

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412997

| | | | |
|---|--|----------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Penn National Turf Club, LLC | | 01/19/2017 | Limited Liability Company: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Collateral Agent | | |
| Street Address: | 900 W. Trade Street | | |
| Internal Address: | Mail Code NC1-026-06-03 | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255-0001 | | |
| Entity Type: | national association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1104969 | THE WORLD SERIES OF HANDICAPPING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2138918763 | | |
| <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> | | | |
| Email: | rhonda.deleon@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 355 South Grand Avenue | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071-1560 | | |
| ATTORNEY DOCKET NUMBER: | 042541-0030 | | |
| NAME OF SUBMITTER: | Rhonda DeLeon | | |
| SIGNATURE: | /Rhonda DeLeon/ | | |
| DATE SIGNED: | 01/19/2017 | | |
| Total Attachments: 14 | | | |
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (“Trademark Security Agreement”), dated as of January 19, 2017, made by Penn National Gaming, Inc., CRC Holdings, Inc., Hollywood Casinos, LLC, LVGV, LLC, Penn National Turf Club, LLC, St. Louis Gaming Ventures, LLC, Rocket Speed, Inc., Tropicana Las Vegas, Inc. and Zia Park LLC (each individually, a “Pledgor,” and collectively, the “Pledgors”), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement and the other Credit Documents (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are parties to an Amended and Restated Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, certain of the Pledgors previously entered into a Trademark Security Agreement, dated as of December 4, 2013 (the “2013 Agreement”), in favor of the Collateral Agent;

WHEREAS, Tropicana Las Vegas, Inc. previously entered into a Trademark Security Agreement, dated as of October 22, 2015 (the “2015 Agreement”), in favor of the Collateral Agent; and

WHEREAS, Rocket Speed, Inc. (f/k/a Rocket Games, Inc.) previously entered into a Trademark Security Agreement, dated as of September 19, 2016 (the “2016 Agreement” and together with the 2013 Agreement, the 2015 Agreement and the Existing Security Agreement, the “Existing Agreements”), in favor of the Collateral Agent.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement and the other Credit Documents, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement (or, if not defined in the Security Agreement, in the Credit Agreement) and used herein have the meaning given to them in the Security Agreement (or the Credit Agreement, if applicable).

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of such Pledgor’s right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the “Pledged Trademark Collateral”):

- (a) all Trademarks listed on Schedule I attached hereto. "Trademarks" shall mean (i) all United States or State trademarks, trade names, organizational names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, and all common-law rights related thereto arising under the laws of the United States or any State thereof, and (ii) the right to obtain all renewals thereof;
- (b) all Trademark Licenses listed on Schedule I attached hereto. "Trademark Licenses" shall mean any agreement, whether written or oral, providing for the grant by or to any Pledgor of any right to use any Trademark; and
- (c) all Proceeds of any of the foregoing (in each case, other than Excluded Property, including any United States applications for trademarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the trademark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d)).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Pledged 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The provisions of Section 13.04(g) of the Credit Agreement shall apply with respect to the release of a security interest in any of the Pledged Trademark Collateral created pursuant to this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSIES, DISPUTES, OR CAUSES OF ACTION (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) BASED UPON OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY

CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAW OF ANOTHER JURISDICTION.

SECTION 7. Existing Agreements. Nothing in this Trademark Security Agreement is intended by any party, or may be construed by any party, to affect the continuing priority of the liens granted under the Existing Agreements, with respect to the Pledged Trademark Collateral. To the extent any Pledgor is a "Pledgor" under, and as defined in, the Existing Agreements, such Pledgor reaffirms the security interest granted with respect to the Pledged Trademark Collateral pursuant to the Existing Agreements.

[Signature pages follow]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PENN NATIONAL GAMING, INC.

By: Timothy J. Wilmott
Name: Timothy J. Wilmott
Title: Chief Executive Officer and President

CRC HOLDINGS, INC.
LVGV, LLC
PENN NATIONAL TURF CLUB, LLC
ST. LOUIS GAMING VENTURES, LLC
TROPICANA LAS VEGAS, INC.
ZIA PARK LLC

By: Timothy J. Wilmott
Name: Timothy J. Wilmott
Title: President

HOLLYWOOD CASINOS, LLC

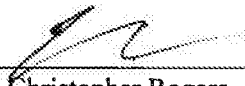
By : CRC Holdings, Inc., its sole member

By: Timothy J. Wilmott
Name: Timothy J. Wilmott
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005970 FRAME: 0369

ROCKET SPEED, INC.

