

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351053

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Natchez Casino OpCo, LLC		08/11/2015	LIMITED LIABILITY COMPANY: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABC Funding, LLC		
<b>Street Address:</b>	222 Berkeley Street, 15th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4392151	CYPRESS MILL	
<b>Registration Number:</b>	4406147	THE BANDSAW BUFFET	
<b>Registration Number:</b>	4428106	MAGNOLIA BLUFFS CASINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359429		
<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>Phone:</b>	617-235-4322		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Michael B. Grosso III		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		
<b>ATTORNEY DOCKET NUMBER:</b>	SPNH-032		
<b>NAME OF SUBMITTER:</b>	Michael B. Grosso III		
<b>SIGNATURE:</b>	/m grosso/		
<b>DATE SIGNED:</b>	08/11/2015		
<b>Total Attachments: 5</b> source=ABC Funding#page1.tif			

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TRADEMARK SECURITY AGREEMENT dated as of August 11, 2015 (this “*Agreement*”), between NATCHEZ CASINO OPCO, LLC (the “*Grantor*”) and ABC FUNDING, LLC, in its capacity as administrative agent (in such capacity, the “*Administrative Agent*”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of August 11, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Grantors from time to time party thereto and the Administrative Agent and (b) the Credit Agreement dated as of August 11, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among (a) Natchez Casino OpCo, LLC, a Mississippi limited liability company, as the Initial Borrower (the “*Initial Borrower*”), and, pursuant to Section 3.1 thereof, any other Person that becomes a “Borrower” thereunder (together with the Initial Borrower, each a “*Borrower*” and collectively, the “*Borrowers*”), (b) Casino Holding Investment Partners, LLC, a Delaware limited liability company (“*Parent*”), as Parent and as a Guarantor, (c) the Lenders who are party thereto and the Lenders who may become a party thereto pursuant to the terms thereof, as Lenders, and (d) the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby collaterally assigns and pledges to the Administrative Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter acquired or adopted, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Supplements to Schedule I. The Grantor hereby authorizes the Administrative Agent from time to time to supplement Schedule I attached hereto to include additional Trademark Collateral of the Grantor and to file such supplemented Schedule I with the United States Patent and Trademark Office without any further action required of the Grantor.

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 form (including .pdf file) shall be effective as delivery of a manually signed counterpart.

SECTION 6. Applicable Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**NATCHEZ CASINO OPKO, LLC**

By: 

Name: Kevin Preston

Title: President

[Trademark Security Agreement]

**TRADEMARK**

**REEL: 005597 FRAME: 0593**

**ABC FUNDING, LLC, as Administrative Agent,**

**By: Summit Partners Credit Advisors, L.P.**

**Its: Manager**

By: 

Name: James Freeland

Title: Authorized Signatory

Schedule I

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
CYPRESS MILL	8/27/2013	4392151
THE BANDSAW BUFFET	9/24/2013	4406147
MAGNOLIA BLUFFS CASINO	11/5/2013	4428106

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