, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Specified Cash Management Agreements with one or more counterparties to a Specified Cash Management Agreement;

**WHEREAS**, subject to the terms and conditions of the Credit Agreement, the Borrower entered into that certain Collateral Trust Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, renewed, extended or otherwise modified from time to time, the “**Collateral Trust Agreement**”), by and among the Borrower, the Collateral Trustee, the Administrative Agent, U.S. Bank National Association, as trustee under the Parity Lien Documents (as defined therein), and each other person that becomes a party thereto pursuant to the terms thereof;

**WHEREAS**, subject to the terms and conditions of Section 3.8 of the Collateral Trust Agreement, the Borrower is permitted to enter into one or more additional or replacement credit facilities or other debt instruments consisting of Priority Lien Debt (as defined in the Collateral Trust Agreement) (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, together with all agreements related thereto, the “**Additional Priority Lien Agreements**”), in each case, with banks, financial institutions and other entities as from time to time party thereto in the capacity of providers of financial accommodations thereunder;

**WHEREAS**, in consideration of the extensions of credit and other accommodations of the Priority Lien Secured Parties as set forth in the Credit Agreement, the Additional Priority Lien Agreements, the Collateral Trust Agreement, the Specified Hedging Agreements and the

Specified Cash Management Agreements, respectively, each Grantor has agreed to secure such Grantor's obligations under the Loan Documents, the Specified Hedging Agreements and the Specified Cash Management Agreements as set forth herein; and

**WHEREAS**, pursuant to the terms of that certain First Lien Pledge and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") among the Grantors, the Collateral Trustee and the other parties named therein, each Grantor has created in favor of the Collateral Trustee, for the ratable benefit of the Priority Lien Secured Parties, a security interest in, and the Collateral Trustee became a secured creditor with respect to, the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, subject to the terms of the Security Agreement, Grantor hereby grants to the Collateral Trustee for the ratable benefit of the Priority Lien Secured Parties a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located, but in each case, excluding any Excluded Collateral (as defined in the Credit Agreement) (the "**Trademark Collateral**"), for the prompt and complete payment and performance in full when due and with all rights and remedies under the UCC (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations:

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all, extensions, renewals, or registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

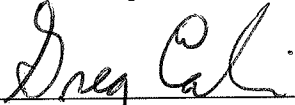
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement. In the event of any conflict between the terms of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement shall govern and control.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Security Agreement.

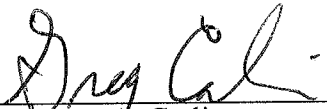
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**IN WITNESS WHEREOF**, each Grantor has caused this First Lien Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

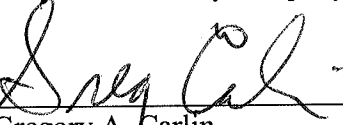
**SUGARHOUSE HSP GAMING PROP. MEZZ, L.P.,**  
a Delaware limited partnership

By:   
Name: Gregory A. Carlin  
Title: Chief Executive Officer

**SUGARHOUSE HSP GAMING, L.P.,**  
a Delaware limited partnership

By:   
Name: Gregory A. Carlin  
Title: Chief Executive Officer

**SUGARHOUSE HSP GAMING PROP. GP, L.L.C.,**  
a Delaware limited liability company

By:   
Name: Gregory A. Carlin  
Title: Chief Executive Officer

[Signature Page to First Lien Grant of Trademark Security Interest]

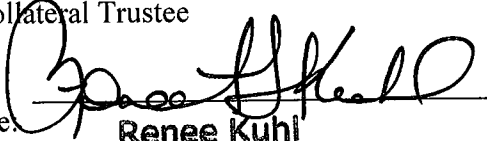
**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**

as Collateral Trustee

By:

Name:

Title:


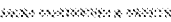
A handwritten signature in black ink, appearing to read "Renee Kuhl", written over a horizontal line.

**Renee Kuhl**

**Vice President**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Registered Trademarks Owned by Sugarhouse HSP Gaming, L.P.**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Owner</u>
SUGARHOUSE CASINO	U.S. Federal	78780480 12/23/2005	4150659 5/29/2012	Sugarhouse HSP Gaming, L.P.
	U.S. Federal	85093800 7/27/2010	4018238 8/30/2011	Sugarhouse HSP Gaming, L.P.
	U.S. Federal	85112514 8/20/2010	4133884 5/1/2012	Sugarhouse HSP Gaming, L.P.
LUCKY RED	U.S. Federal	85112518 8/20/2010	4018312 8/30/2011	Sugarhouse HSP Gaming, L.P.
THE REFINERY	U.S. Federal	85112527 8/20/2010	4137384 5/8/2012	Sugarhouse HSP Gaming, L.P.
SUGARHOUSE	State -- Pennsylvania		3338889 2/23/2007	Sugarhouse HSP Gaming, L.P.
SUGARHOUSE CASINO	State -- Pennsylvania		3338875 2/22/2007	Sugarhouse HSP Gaming, L.P.
SUGARHOUSE GAMING	State -- Pennsylvania		3338890 2/23/2007	Sugarhouse HSP Gaming, L.P.
SUGARHOUSE	State -- New York		519930 3/2/2007	Sugarhouse HSP Gaming, L.P.
SUGARHOUSE CASINO	State -- New York		519931 3/2/2007	Sugarhouse HSP Gaming, L.P.



<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Owner</u>
SUGARHOUSE GAMING	State -- New York		S19929 3/2/2007	Sugarhouse HSP Gaming, L.P.
SUGARHOUSE	State -- New Jersey		22701 2/22/2007	Sugarhouse HSP Gaming, L.P.
SUGARHOUSE CASINO	State -- New Jersey		22702 2/22/2007	Sugarhouse HSP Gaming, L.P.
SUGARHOUSE GAMING	State -- New Jersey		22700 2/22/2007	Sugarhouse HSP Gaming, L.P.
SUGARHOUSE	State -- Delaware		2007175333 2/15/2007	Sugarhouse HSP Gaming, L.P.
SUGARHOUSE CASINO	State -- Delaware		2007175250 2/9/2007	Sugarhouse HSP Gaming, L.P.
SUGARHOUSE GAMING	State -- Delaware		2007175136 2/9/2007	Sugarhouse HSP Gaming, L.P.

Schedule A to First Lien Grant of Trademark Security Interest

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RECORDED: 05/29/2013

**TRADEMARK**  
**REEL: 005036 FRAME: 0771**