

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349190

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eldorado Resorts LLC		07/23/2015	LIMITED LIABILITY COMPANY: NEVADA
MTR Gaming Group, Inc.		07/23/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 South Dearborn, Floor L2, IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2372823	ELDORADO HOTEL CASINO RENO	
<b>Registration Number:</b>	2263306	ELDORADO HOTEL CASINO RENO	
<b>Registration Number:</b>	2070416	THE BREW BROTHERS	
<b>Registration Number:</b>	2074249	THE BREW BROTHERS	
<b>Registration Number:</b>	2072374	THE BREW BROTHERS	
<b>Registration Number:</b>	4666977	TAGALONG POINTS	
<b>Registration Number:</b>	4498679	INCLUB	
<b>Registration Number:</b>	4197740	BACKSTRETCH BUFFET	
<b>Registration Number:</b>	4197739	BACKSTRETCHBAR	
<b>Registration Number:</b>	4197734	BACKSTRETCH BAR	
<b>Registration Number:</b>	4197732	BACKSTRETCH BUFFET	
<b>Registration Number:</b>	4289720	PRESQUE ISLE DOWNS & CASINO	
<b>Registration Number:</b>	4429207	PRESQUE ISLE DOWNS & CASINO	
<b>Registration Number:</b>	4177241	DOWNS CLUBHOUSE & LOUNGE	
<b>Registration Number:</b>	4127085	DOWNS CLUBHOUSE & LOUNGE	
<b>Registration Number:</b>	3641256	BETTOR CASH	
<b>Registration Number:</b>	3641255	BETTOR REWARDS	
<b>Registration Number:</b>	3628845	YOU'VE PICKED THE BETTOR WAY!	
<b>TRADEMARK</b>			

OP \$965.00 2372823

Property Type	Number	Word Mark
Registration Number:	3331681	IT'S BETTOR WITH US!
Registration Number:	3345168	RACELINEBET.COM
Registration Number:	3345146	RACELINEBET
Registration Number:	2928952	THE HARV
Registration Number:	2928951	THE HARV
Registration Number:	2930876	THE GRANDE HOTEL AT MOUNTAINEER
Registration Number:	3078711	MTR
Registration Number:	3011445	
Registration Number:	2994602	THE SPA AT MOUNTAINEER
Registration Number:	2994601	THE SPA AT MOUNTAINEER
Registration Number:	3015021	WEST VIRGINIA DERBY
Registration Number:	3048779	WEST VIRGINIA DERBY
Registration Number:	2994578	THE GRANDE HOTEL AT MOUNTAINEER
Registration Number:	3529005	PRESQUE ISLE DOWNS
Registration Number:	3525647	PRESQUE ISLE DOWNS
Registration Number:	3708183	THE BETTOR WAY
Registration Number:	3698468	ONE CLICK TO THE TRACK
Registration Number:	3702323	MOUNTAINEER CASINO RACETRACK & RESORT
Registration Number:	3722967	MOUNTAINEER CASINO RACETRACK & RESORT
Registration Number:	2511368	SPEAKEASY

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Email:** michael.barys@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

**NAME OF SUBMITTER:** Elaine Carrera, Legal Assistant

**SIGNATURE:** /Michael Barys/

**DATE SIGNED:** 07/24/2015

**Total Attachments: 12**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Eldorado Resorts LLC
- 2. MTR Gaming Group, Inc.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other 1. LLC-NV; 2. Corp.-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 23, 2015

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Street Address: 10 South Dearborn, Floor L2, IL1-1145

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

38

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

July 23, 2015  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **12**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 23, 2015 (as it may be amended, restated, supplemented 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 **JPMORGAN CHASE BANK, N.A.**, as administrative agent and collateral agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement, dated as of July 23, 2015 (the “**Security Agreement**”), among Eldorado Resorts, Inc., a Nevada corporation, the Grantors, the other grantors party thereto and the Administrative Agent for the benefit of the Secured Parties, pursuant to which the Grantors granted a security interest to the Administrative 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 Administrative Agent as follows:

### **SECTION 1. Defined Terms.**

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

### **SECTION 2. Grant of Security Interest in Trademark Collateral.**

**2.1. Grant of Security.** Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, (vi) all payments and rights to payments arising out of the sale, lease, license, assignment or other disposition thereof, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, “**Trademarks**”);

(b) any and all agreements, licenses and covenants providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark

(whether such Grantor is licensee or licensor thereunder) including, without limitation, those listed or required to be listed in Schedule A attached hereto;

(c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; and

(d) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

**2.2. Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, 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 for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, 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 applicable federal law.

### **SECTION 3. Security Agreement.**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security 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 one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

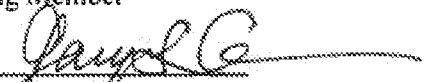
*[Signature Pages Follow]*

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.

ELDORADO RESORTS LLC

By: Eldorado Holdeo LLC  
Its: Managing Member

By: Eldorado Resorts, Inc.  
Its: Managing Member

By:   
Name: Gary V. Carano  
Title: Chief Executive  
Officer

MTR GAMING GROUP, INC.

