

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LGVV, LLC		01/19/2017	Limited Liability Company: NEVADA
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: 34			
Property Type	Number	Word Mark	
Registration Number:	3868185	DAYDREAM	
Registration Number:	3874207	DAYDREAM	
Registration Number:	3620634	HOSTILE GRAPE	
Registration Number:	3661769	HOSTILE GRAPE WINE CELLAR BAR TASTING RO	
Registration Number:	3844667	LIBIDO LOCO	
Registration Number:	3844671	LIBIDO LOCO	
Registration Number:	3667648	M	
Registration Number:	3411031	M	
Registration Number:	3628876	M	
Registration Number:	3632946	M CAFE	
Registration Number:	3512483	M IS FOR ME	
Registration Number:	3894290	M IS FOR ME	
Registration Number:	3920133	M IS FOR ME	
Registration Number:	3896121	M RESORT	
Registration Number:	3896122	M RESORT	
Registration Number:	3977752	M RESORT	
Registration Number:	3544752	M RESORT · SPA · CASINO LAS VEGAS	
Registration Number:	3627974	M RESORT · SPA · CASINO LAS VEGAS	
TRADEMARK			

OP \$865.00 3868185

Property Type	Number	Word Mark
Registration Number:	3627983	M RESORT · SPA · CASINO LAS VEGAS
Registration Number:	3664380	M RESORT · SPA · CASINO LAS VEGAS
Registration Number:	3747310	M RESORT · SPA · CASINO LAS VEGAS
Registration Number:	4053352	MULTIPLIER MANIA
Registration Number:	3620789	RAVELLO LOUNGE
Registration Number:	3620808	RAVELLO LOUNGE
Registration Number:	3819818	RELAPSE
Registration Number:	3661673	STUDIO B BUFFET
Registration Number:	3686091	STUDIO B SHOW KITCHEN BUFFET
Registration Number:	3620794	THE VIG DELI
Registration Number:	3620799	THE VÍG DELI "ODDS ARE YOU'LL LOVE IT!"
Registration Number:	3628657	VILLAGGIO BAR
Registration Number:	4115226	VILLAGGIO DEL SOLE
Registration Number:	3624209	YOUR POINTS YOUR CHOICE
Registration Number:	4809144	JAYDE FUZION
Serial Number:	87062773	HOSTILE GRAPE

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

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

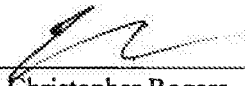
By : CRC Holdings, Inc., its sole member

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005974 FRAME: 0894

ROCKET SPEED, INC.

By: 
Name: Christopher Rogers
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005974 FRAME: 0895

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: 005974 FRAME: 0896

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 CAFE (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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