

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YONKERS RACING CORPORATION		08/20/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SECOND LIEN COLLATERAL AGENT		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2432830	YONKERS RACEWAY	
Registration Number:	3280271	EMPIRE CITY	
Registration Number:	3397868	UNCOVER THE STASHED CASH	
Registration Number:	3648393	THE JACKPOT NEXT DOOR	
Registration Number:	4014733	EMPIRE CITY CASINO	
Registration Number:	4146339	EMPIRE TERRACE RESTAURANT	
Registration Number:	4146701	EMPIRE CITY CASINO YONKERS RACEWAY	
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, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		

OP \$190.00 2432830

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 052001-0001

NAME OF SUBMITTER: KRISTIN J AZCONA

Signature: /KJA/

Date: 09/04/2013

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) is made as of this 20th day of August, 2013 by YONKERS RACING CORPORATION, a New York corporation (the “**Grantor**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the “**Grantee**”) for the Secured Creditors (as such term is defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, the Grantor, Wilmington Trust, National Association, as Administrative Agent (as defined therein) and Collateral Agent (as defined therein) and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) are parties to that certain Second Lien Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, refinanced or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Borrower by the Lenders; and

WHEREAS, pursuant to the terms of that certain Second Lien Collateral Agreement of even date herewith between the Grantor, certain of the Grantor’s affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), the Grantor has granted to the Grantee, for the benefit of the Secured Creditors, a security interest in substantially all of the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing (“**Trademarks**”), together with the goodwill of the business symbolized by the Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations owing by the Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and the Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement or, if not in the Collateral Agreement, in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, the Grantor hereby grants to the Grantee, for the benefit of the Secured Creditors, and, in respect of the following Trademark Collateral (as defined below), hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing Lien on the Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising; provided,

in no event shall the grant of a Lien and security interest as provided herein extend to any “intent to use” applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act:

(i) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement and the security interests evidenced hereby shall continue in full force and effect until termination of the Total Commitments and payment in full of all Secured Obligations (other than contingent obligations not yet due and payable but including for all purposes hereof amounts due under Section 13.01 of the Credit Agreement that have been invoiced to or demanded of the Borrower). In connection with any termination pursuant to the foregoing sentence, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor’s expense, all documents that such Grantor shall reasonably request to evidence such termination and shall perform such other actions reasonably requested by such Grantor to effect such termination.

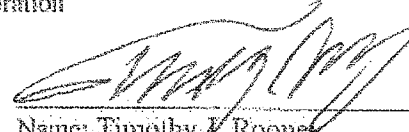
4. Senior Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Senior Lien Intercreditor Agreement. In the event of any conflict among the terms of the Senior Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Senior Lien Intercreditor Agreement shall govern.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank; signature page follows.]

YONKERS RACING CORPORATION, a New York
corporation

By:



Name: Timothy J. Rooney
Title: President

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____

Name:

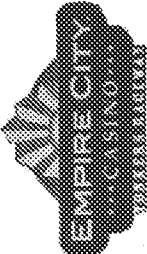
Title:



Jeffery Rose
Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Borrower/Grant or</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Yonkers Racing Corporation	YONKERS RACEWAY	Filing Date: April 15, 1999 Registration Date: March 6, 2001	Live	Serial No.: 75683807 Registration No.: 2432830
Yonkers Racing Corporation	EMPIRE CITY	Filing Date: March 25, 2002 Registration Date: Aug. 14, 2007	Live	Serial No.: 76386820 Registration No.: 3280271
Yonkers Racing Corporation	UNCOVER THE STASHED CASH	Filing Date: July 12, 2007 Registration Date: March 18, 2008	Live	Serial No.: 77227912 Registration No.: 3397868
Yonkers Racing Corporation	THE JACKPOT NEXT DOOR	Filing Date: March 3, 2008 Registration Date: June 30, 2009	Live	Serial No.: 77411040 Registration No.: 3648393
Yonkers Racing Corporation	EMPIRE CITY CASINO	Filing Date: June 1, 2010 Registration Date: August 23, 2011	Live	Serial No.: 85052007 Registration No.: 4014733
Yonkers Racing Corporation	EMPIRE TERRACE RESTAURANT	Filing Date: September 26, 2011 Registration Date: May 22, 2012	Live	Serial No.: 85431653 Registration No.: 4146339
Yonkers Racing Corporation	EMPIRE CITY CASINO YONKERS RACEWAY 	Filing Date: October 17, 2011 Registration Date: May 22, 2012	Live	Serial No.: 85448945 Registration No.: 4146701