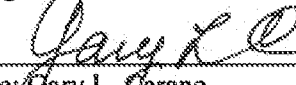
By:   
Name: Gary L. Carano  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]



ELDORADO CASINO SHREVEPORT JOINT  
VENTURE

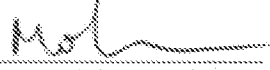
By: Eldorado Shreveport #1, LLC  
Its: Managing Partner

By:   
Name: Gary L. Darano  
Title: Manager

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**JPMORGAN CHASE BANK, N.A.**  
as Administrative Agent

By:   
Name: Mohammad Hasan  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

[To be attached].

*[Signature Page to Trademark Security Agreement]*

<i>Grantor</i>	<i>Trademark</i>	<i>Registration Date (Filing Date)</i>	<i>Registration No. (Serial No.)</i>	<i>Jurisdiction</i>
Eldorado Resorts LLC		8/01/00	2372823	Federal
Eldorado Resorts LLC	ELDORADO HOTEL CASINO RENO	7/20/99	2263306	Federal
Eldorado Resorts LLC (Registered Owner – Elderado Resorts, LLC)	THE BREW BROTHERS	6/10/97	2070416	Federal
Eldorado Resorts LLC (Registered Owner – Elderado Resorts, LLC)	THE BREW BROTHERS	6/24/97	2074249	Federal
Eldorado Resorts LLC (Registered Owner – Elderado Resorts, LLC)	THE BREW BROTHERS	6/17/97	2072374	Federal
MTR Gaming Group, Inc.	TAGALONG POINTS	1/06/15	4666977	Federal
MTR Gaming Group, Inc.	INCLUB	3/18/14	4498679	Federal
MTR Gaming Group, Inc.		8/28/12	4197740	Federal
MTR Gaming Group, Inc.		8/28/12	4197739	Federal
MTR Gaming Group, Inc.	BACKSTRETCH BAR	8/28/12	4197734	Federal
MTR Gaming Group, Inc.	BACKSTRETCH BUFFET	8/28/12	4197732	Federal

<i>Grantor</i>	<i>Trademark</i>	<i>Registration Date (Filing Date)</i>	<i>Registration No. (Serial No.)</i>	<i>Jurisdiction</i>
MTR Gaming Group, Inc.	PRESQUE ISLE DOWNS & CASINO	2/12/13	4289720	Federal
MTR Gaming Group, Inc.		11/05/13	4429207	Federal
MTR Gaming Group, Inc.		7/17/12	4177241	Federal
MTR Gaming Group, Inc.	DOWNS CLUBHOUSE & LOUNGE	4/10/12	4127085	Federal
MTR Gaming Group, Inc.	BETTOR CASH	6/16/09	3641256	Federal
MTR Gaming Group, Inc.	BETTOR REWARDS	6/16/09	3641255	Federal
MTR Gaming Group, Inc.	YOU'VE PICKED THE BETTOR WAY!	5/26/09	3628845	Federal
MTR Gaming Group, Inc.	IT'S BETTOR WITH US!	11/06/07	3331681	Federal
MTR Gaming Group, Inc.		11/27/07	3345168	Federal
MTR Gaming Group, Inc.	RacelineBet	11/27/07	3345146	Federal
MTR Gaming Group, Inc.		3/01/05	2928952	Federal
MTR Gaming Group, Inc.	THE HARV	3/01/05	2928951	Federal

<i>Grantor</i>	<i>Trademark</i>	<i>Registration Date (Filing Date)</i>	<i>Registration No. (Serial No.)</i>	<i>Jurisdiction</i>
MTR Gaming Group, Inc.	THE GRANDE HOTEL AT MOUNTAINEER	3/08/05	2930876	Federal
MTR Gaming Group, Inc.		4/11/06	3078711	Federal
MTR Gaming Group, Inc.		11/01/05	3011445	Federal
MTR Gaming Group, Inc.		9/13/05	2994602	Federal
MTR Gaming Group, Inc.	THE SPA AT MOUNTAINEER	9/13/05	2994601	Federal
MTR Gaming Group, Inc.		11/15/05	3015021	Federal
MTR Gaming Group, Inc.	WEST VIRGINIA DERBY	1/24/06	3048779	Federal
MTR Gaming Group, Inc.		9/13/05	2994578	Federal
MTR Gaming Group, Inc.		11/04/08	3529005	Federal

<i>Grantor</i>	<i>Trademark</i>	<i>Registration Date (Filing Date)</i>	<i>Registration No. (Serial No.)</i>	<i>Jurisdiction</i>
MTR Gaming Group, Inc.	PRESQUE ISLE DOWNS	10/28/08	3525647	Federal
MTR Gaming Group, Inc.	THE BETTOR WAY	11/10/09	3708183	Federal
MTR Gaming Group, Inc.	ONE CLICK TO THE TRACK	10/20/09	3698468	Federal
MTR Gaming Group, Inc.	 <p>MOUNTAINEER CASINO RACETRACK &amp; RESORT</p>	10/27/09	3702323	Federal
MTR Gaming Group, Inc.	MOUNTAINEER CASINO RACETRACK & RESORT	12/08/09	3722967	Federal
MTR Gaming Group, Inc.	SPEAKEASY	11/27/01	2511368	Federal