

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415679

| | |
|------------------------------|-------------------|
| 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 |
| Colonial Holdings, Inc. | | 02/07/2017 | Corporation: VIRGINIA |
| Nautica Aquarium, LLC | | 02/07/2017 | Limited Liability Company: OHIO |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | Wilmington Trust, National Association, as Notes Collateral Agent |
| Street Address: | 50 South Sixth Street |
| Internal Address: | Suite 1290 |
| City: | Minneapolis |
| State/Country: | MINNESOTA |
| Postal Code: | 55402 |
| Entity Type: | Bank: UNITED STATES |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|-----------------------------|---------|----------------------------|
| Registration Number: | 2197807 | COLONIAL DOWNS |
| Registration Number: | 2347738 | |
| Registration Number: | 4349226 | VIRGINIA STAMPEDE |
| Registration Number: | 4141062 | EZ HORSEPLAY |
| Registration Number: | 4141063 | EZ HORSEPLAY |
| Registration Number: | 2903761 | CASH MAGIC |
| Registration Number: | 3477960 | CASH MAGIC REWARDS |
| Registration Number: | 3810265 | GILPIN'S GOT IT |
| Registration Number: | 1729987 | GOLD DUST |
| Registration Number: | 3297235 | MAGIC CASH |
| Registration Number: | 3255639 | SUPER SPIN |
| Registration Number: | 3213468 | SWIPE & DINE |
| Registration Number: | 4658426 | WHITE BUFFALO |
| Registration Number: | 3312387 | WINNERS CLUB |
| Registration Number: | 3488467 | YOUR HOUSE FULL OF FRIENDS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------|
| Registration Number: | 3096002 | CASH MAGIC |
| Registration Number: | 4413052 | GREATER CLEVELAND AQUARIUM |
| Registration Number: | 4413053 | GREATER CLEVELAND AQUARIUM |
| Registration Number: | 4413054 | GREATER CLEVELAND AQUARIUM |
| Registration Number: | 4413055 | GREATER CLEVELAND AQUARIUM |
| Serial Number: | 86411854 | GRAND SLAM OF GRASS |
| Serial Number: | 86656178 | BLACK HAWK AFTER DARK |
| Serial Number: | 86552066 | BLACK HAWK EXTRAVAGANZA |
| Serial Number: | 86656214 | MAIN STREET AFTER DARK |

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 505616-15 |
| NAME OF SUBMITTER: | Jean Paterson |
| SIGNATURE: | /jep/ |
| DATE SIGNED: | 02/10/2017 |

Total Attachments: 7

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of February 7, 2017, by Jacobs Entertainment, Inc., Colonial Downs, L.P., Colonial Holdings, Inc. and Nautica Aquarium, LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second 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 Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second 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 and Intercreditor Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second 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 Second 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 Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement shall be a second lien on and security interest in the Pledged Collateral and such lien and security interest and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between

the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, this Second 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 Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by telecopier, facsimile or other electronic transmission (e.g., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart thereof.

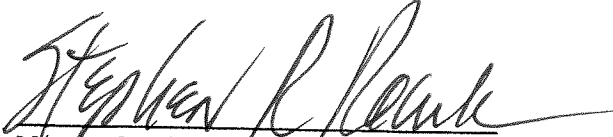
SECTION 6. Governing Law. This Second Lien Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Second 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

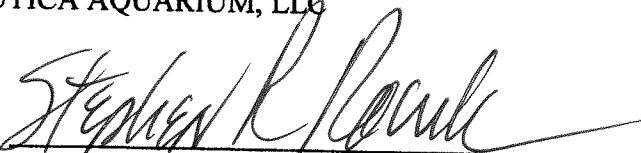
COLONIAL HOLDINGS, INC.

By: _____

Name: Stan W. Guidroz

Title: President/COO

NAUTICA AQUARIUM, LLC

By: 

Name: Stephen R. Roark

Title: President

[Signature Page to Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor has caused this Second 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

COLONIAL HOLDINGS, INC.

