

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384565

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Full House Resorts, Inc.		05/13/2016	Corporation: DELAWARE
Gaming Entertainment (Nevada) LLC		05/13/2016	Limited Liability Company: NEVADA
Gaming Entertainment (Indiana) LLC		05/13/2016	Limited Liability Company: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	ABC Funding, LLC
<b>Street Address:</b>	222 Berkeley Street, 18th Floor
<b>Internal Address:</b>	c/o Summit Partners Credit Advisors, L.P.
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	3760969	GRAND LODGE CASINO
<b>Registration Number:</b>	2639239	PLAYERS ADVANTAGE CLUB
<b>Registration Number:</b>	4177845	RISING STAR REWARDS
<b>Registration Number:</b>	4090079	RISING STAR REWARDS
<b>Registration Number:</b>	4494260	STOCKMAN'S CASINO
<b>Registration Number:</b>	3862067	QUEEN CITY MARKET
<b>Registration Number:</b>	3827878	E-VANTAGE
<b>Serial Number:</b>	86714046	AMERICAN PLACE
<b>Serial Number:</b>	86714052	PLACE AMERICAIN
<b>Serial Number:</b>	86564678	THE LODGE AT RISING STAR CASINO
<b>Serial Number:</b>	86564694	THE LODGE AT RISING STAR CASINO
<b>Serial Number:</b>	86801153	CHRISTMAS CASINO

## CORRESPONDENCE DATA

TRADEMARK

**Fax Number:** 6172359711

***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.***

**Phone:** 6179517426

**Email:** ronald.duvernay@ropesgray.com

**Correspondent Name:** Jay Curran

**Address Line 1:** Prudential Tower, 800 Boylston Street

**Address Line 2:** Ropes & Gray LLP

**Address Line 4:** Boston, MASSACHUSETTS 02199-3600

<b>ATTORNEY DOCKET NUMBER:</b>	SPNH-005
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<b>NAME OF SUBMITTER:</b>	Ronald M. Duvernay
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<b>SIGNATURE:</b>	/r duvernay/
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<b>DATE SIGNED:</b>	05/17/2016
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**Total Attachments: 5**

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AMENDED AND RESTATED  
SECOND LIEN TRADEMARKS SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECOND LIEN TRADEMARKS SECURITY AGREEMENT, dated as of May 13, 2016, is executed by FULL HOUSE RESORTS, INC., a Delaware corporation (the "Borrower"), GAMING ENTERTAINMENT (NEVADA) LLC, a Nevada limited liability company ("GEN") and GAMING ENTERTAINMENT (INDIANA) LLC, a Nevada limited liability company ("GEI" and collectively with GEN and the Borrower, the "Grantors"), in favor of ABC FUNDING, LLC, as administrative agent and collateral trustee for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Second Lien Credit Agreement referred to in Recital A below. Unless otherwise defined herein, all other capitalized terms used herein and defined in the Second Lien Credit Agreement shall have the respective meanings given to those terms in the Second Lien Credit Agreement.

(A) Pursuant to that certain Amended and Restated Second Lien Credit Agreement, dated as of May 13, 2016 (as supplemented, modified, amended, extended or restated from time to time, the "Second Lien Credit Agreement"), among the Borrower, the Administrative Agent and the lenders party thereto from time to time (the "Lenders"), the Lenders have agreed to extend loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein.

(B) The Grantors have adopted, used and are using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

(C) The Borrower and its Subsidiaries have entered into an Amended and Restated Second Lien Security Agreement, dated as of May 13, 2016 (as supplemented, modified, amended, extended or restated from time to time, the "Second Lien Security Agreement"), in favor of the Administrative Agent, pursuant to which the Grantors are required to execute and deliver this Agreement.

(D) The Borrower previously entered into a Second Lien Trademarks Security Agreement, dated as of October 1, 2012 (as supplemented, modified or amended prior to the date hereof, the "Original Second Lien Trademarks Security Agreement"), pursuant to which it granted a security interest in the Trademarks (as defined in the Original Second Lien Trademarks Security Agreement) in favor of the Administrative Agent. This Agreement amends and restates the Original Second Lien Trademarks Security Agreement in full.

