

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		09/09/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cannery Casino Resorts, LLC
Street Address:	9107 West Russell Road
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89148
Entity Type:	Limited Liability Company: NEVADA
Name:	Washington Trotting Association, LLC
Trading As:	formerly known as Washington Trotting Association, Inc.
Street Address:	210 Racetrack Road
City:	Washington
State/Country:	PENNSYLVANIA
Postal Code:	15301
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3854649	EXTRAPLAY
Registration Number:	3854650	EXTRAPLAY
Registration Number:	4032063	MEADOWS MANIA
Registration Number:	4032064	MEADOWS MANIA
Registration Number:	3868317	MEADOWS MILLIONS
Registration Number:	3854651	MEADOWS MILLIONS
Registration Number:	3458781	MEADOWS REWARDS
Registration Number:	3458782	MEADOWS REWARDS
Registration Number:	3990276	THE MEADOWS
Registration Number:	3990277	THE MEADOWS
Registration Number:	2674278	THE MEADOWS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3664073	THE MEADOWS
Registration Number:	3425318	THE MEADOWS
Registration Number:	4026326	THE MEADOWS
Registration Number:	3687431	THE MEADOWS
Registration Number:	2656162	THE MEADOWS ESTABLISHED IN 1963
Registration Number:	3994155	THE MEADOWS RACETRACK & CASINO
Registration Number:	3990278	THE MEADOWS RACETRACK & CASINO
Registration Number:	4026327	THE MEADOWS RACETRACK & CASINO
Registration Number:	4105942	WORLD OF FREE PLAY
Registration Number:	4042520	WORLD OF FREE PLAY
Registration Number:	3865380	YOURPLAY
Registration Number:	3851173	YOURPLAY

CORRESPONDENCE DATA

Fax Number: 3102037199
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: 3102771010
Email: mcohen@irell.com, mscohen@irell.com, trademarks@irell.com
Correspondent Name: Mary E. Cohen, IP Paralegal
Address Line 1: 1800 Avenue of the Stars, Suite 900
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	131037-0288
NAME OF SUBMITTER:	Mary E. Cohen, IP Paralegal
SIGNATURE:	/Mary E. Cohen/
DATE SIGNED:	09/09/2016

Total Attachments: 6
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RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of September 9, 2016 (“Effective Date”), by DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for the benefit of the Secured Parties (“Collateral Agent”), in favor of CANNERY CASINO RESORTS, LLC, a Nevada limited liability company (“CCR Pledgor”), and WASHINGTON TROTTHING ASSOCIATION, LLC (fka Washington Trotting Association, Inc., as successor in interest to CCR Pledgor), a Delaware limited liability company (“WTA Pledgor”).

WHEREAS, Collateral Agent, CCR Pledgor, WTA Pledgor and certain other pledgors referred to therein are party to that certain Second Lien Security Agreement dated as of October 2, 2012 (as amended, restated, amended and restated, supplemented, restructured, or otherwise modified from time to time, the “Second Lien Security Agreement”);

WHEREAS, pursuant to the terms and conditions of the Second Lien Security Agreement, CCR Pledgor entered into that certain Trademark Security Agreement dated as of October 2, 2012 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Second Lien Trademark Security Agreement”) in favor of Collateral Agent;

WHEREAS, pursuant to the terms and conditions of each of the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, CCR Pledgor granted to Collateral Agent a security interest and lien in and to all of the United States Trademark registrations set forth on Schedule A attached hereto and all Proceeds of the foregoing (collectively, the “Released Trademark Collateral”);

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 4, 2012 at Reel/Frame No. 4872/0397;

WHEREAS, effective September 1, 2016, CCR Pledgor sold, conveyed, transferred and assigned all right, title and interest in and to the Released Trademark Collateral to WTA Pledgor, such that WTA Pledgor is the current owner of the Released Trademark Collateral; and

WHEREAS, pursuant to the terms and conditions of each of the Second Lien Security Agreement, WTA Pledgor granted to Collateral Agent a security interest and lien in and to all of its assets, whether then existing or thereafter arising or acquired from time to time;

WHEREAS, Collateral Agent has agreed to terminate and release its security interest and lien in and to the Trademark Collateral and to reconvey any and all rights in the Released Trademark Collateral to the WTA Pledgor.



