

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northfield Park Associates, LLC		07/18/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Wells Fargo Gaming Capital, LLC		
Street Address:	333 South Grand Avenue, 12th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3586808	WINNERS HAVE A ONE TRACK MIND	
Registration Number:	4202116	HOME OF THE FLYING TURNS	
Serial Number:	77780562	CLEVELAND'S CASINO	
CORRESPONDENCE DATA			
Fax Number:	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>			
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:	(038263-0270)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(038263-0270)		
NAME OF SUBMITTER:	Adam Kummins		
SIGNATURE:	/Adam Kummins/		
DATE SIGNED:	07/21/2014		
Total Attachments: 12			
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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 18, 2014 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by EACH OF THE SIGNATORIES HERETO (collectively, the “Grantors”) in favor of WELLS FARGO GAMING CAPITAL, LLC, as collateral agent for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (together with its successors and assigns in such capacity, the “Collateral Agent”).

WHEREAS, Northfield Park Associates LLC, an Ohio limited liability company (the “Borrower”), has entered into that certain Revolving Credit and Term Loan Agreement, dated as of July 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, each lender from time to time a party thereto, Wells Fargo Gaming Capital, LLC, as administrative agent, and the other parties thereto;

WHEREAS, the Grantors have executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed to execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record or perfect the Collateral Agent’s interest in any part of such Intellectual Property; and

WHEREAS, the Grantors have agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. GRANT OF SECURITY. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s rights, priorities and privileges in, to and under intellectual property, whether now owned or at any time hereafter acquired by such Grantor and whether arising under United States, state, multinational or foreign laws or otherwise, including, without limitation, all of the following property now

owned 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 “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance in full when due (whether at the stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations:

1.1 Trademarks. (i) All trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature and all goodwill associated therewith, now existing or hereafter adopted or acquired, 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 or group of countries or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, (ii) the right to obtain all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”);

1.2 Trademark Licenses. Any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1 (collectively, the “Trademark Licenses”);

1.3 Patents. (i) All letters patent of the United States, any other country or group of countries or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 1, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 1, (iii) all rights to obtain any reissues or extensions of the foregoing, (iv) all rights corresponding thereto throughout the world, (v) all inventions and improvements described therein, (vi) all rights to sue for past, present and future infringements thereof, (vii) all licenses, claims, damages, and proceeds of suit arising therefrom and (viii) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Patents”);

1.4 Patent Licenses. All agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 1 (collectively, the “Patent Licenses”);

1.5 Copyrights. (i) All copyrights arising under the laws of the United States, any other country or group of countries or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 1), all registrations and recordings thereof, and all applications in connection therewith,

including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof, (iii) all rights corresponding thereto, including rights to sue for past, present and future infringements thereof and (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Copyrights”);

1.6 Copyright Licenses. Any agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 1), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (collectively, the “Copyright Licenses”);

1.7 Trade Secrets. All trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”);

1.8 Trade Secret Licenses. Any and all agreements providing for the granting of any right in or to Trade Secrets (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 (collectively, the “Trade Secret Licenses”);

1.9 Intellectual Property. All rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets and the Trade Secret Licenses and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom (collectively, “Intellectual Property”); and

1.10 Proceeds. All “proceeds” as such term is defined in Article 9 of the Uniform Commercial Code on the date hereof and, in any event, shall include, without limitation, whatever is receivable or received when Intellectual Property or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary (in each case, regardless of whether characterized as proceeds under the Uniform Commercial Code), and any and all proceeds of the foregoing described in this Section 1.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Collateral.

SECTION 2. RECORDATION. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security 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 Security 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 Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. SUBMISSION TO JURISDICTION. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY AND OF THE UNITED STATES DISTRICT COURT OF THE STATE OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE GRANTORS OR THEIR PROPERTIES IN THE COURTS OF ANY JURISDICTION.