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

NAUTICA AQUARIUM, LLC

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

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By:  _____

Name:

Hallie E. Field

Title:

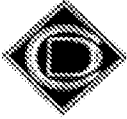

Assistant Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005985 FRAME: 0609

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

Trademark Registrations

| | Owner | Trademark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|-----|-----------------------------|--|-------------------|--------------------|-----------------|------------------|
| 1. | Colonial Downs, L.P. | COLONIAL DOWNS | 75333651 | 07/31/1997 | 2197807 | 10/20/1998 |
| 2. | Colonial Downs, L.P. | Design  | 75979101 | 03/05/1997 | 2347738 | 05/02/2000 |
| 3. | Colonial Downs, L.P. | VIRGINIA STAMPEDE | 85705540 | 08/16/2012 | 4349226 | 06/11/2013 |
| 4. | Colonial Holdings, Inc. | EZ HORSEPLAY | 85209987 | 01/04/2011 | 4141062 | 05/15/2012 |
| 5. | Colonial Holdings, Inc. | EZ HORSEPLAY & Design  | 85210027 | 01/04/2011 | 4141063 | 05/15/2012 |
| 6. | Jacobs Entertainment, Inc. | CASH MAGIC | 76504469 | 04/07/2003 | 2903761 | 11/16/2004 |
| 7. | Jacobs Entertainment, Inc. | CASH MAGIC REWARDS | 78593493 | 03/23/2005 | 3477960 | 07/29/2008 |
| 8. | Jacobs Entertainment, Inc. | GILPIN'S GOT IT | 77865278 | 11/04/2009 | 3810265 | 06/29/2010 |
| 9. | Jacobs Entertainment, Inc. | GOLD DUST | 74253685 | 03/09/1992 | 1729987 | 11/03/1992 |
| 10. | Jacobs Entertainment, Inc. | MAGIC CASH | 78593514 | 03/23/2005 | 3297235 | 09/25/2007 |
| 11. | Jacobs Entertainment, Inc. | Super Spin | 78887169 | 05/18/2006 | 3255639 | 06/26/2007 |
| 12. | Jacobs Entertainment, Inc. | Swipe & Dine | 78887138 | 05/18/2006 | 3213468 | 02/27/2007 |
| 13. | Jacobs Entertainment, Inc. | WHITE BUFFALO | 86083232 | 10/04/2013 | 4658426 | 12/23/2014 |
| 14. | Jacobs Entertainment, Inc. | Winners Club | 78919966 | 06/29/2006 | 3312387 | 10/16/2007 |
| 15. | Jacobs Entertainment, Inc. | YOUR HOUSE FULL OF FRIENDS | 77378936 | 01/23/2008 | 3488467 | 08/19/2008 |
| 16. | Jacob's Entertainment, Inc. | CASH MAGIC | 76504468 | 04/07/2003 | 3096002 | 05/23/2006 |

| | Owner | Trademark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|-----|-----------------------|-------------------------------------|-------------------|--------------------|-----------------|------------------|
| 17. | Nautica Aquarium, LLC | GREATER CLEVELAND AQUARIUM & Design | 85604961 | 04/23/2012 | 4413052 | 10/08/2013 |
| 18. | Nautica Aquarium, LLC | GREATER CLEVELAND AQUARIUM & Design | 85605013 | 04/23/2012 | 4413053 | 10/08/2013 |
| 19. | Nautica Aquarium, LLC | GREATER CLEVELAND AQUARIUM & Design | 85605269 | 04/23/2012 | 4413054 | 10/08/2013 |
| 20. | Nautica Aquarium, LLC | GREATER CLEVELAND AQUARIUM & Design | 85605296 | 04/23/2012 | 4413055 | 10/08/2013 |

Trademark Applications

| | Owner | Trademark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|----|----------------------------|-------------------------|-------------------|--------------------|-----------------|------------------|
| 1. | Colonial Downs, L.P. | GRAND SLAM OF GRASS | 86411854 | 10/01/2014 | ITU Application | |
| 2. | Jacobs Entertainment, Inc. | BLACK HAWK AFTER DARK | 86656178 | 06/09/2015 | ITU Application | |
| 3. | Jacobs Entertainment, Inc. | BLACK HAWK EXTRAVAGANZA | 86552066 | 03/03/2015 | ITU Application | |
| 4. | Jacobs Entertainment, Inc. | MAIN STREET AFTER DARK | 86656214 | 06/09/2015 | ITU Application | |