By: 
Name: Christopher Rogers
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005970 FRAME: 0370

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Christine Trotter

Name:

Christine Trotter

Title:

Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005970 FRAME: 0371

Schedule I

Registrations - United States:

| OWNER | MARK | REG. NUMBER | REG. DATE | COUNTRY/STATE |
|------------------------|----------------------|--------------------|-------------------------------------|----------------------|
| CRC Holdings, Inc. | ALTON BELLE | 1931461 | 10/31/1995 | United States |
| CRC Holdings, Inc. | ARGOSY | 1929892 | 10/24/1995 | United States |
| CRC Holdings, Inc. | ARGOSY & Design | 3012717 | 11/08/2005 | United States |
| CRC Holdings, Inc. | ARGOSY PREFERRED | 1958696 | 02/27/1996 | United States |
| CRC Holdings, Inc. | BELLE OF SIOUX CITY | 1935361 | 11/14/1995 | United States |
| CRC Holdings, Inc. | EMPRESS | 2037357 | 02/11/1997 | United States |
| CRC Holdings, Inc. | EMPRESS | 2102174 | 09/30/1997 | United States |
| CRC Holdings, Inc. | EMPRESS | 2107523 | 10/21/1997 | United States |
| CRC Holdings, Inc. | EMPRESS | 2177009 | 07/28/1998 | United States |
| CRC Holdings, Inc. | EMPRESS | 2196824 | 10/20/1998 | United States |
| CRC Holdings, Inc. | EMPRESS | 2220630 | 01/26/1999 | United States |
| CRC Holdings, Inc. | EMPRESS (Stylized) | 2196822 | 10/20/1998 | United States |
| CRC Holdings, Inc. | EMPRESS CASINO | 2190220 | 09/22/1998 | United States |
| CRC Holdings, Inc. | HOLIDAY HYSTERIA | 3173802 | 11/21/2006 | United States |
| CRC Holdings, Inc. | SUMMER OF LUCK | 3173803 | 11/21/2006 | United States |
| Hollywood Casinos, LLC | EPIC BUFFET | 4399890 | 09/10/2013 | United States |
| Hollywood Casinos, LLC | EPIC BUFFET & Design | 4403448 | 09/17/2013 | United States |
| Hollywood Casinos, LLC | FAIRBANKS | 1974466 | 05/21/1996 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD CASINO | 1851759 | 08/30/1994 | United States |
| | | | Registration Renewed, 08/30/2004 | |
| Hollywood Casinos, LLC | HOLLYWOOD CASINO | 1903858 | 07/04/1995 | United States |

| OWNER | MARK | REG. NUMBER | REG. DATE | COUNTRY/STATE |
|------------------------|--------------------------------|-------------|------------|---------------|
| Hollywood Casinos, LLC | HOLLYWOOD CASINO | 4400203 | 09/10/2013 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD CASINO (Stylized) | 1949319 | 01/16/1996 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD CASINO (Stylized) | 4399889 | 09/10/2013 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD GAMING | 4629459 | 10/28/2014 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD GAMING (Stylized) | 4629458 | 10/28/2014 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD EPIC BUFFET | 1902030 | 06/27/1995 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD EPIC BUFFET & Design | 1903176 | 07/04/1995 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD MARQUEE | 1904686 | 07/11/1995 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD MARQUEE & Design | 1990629 | 08/06/1996 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD POKER | 4603903 | 09/16/2014 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD POKER OPEN | 4603948 | 09/16/2014 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD POKER OPEN & Design | 4604021 | 09/16/2014 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD SCREEN TEST | 1904687 | 07/11/1995 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD SCREEN TEST & Design | 1928914 | 10/24/1995 | United States |

| OWNER | MARK | REG. NUMBER | REG. DATE | COUNTRY/STATE |
|---|--|-------------|------------|---------------|
| Hollywood Casinos, LLC | HOLLYWOOD SUPERSTAR REELS MEGA REELS RISING REELS RAPID REELS & Design | 4498109 | 03/18/2014 | United States |
| Hollywood Casinos, LLC | HPO | 4603963 | 09/16/2014 | United States |
| Hollywood Casinos, LLC | TURN 2 | 4332060 | 05/07/2103 | United States |
| Hollywood Casinos, LLC | TURN 2 LOUNGE | 4234792 | 10/30/2012 | United States |
| Hollywood Casinos, LLC (assigned by PNGD) | HOLLYWOOD SLOTS | 3117760 | 07/18/2006 | United States |
| Hollywood Casinos, LLC | ZEN NOODLE | 4742714 | 05/26/2015 | United States |
| LVGV, LLC | DAYDREAM | 3868185 | 10/26/2010 | United States |
| LVGV, LLC | DAYDREAM | 3874207 | 11/09/2010 | United States |
| LVGV, LLC | HOSTILE GRAPE | 3620634 | 05/12/2009 | United States |
| LVGV, LLC | HOSTILE GRAPE WINE CELLAR BAR TASTING ROOM (and splatter design) | 3661769 | 07/28/2009 | United States |
| LVGV, LLC | LIBIDO LOBO & Design | 3844667 | 09/07/2010 | United States |
| LVGV, LLC | LIBIDO LOCO | 3844671 | 09/07/2010 | United States |
| LVGV, LLC | M (and color design sideways) | 3667648 | 08/11/2009 | United States |
| LVGV, LLC | M (stylized) | 3411031 | 04/08/2008 | United States |
| LVGV, LLC | M (stylized) | 3628876 | 05/26/2009 | United States |
| LVGV, LLC | M CAFÉ (stylized) | 3632946 | 06/02/2009 | United States |
| LVGV, LLC | M IS FOR ME | 3512483 | 10/07/2008 | United States |
| LVGV, LLC | M IS FOR ME | 3894290 | 12/21/2010 | United States |
| LVGV, LLC | M IS FOR ME | 3920133 | 02/15/2011 | United States |
| LVGV, LLC | M RESORT | 3896121 | 12/28/2010 | United States |