SECTION 7. WAIVER OF VENUE. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

SECTION 8. SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.01 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW

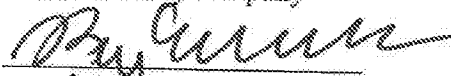
SECTION 9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[SIGNATURE PAGES FOLLOW]

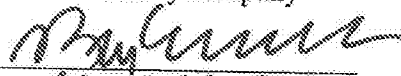
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

NORTHFIELD PARK ASSOCIATES LLC,
an Ohio limited liability company

By: 
Name: MARK E. MILSTON
Title: PRESIDENT

CEDAR DOWNS OTB, LLC,
an Ohio limited liability company

By: 
Name: MARK E. MILSTON
Title: PRESIDENT

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

COLLATERAL AGENT:

WELLS FARGO GAMING CAPITAL, LLC,
as Collateral Agent

By: Kelly Walter
Name: Kelly Walter
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE 1
to Intellectual Property
Security Agreement**

COPYRIGHTS

None.

COPYRIGHT LICENSES

None.

PATENTS

None.

PATENT LICENSES

None.

TRADEMARKS


Domain Names:

DOMAIN NAME	STATUS	EXPIRES	OWNER
hrrocksinonorthfieldpark.com	active	11/1/2016	Borrower
hrrnp.com	active	11/1/2016	Borrower

Trade Name:

1. Hard Rock Rocksino Northfield Park
2. Rocksino

Trademarks (applied for and/or registered):

Country	Mark/Name	Status/Status Date	Brief Goods/Services	Owner	Ser./Reg./App. No.	Registration Date
US Federal	WINNERS HAVE A ONE TRACK MIND 	Registered March 10, 2009	(Int'l Class: 41) Entertainment in the nature of horseraces	Northfield Park Associates, LLC (Ohio Limited Liability Company) 10705 Northfield Road Northfield, Ohio 44067	SN:77538273 RN:3586808	March 10, 2009
US Federal	HOME OF THE FLYING TURNS	Registered September 4, 2012	(Int'l Class: 38) Broadcasting of horse racing via audio, a global computer network, cable radio, cable television, radio, television subscription, television, and video entertainment services in the nature of conducting horse races and gambling services	Northfield Park Associates, LLC (Ohio Limited Liability Company) 10705 Northfield Road Northfield, Ohio 44067	SN:85526189 RN:4202116	September 4, 2012

Country	Mark/Name	Status/Status Date	Brief Goods/Services	Owner	Ser./Reg./App. No.	Registration Date
US Federal	CLEVELAND ROCKS THE SLOTS <small>CLEVELAND ROCKS THE SLOTS</small>	Allowed - Intent to Use Notice of Allowance Issued August 14, 2012	(Int'l Class: 41) Entertainment services in the nature of conducting horse races, casino services, and gambling services; Gambling services in the nature of the operation of video lottery terminals and slot machines, providing gambling and casino facilities	Northfield Park Associates, LLC (Ohio Limited Liability Company) 10705 Northfield Road Northfield, Ohio 44067	SN:85526170	
US Federal	CLEVELAND'S CASINO <small>CLEVELAND'S CASINO</small>	Allowed - Intent to Use 4th Extension of Time Granted Principal Register - Sec. 2(f) August 6, 2012	(Int'l Class: 38) broadcasting of horse races via audio, a global computer network, cable radio, cable television, radio, television subscription, television, and video (Int'l Class: 41)	Northfield Park Associates, LLC (Ohio Limited Liability Company) P.O. Box 374 10705 Northfield Road Northfield, Ohio 44067	SN:77780562	

Country	Mark/Name	Status/Status Date	Brief Goods/Services	Owner	Ser./Reg./App. No.	Registration Date
			Entertainment services in the nature of conducting horse races, casino services, and gambling services; gambling services in the nature of the operation of video lottery terminals and slot machines; providing gambling and casino facilities			

Unregistered Trademarks:

- Northfield Park
- Northfield Park Microbrewery
- Northfield Park Race Track and Casino
- Cedar Downs Off-Track Betting

TRADEMARK LICENSES

None.

TRADE SECRET LICENSES

None.