

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394112

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900371927		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monarch Casino & Resort, Inc.		07/20/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	5340 Kietzke Lane, Suite 201		
Internal Address:	Attention: Candace Borrego		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89511		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4259585	ATLANTIS CASINO	
Registration Number:	4281065	ATLANTIS CASINO	
Registration Number:	4398140	ATLANTIS	
Registration Number:	4281064	ATLANTIS CASINO SPA	
Registration Number:	4259584	ATLANTIS CASINO SPA	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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>			
Phone:	9495676700		
Email:	ipprosecution@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP/VHS		
Address Line 1:	2050 Main Street, suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	1696-519		
NAME OF SUBMITTER:	Victor Santos		
SIGNATURE:	/Victor Santos/		

DATE SIGNED:	08/08/2016
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Total Attachments: 4

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 20, 2016, is executed by MONARCH CASINO & RESORT, INC., a Nevada corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative and collateral agent for the Lender 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 Credit Agreement referred to in Recital A below (collectively, the "Lenders"). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Credit Agreement shall have the respective meanings given to those terms in the Credit Agreement.

A. Pursuant to that certain Third Amended and Restated Credit Agreement, dated as of July 20, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, Golden Road Motor Inn, Inc., Monarch Growth Inc., Monarch Black Hawk, Inc., Lenders, and Wells Fargo Bank, National Association, as Administrative Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using or will acquire 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 Grantor and other entities party thereto from time to time have entered into an Amended and Restated Security Agreement, dated as of July 20, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor 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 Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does 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.

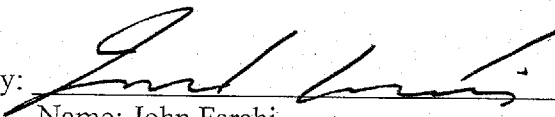
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated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

The Administrative Agent's address is:

Wells Fargo Bank, National Association
5340 Kietzke Lane, Suite 201
Reno, Nevada 89511
Attention: Candace Borrego
Tel. No. (775) 689-6131
Fax No. (775) 689-6026

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

MONARCH CASINO & RESORT, INC.,
a Nevada corporation

By: 
Name: John Farahi
Title: Secretary

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Registration No.	Registration Date
Atlantis Casino	4259585	12/18/12
Atlantis Casino	4281065	1/29/13
Atlantis	4398140	9/10/13
Atlantis Casino Spa	4281064	1/29/13
Atlantis Casino Spa	4259584	12/18/12

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

NONE.