

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacobs Entertainment, Inc.		02/07/2017	Corporation: DELAWARE
Colonial Downs, L.P.		02/07/2017	Limited Partnership: VIRGINIA
Nautica Aquarium, LLC		02/07/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	One Madison Avenue		
Internal Address:	2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4658426	WHITE BUFFALO	
Registration Number:	4349226	VIRGINIA STAMPEDE	
Registration Number:	4413055	GREATER CLEVELAND AQUARIUM	
Registration Number:	4413054	GREATER CLEVELAND AQUARIUM	
Registration Number:	4413053	GREATER CLEVELAND AQUARIUM	
Registration Number:	4413052	GREATER CLEVELAND AQUARIUM	
Serial Number:	86656214	MAIN STREET AFTER DARK	
Serial Number:	86656178	BLACK HAWK AFTER DARK	
Serial Number:	86552066	BLACK HAWK EXTRAVAGANZA	
Serial Number:	86411854	GRAND SLAM OF GRASS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
TRADEMARK			

CH \$265.00 4658426

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 502616-10

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 02/09/2017

Total Attachments: 6

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First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of February 7, 2017 by JACOBS ENTERTAINMENT, INC., COLONIAL DOWNS, L.P. AND NAUTICA AQUARIUM, LLC, (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent pursuant to the First Lien Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to that certain First Lien Security Agreement, dated as of October 29, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this First Lien Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. 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 its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto; and
- (b) all Goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the First Lien 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 Trademarks made and granted hereby are more fully set forth in the First Lien 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 First Lien Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, this First Lien Trademark Security Agreement shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable

form as may be necessary or proper to release the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this First Lien Trademark Security Agreement.

[signature page follows]

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

Very truly yours,

JACOBS ENTERTAINMENT, INC.

By: 

Name: Stephen R. Roark

Title: President

COLONIAL DOWNS, L.P.

By: Colonial Racing Corp.

Its: General Partner

By: _____

Name: Stan W. Guidroz

Title: President/COO

NAUTICA AQUARIUM, LLC

By: 

Name: Stephen R. Roark

Title: President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005985 FRAME: 0049

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

Very truly yours,

JACOBS ENTERTAINMENT, INC.

By: _____
Name: Stephen R. Roark
Title: President

COLONIAL DOWNS, L.P.

By: Colonial Racing Corp.
Its: General Partner

By: Stan W. Guidroz
Name: Stan W. Guidroz
Title: President/COO

NAUTICA AQUARIUM, LLC


By: _____
Name: Stephen R. Roark
Title: President

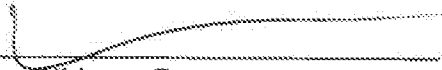
[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005985 FRAME: 0050

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: 
Name: Robert Hetu
Title: Authorized Signatory

By: 
Name: Whitney Gaston
Title: Authorized Signatory

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Jacobs Entertainment, Inc.	WHITE BUFFALO	86083232	10/04/2013	4658426	12/23/2014
2.	Colonial Downs, L.P.	VIRGINIA STAMPEDE	85705540	08/16/2012	4349226	06/11/2013
3.	Nautica Aquarium, LLC	GREATER CLEVELAND AQUARIUM & Design	85605296	04/23/2012	4413055	10/08/2013
4.	Nautica Aquarium, LLC	GREATER CLEVELAND AQUARIUM & Design	85605269	04/23/2012	4413054	10/08/2013
5.	Nautica Aquarium, LLC	GREATER CLEVELAND AQUARIUM & Design	85605013	04/23/2012	4413053	10/08/2013
6.	Nautica Aquarium, LLC	GREATER CLEVELAND AQUARIUM & Design	85604961	04/23/2012	4413052	10/08/2013

Trademark Applications:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
7.	Jacobs Entertainment, Inc.	MAIN STREET AFTER DARK	86656214	06/09/2015	ITU	
8.	Jacobs Entertainment, Inc.	BLACK HAWK AFTER DARK	86656178	06/09/2015	ITU	
9.	Jacobs Entertainment, Inc.	BLACK HAWK EXTRAVAGANZA	86552066	03/03/2015	ITU	
10.	Colonial Downs, L.P.	GRAND SLAM OF GRASS	86411854	10/01/2014	ITU	