| OWNER | MARK | REG. NUMBER | REG. DATE | COUNTRY/STATE |
|-------------------------------|---|-------------|------------|---------------|
| LVGV, LLC | M RESORT | 3896122 | 12/28/2010 | United States |
| LVGV, LLC | M RESORT | 3977752 | 06/14/2011 | United States |
| LVGV, LLC | M RESORT SPA CASINO LAS VEGAS (stylized) | 3544752 | 12/09/2008 | United States |
| LVGV, LLC | M RESORT SPA CASINO LAS VEGAS (stylized) | 3627974 | 05/26/2009 | United States |
| LVGV, LLC | M RESORT SPA CASINO LAS VEGAS (stylized) | 3627983 | 05/26/2009 | United States |
| LVGV, LLC | M RESORT SPA CASINO LAS VEGAS (stylized) | 3664380 | 08/04/2009 | United States |
| LVGV, LLC | M RESORT SPA CASINO LAS VEGAS (stylized) | 3747310 | 02/09/2010 | United States |
| LVGV, LLC | MULTIPLIER MANIA | 4053352 | 11/08/2011 | United States |
| LVGV, LLC | RAVAILLO LOUNGE & Design | 3620789 | 05/12/2009 | United States |
| LVGV, LLC | RAVELLO LOUNGE | 3620808 | 05/12/2009 | United States |
| LVGV, LLC | RELAPSE | 3819818 | 07/13/2010 | United States |
| LVGV, LLC | STUDIO B BUFFET | 3661673 | 07/28/2009 | United States |
| LVGV, LLC | STUDIO B SHOW KITCHEN BUFFET & Design | 3686091 | 09/22/2009 | United States |
| LVGV, LLC | THE VIG DELI | 3620794 | 05/12/2009 | United States |
| LVGV, LLC | THE VIG DELI "ODDS ARE YOU'LL LOVE IT!" & Design | 3620799 | 05/12/2009 | United States |
| LVGV, LLC | VILLAGGIO BAR & Design | 3628657 | 05/26/2009 | United States |
| LVGV, LLC | VILLAGGIO DEL SOLE | 4115226 | 03/20/2012 | United States |
| LVGV, LLC | YOUR POINTS YOUR CHOICE | 3624209 | 05/19/2009 | United States |
| LVGV, LLC | JAYDE FUZION | 4809144 | 09/08/2015 | United States |
| Penn National Gaming, Inc. | DESIGN (SILKS & SUITS - COLOR) | 2835865 | 04/27/2004 | United States |

| OWNER | MARK | REG. NUMBER | REG. DATE | COUNTRY/STATE |
|----------------------------|---|-------------|------------|---------------|
| Penn National Gaming, Inc. | DESIGN (SILKS & SUITS B&W) | 2812219 | 02/10/2004 | United States |
| Penn National Gaming, Inc. | FINAL CUT | 3850023 | 09/21/2010 | United States |
| Penn National Gaming, Inc. | FINAL CUT STEAKHOUSE & Design | 3849980 | 09/21/2010 | United States |
| Penn National Gaming, Inc. | HOLLYWOOD CASINO AT CHARLES TOWN RACES & Design | 4424783 | 10/29/2013 | United States |
| Penn National Gaming, Inc. | HOLLYWOOD CASINO AT PENN NATIONAL RACE COURSE | 3636836 | 06/09/2009 | United States |
| Penn National Gaming, Inc. | HOLLYWOOD MEMORIES | 3658809 | 07/21/2009 | United States |
| Penn National Gaming, Inc. | ICON | 4505312 | 04/01/2014 | United States |
| Penn National Gaming, Inc. | ICON & Design | 4505313 | 04/01/2014 | United States |
| Penn National Gaming, Inc. | MARQUEE COMPS | 4513493 | 04/15/2014 | United States |
| Penn National Gaming, Inc. | MARQUEE MILLIONAIRE | 4569961 | 07/15/2014 | United States |
| Penn National Gaming, Inc. | MARQUEE MILLIONAIRE SLOT TOURNAMENT & Design | 4569962 | 07/15/2014 | United States |
| Penn National Gaming, Inc. | MARQUEE REWARDS & Design | 4235179 | 10/30/2012 | United States |
| Penn National Gaming, Inc. | MARQUEE REWARDS | 4439130 | 11/26/2013 | United States |

