

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310365

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PREMIER ENTERTAINMENT BILOXI LLC		07/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
UTGR, INC.		07/10/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEUTSCHE BANK AG NEW YORK BRANCH		
<b>Street Address:</b>	5022 Gate Parkway, Suite 200		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32256		
<b>Entity Type:</b>	company: GERMANY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3353371	VIBE	
<b>Registration Number:</b>	3388478	YOUR PICK	
<b>Registration Number:</b>	3851714	SATISFACTION	
<b>Registration Number:</b>	4082784	TWIN RIVER CASINO SO MUCH. SO CLOSE!	
<b>Serial Number:</b>	86093997	WINNERS PLAY HERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP, c/o Julie Dalke		
<b>Address Line 1:</b>	650 Town Center Dr, 20th floor		
<b>Address Line 2:</b>	(030705-0080)		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	(030705-0080)		
<b>NAME OF SUBMITTER:</b>	Adam Kummins		
<b>SIGNATURE:</b>	/Adam Kummins/		

OP \$140.00 3353371

<b>DATE SIGNED:</b>	07/10/2014
<b>Total Attachments: 6</b> source=lien#page1.tif source=lien#page2.tif source=lien#page3.tif source=lien#page4.tif source=lien#page5.tif source=lien#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 10, 2014 (as it may be amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, this “*Agreement*”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “*Grantors*”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent for the Secured Parties (in such capacity, including any successor thereto, the “*Collateral Agent*”).

**WHEREAS**, the Grantors are party to a Guarantee and Collateral Agreement dated as of July 10, 2014 (as it may be amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SECTION 2.1 Grant of Security. Each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, and a continuing lien on, all of the following property, in each case, wherever located and whether now owned or existing 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*”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by required prepayment, declaration, acceleration or otherwise) of such Grantor’s Obligations:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and

all common-law rights related thereto, including any of the foregoing listed in Schedule A, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) general intangibles of a like nature, (v) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, (i) in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application to register a Trademark in the U.S. Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such "intent-to-use" application under federal law and (ii) this Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, Excluded Collateral; *provided however*, that Proceeds and rights to Proceeds of Excluded Collateral shall not be so excluded and shall constitute part of the Collateral (unless itself constituting Excluded Collateral).

### **SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

### **SECTION 4. GOVERNING LAW**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

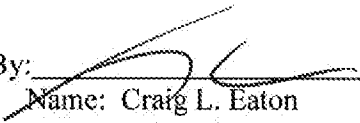
## **SECTION 5. COUNTERPARTS**

This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile (or other electronic) transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

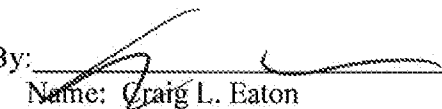
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PREMIER ENTERTAINMENT BILOXI LLC**

By:   
Name: Craig L. Eaton  
Title: Senior Vice President and Secretary

**UTGR, INC.**

By:   
Name: Craig L. Eaton  
Title: Senior Vice President and Secretary

[Signature Page to Trademark Security Agreement]

**DEUTSCHE BANK AG NEW YORK BRANCH,**  
as Collateral Agent

By: *Mary Kay Coyle*  
Name: **Mary Kay Coyle**  
Title: **Managing Director**


By: *Michael Winters*  
Name:  
Title: **Michael Winters**  
**Vice President**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005320 FRAME: 0656**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Owner</b>	<b>Country</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Issue Date</b>
WINNERS PLAY HERE	PREMIER ENTERTAINMENT BILOXI LLC	US	86/093997 17-OCT- 2013	Pending
VIBE	PREMIER ENTERTAINMENT BILOXI LLC	US	78/576212 28-FEB- 2005	3353371 11-DEC- 2007
YOUR PICK	PREMIER ENTERTAINMENT BILOXI LLC	US	77/220212 02-JUL-2007	3388478 26-FEB- 2008
SATISFACTION	PREMIER ENTERTAINMENT BILOXI LLC	US	78/576222 28-FEB- 2005	3851714 21-SEP- 2010
	UTGR, INC.	US	85/295320 14-APR- 2011	4082784 10-JAN- 2012