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date hereof, Collateral Agent hereby (i) terminates and releases any and all security interests and liens it has against the Released Trademark Collateral, whether under the Second Lien Security Agreement or the Second Lien Trademark Security Agreement, (ii) releases the Released Trademark Collateral from the Second Lien Security Agreement and the Second Lien Trademark Security Agreement and (iii) reconveys and assigns to WTA Pledgor all of Collateral Agent’s right, title and interest (if any) in and to the Released Trademark Collateral. This Release is applicable only and relates solely to the Released Trademark Collateral and no other collateral under the Second Lien Security Agreement or the Second Lien Trademark Security Agreement.

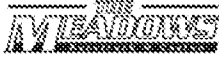

Collateral Agent shall take all further actions, and execute and deliver all such further documents, as may be reasonably requested by or on behalf of WTA Pledgor necessary to more fully and effectively effectuate the purposes of this Release, in each case, at WTA Pledgor's expense.

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SCHEDULE A

MARK NAME	SERIAL AND REGISTRATION NO.
EXTRAPLAY	USPTO Serial No.: 77/760199 Reg. No.: 3,854,649
EXTRAPLAY	USPTO Serial No.: 77/760210 Reg. No.: 3,854,650
MEADOWS MANIA	USPTO Serial No.: 77/760237 Reg. No.: 4,032,063
MEADOWS MANIA	USPTO Serial No.: 77/760242 Reg. No.: 4,032,064
MEADOWS MILLIONS	USPTO Serial No.: 77/761723 Reg. No.: 3,868,317
MEADOWS MILLIONS	USPTO Serial No.: 77/760246 Reg. No.: 3,854,651
MEADOWS REWARDS	USPTO Serial No.: 77/078866 Reg. No.: 3,458,781
MEADOWS REWARDS	USPTO Serial No.: 77/078886 Reg. No.: 3,458,782
THE MEADOWS	USPTO Serial No.: 77/105625 Reg. No.: 3,990,276

MARK NAME	SERIAL AND REGISTRATION NO.
THE MEADOWS	USPTO Serial No.: 77/105632 Reg. No.: 3,990,277
THE MEADOWS	USPTO Serial No.: 76/305729 Reg. No.: 2,674,278
THE MEADOWS	USPTO Serial No.: 77/105640 Reg. No.: 3,664,073
THE MEADOWS	USPTO Serial No.: 77/105652 Reg. No.: 3,425,318
THE MEADOWS	USPTO Serial No.: 77/105656 Reg. No.: 4,026,326 (parent)
THE MEADOWS	USPTO Serial No.: 77/977713 Reg. No.: 3,687,431 (child)
<p>THE MEADOWS ESTABLISHED IN 1963 and Design</p> 	USPTO Serial No.: 76/311585 Reg. No.: 2,656,162
<p>THE MEADOWS RACETRACK & CASINO and Design</p> 	USPTO Serial No.: 77/105661 Reg. No.: 3,994,155

MARK NAME	SERIAL AND REGISTRATION NO.
THE MEADOWS RACETRACK & CASINO and Design 	USPTO Serial No.: 77/105671 Reg. No.: 3,990,278
THE MEADOWS RACETRACK & CASINO and Design 	USPTO Serial No.: 77/105683 Reg. No.: 4,026,327 (parent)
WORLD OF FREE PLAY	USPTO Serial No.: 77/760270 Reg. No.: 4,105,942
WORLD OF FREE PLAY	USPTO Serial No.: 77/760288 Reg. No.: 4,042,520
YOUR PLAY	USPTO Serial No.: 77/760301 Reg. No.: 3,865,380
YOUR PLAY	USPTO Serial No.: 77/760309 Reg. No.: 3,851,173