| OWNER | MARK | REG. NUMBER | REG. DATE | COUNTRY/STATE |
|--------------------------------|-------------------------------------|-------------|--|---------------|
| Penn National Gaming, Inc. | PLAYERS' CHOICE | 2634200 | 10/15/2002 | United States |
| Penn National Gaming, Inc. | SILVER SCREEN GAMING | 2579039 | 06/11/2002 | United States |
| Penn National Gaming, Inc. | SLOTPLAY (Supplemental Register) | 3069482 | 03/14/2006 | United States |
| Penn National Gaming, Inc. | TELEBET | 3700786 | 10/27/2009 | United States |
| Penn National Turf Club, LLC | THE WORLD SERIES OF HANDICAPPING | 1104969 | Registered: 10/24/78 Registration Renewed, 02/27/09 | United States |
| Rocket Speed, Inc. | VIVA SLOTS | 5076650 | 11/08/2016 | United States |
| St. Louis Gaming Ventures, LLC | EAT UP BUFFET & DESIGN | 3455130 | 06/24/2008 | United States |
| Tropicana Las Vegas, Inc. | EVEN THE ODDS | 4044823 | 10/25/2011 | United States |
| Tropicana Las Vegas, Inc. | BISCAYNE STEAK SEA WINE (stylized) | 3878095 | 11/16/2010 | United States |
| Tropicana Las Vegas, Inc. | HAVANA GO GO & Design | 3877859 | 11/16/2010 | United States |
| Tropicana Las Vegas, Inc. | BACIO | 4412951 | 10/08/2013 | United States |
| Tropicana Las Vegas, Inc. | HERO RATE & Design | 4530991 | 05/13/2014 | United States |
| Tropicana Las Vegas, Inc. | HERO RATE & Design | 4530990 | 05/13/2014 | United States |
| Tropicana Las Vegas, Inc. | HERO RATE & Design | 4530989 | 05/13/2014 | United States |

| OWNER | MARK | REG. NUMBER | REG. DATE | COUNTRY/STATE |
|---------------------------|-----------------------------|-------------|------------|---------------|
| Tropicana Las Vegas, Inc. | HERO RATE & Design | 4530988 | 05/13/2014 | United States |
| Tropicana Las Vegas, Inc. | FOOD IS OUR CELEBRITY | 4878338 | 12/29/2015 | United States |
| Zia Park LLC | ZIA PARK | 4857730 | 11/24/2015 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD CASINO | 5100555 | 12/13/2016 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD GAMING | 5029902 | 08/30/2016 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD GAMING (Stylized) | 5052475 | 10/04/2016 | United States |

Applications - United States:

| OWNER | MARK | SER. NUMBER | APP. DATE | COUNTRY/STATE |
|------------------------|--------------------------------------|-------------|------------|---------------|
| Hollywood Casinos, LLC | HOLLYWOOD CLASSIC SLOTS | 87/210,257 | 10/20/2016 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD CLASSIC SLOTS & Design | 87/210,260 | 10/20/2016 | United States |
| Hollywood Casinos, LLC | HOLLYWOOD CLASSIC SLOTS 10X & Design | 87/210,265 | 10/20/2016 | United States |
| LVGV, LLC | HOSTILE GRAPE | 87/062,773 | 06/07/2016 | United States |
| Rocket Speed, Inc. | VIVA SLOTS LAS VEGAS | 86/837,182 | 12/02/2015 | United States |
| Rocket Speed, Inc. | VIVA SLOTS VEGAS | 86/837,178 | 12/02/2015 | United States |

| OWNER | MARK | SER. NUMBER | APP. DATE | COUNTRY/STATE |
|---------------------------|---------------------|-------------|------------|---------------|
| Tropicana Las Vegas, Inc. | TROPICANA LAS VEGAS | 85/451,418 | 10/19/2011 | United States |
| Tropicana Las Vegas, Inc. | TROPICANA LAS VEGAS | 85/451,453 | 10/19/2011 | United States |

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