(E) Pursuant to the Second Lien Security Agreement, the Grantors have granted to the Administrative Agent a security interest in all right, title and interest of the Grantors in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by

reason of infringement thereof (the “Collateral”), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Second Lien Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower does hereby reaffirm its grant of a security interest in the Collateral (as defined in the Original Second Lien Trademarks Security Agreement) in favor of the Administrative Agent to secure the prompt payment, performance and observance of the Secured Obligations and the Grantors do hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Reference is made to the Amended and Restated Intercreditor Agreement dated as of May 13, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among the Borrower, the subsidiaries of the Borrower party thereto, Capital One, National Association, as First Lien Collateral Trustee (as defined therein), and ABC Funding, LLC, as Second Lien Collateral Trustee (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this instrument, the terms of the Intercreditor Agreement shall govern.


The Administrative Agent’s address is:  
ABC Funding, LLC  
c/o Summit Partners Credit Advisors, L.P.  
222 Berkeley Street, 18th Floor  
Boston, MA 02116  
Attention: James M. Freeland  
Tel. No. (617) 824-1000  
Fax No. (617) 824-1100  
Email: JFreeland@summitpartners.com

[Signature on following page]

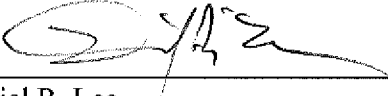
IN WITNESS WHEREOF, each Grantor has caused this Grant of Security Interest to be executed as of the date and year first above written.

GRANTORS:

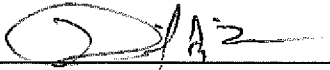
FULL HOUSE RESORTS, INC.,  
a Delaware corporation

By:   
Name: Daniel R. Lee  
Title: President and Chief Executive Officer

GAMING ENTERTAINMENT (NEVADA) LLC,  
a Nevada limited liability company

By:   
Name: Daniel R. Lee  
Title: Manager



GAMING ENTERTAINMENT (INDIANA) LLC,  
a Nevada limited liability company

By:   
Name: Daniel R. Lee  
Title: President

**SCHEDULE 1-A TO GRANT OF SECURITY INTEREST TRADEMARKS**

<b>File No.</b>	<b>Mark</b>	<b>Owner</b>	<b>Application/Registration No.</b>	<b>Status</b>
F0402	GRAND LODGE CASINO and Design 	Gaming Entertainment (Nevada) LLC	3,760,969	Registered
F0402	PLAYERS ADVANTAGE CLUB	Gaming Entertainment (Nevada) LLC	2,639,239	Registered
F0402	RISING STAR REWARDS and Design 	Full House Resorts, Inc.	4,177,845	Registered
F0402	RISING STAR REWARDS	Full House Resorts, Inc.	4,090,079	Registered
F0402	STOCKMAN'S CASINO	Full House Resorts, Inc.	4,494,260	Registered
	QUEEN CITY MARKET and Design 	Gaming Entertainment (Indiana) LLC	3,862,067	Registered
	E-VANTAGE	Gaming Entertainment (Indiana) LLC	3827878	Registered

**SCHEDULE 1-B TO GRANT OF SECURITY INTEREST**  
**TRADEMARK APPLICATIONS**

<b>File No.</b>	<b>Mark</b>	<b>Owner</b>	<b>Application/ Registration No.</b>	<b>Status</b>
F0402.0020	AMERICAN PLACE	Full House Resorts, Inc.	86/714,046	Pending; filed 8/4/2015
F0402.0021	PLACE AMERICAIN	Full House Resorts, Inc.	86/714,052	Pending; filed 8/4/2015
F0402.0018	THE LODGE AT RISING STAR CASINO and Design  	Full House Resorts, Inc.	86/564,678	Pending; filed 3/16/2015; published for opposition 8/25/2015
F0402.0018	THE LODGE AT RISING STAR CASINO and Design  	Full House Resorts, Inc.	86/564,694	Pending; filed 3/16/2015; published for opposition 8/25/2015
	Christmas Casino	Full House Resorts, Inc.	86/801,153	Pending, filed on October 27, 2015