

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM426888

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sugarhouse HSP Gaming, L.P.		05/08/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Collateral Trustee		
<b>Street Address:</b>	Rodney Square North, 1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4133884	JACKS SANDWICHES & SWEETS	
<b>Registration Number:</b>	4018312	LUCKY RED	
<b>Serial Number:</b>	87089402	REVOLUTION GRILL	
<b>Registration Number:</b>	4018238	SUGAR HOUSE CASINO	
<b>Registration Number:</b>	4150659	SUGARHOUSE CASINO	
<b>Registration Number:</b>	4137584	THE REFINERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	049275-0133		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	05/09/2017		

OP \$165.00 4133884

**Total Attachments: 7**

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## GRANT OF TRADEMARK SECURITY INTEREST

This GRANT OF TRADEMARK SECURITY INTEREST, dated as of May 8, 2017 (this “**Agreement**”), is made by EACH OF THE PARTIES HERETO, whether as an original signatory or as an Additional Grantor (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral trustee under the Collateral Trust Agreement for the benefit of the Secured Parties pursuant to the Collateral Trust Agreement (together with its successors and assigns in such capacity, the “**Collateral Trustee**”).

### RECITALS:

**WHEREAS**, reference is made to that certain Revolving Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Sugarhouse HSP Gaming Prop. Mezz, L.P., a Delaware limited partnership (the “**Borrower**”), the banks, financial institutions and other entities from time to time party thereto in the capacity of lenders (the “**Lenders**”) and Wells Fargo Bank, National Association, in its capacity as administrative agent;

**WHEREAS**, the Borrower intends to issue 5.875% Senior Secured Notes due 2025 in an aggregate principal amount of \$300,000,000 pursuant to an Indenture dated as of the date hereof (as amended, supplemented, restated, amended and restated or otherwise modified and in effect from time to time, the “**Indenture**”) among the Borrower, Sugarhouse HSP Gaming Finance Corp., a Delaware corporation, as co-issuer, the Collateral Trustee, the guarantors party thereto and U.S. Bank National Association, as trustee (in such capacity and together with its successors in such capacity, the “**Trustee**”);

**WHEREAS**, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Specified Hedging Agreements with one or more counterparties to a Specified Hedging Agreement;

**WHEREAS**, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Specified Cash Management Agreements with one or more counterparties to a Specified Cash Management Agreement;

**WHEREAS**, subject to the terms and conditions of the Credit Agreement, the Borrower entered into that certain Collateral Trust Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, renewed, extended or otherwise modified from time to time, the “**Collateral Trust Agreement**”), by and among the Borrower, the other Grantors from time to time party thereto, the Collateral Trustee, the Administrative Agent, and the Trustee;

**WHEREAS**, subject to the terms and conditions of Section 3.8 of the Collateral Trust Agreement, the Borrower is permitted to enter into one or more additional or replacement credit facilities or other debt instruments consisting of Secured Debt (as defined in the Collateral Trust Agreement) (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, together with all agreements related thereto, the “**Additional Secured Debt Agreements**”), in each case, with banks, financial institutions and other entities from time to time party thereto in the capacity of providers of financial accommodations thereunder;

**WHEREAS**, in consideration of the extensions of credit and other accommodations of the Secured Parties as set forth in the Credit Agreement, the Indenture, any Additional Secured Debt Agreements, the Collateral Trust Agreement, the Specified Hedging Agreements and the Specified Cash

Management Agreements, respectively, each Grantor has agreed to secure such Grantor's obligations under the Loan Documents, the Specified Hedging Agreements and the Specified Cash Management Agreements as set forth therein; and

**WHEREAS**, pursuant to the terms of that certain Pledge and Security Agreement (the "**Pledge and Security Agreement**") dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**") among the Borrower, the other Grantors from time to time party thereto and the Collateral Trustee, each Grantor has created in favor of the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in, and the Collateral Trustee became a secured creditor with respect to, the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, subject to the terms of the Pledge and Security Agreement, each Grantor hereby grants to the Collateral Trustee for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located, but in each case, excluding any Excluded Collateral (as defined in the Credit Agreement) (the "**Trademark Collateral**"), for the prompt and complete payment and performance in full when due and with all rights and remedies under the UCC (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations:

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States federal trademark registrations and applications specifically set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all, extensions, renewals, or registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries, all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral 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 of a conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

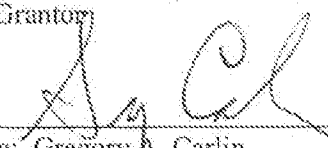
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement. In the event of any conflict between the terms of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement shall govern and control.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Security Agreement or the Collateral Trust Agreement, as applicable.

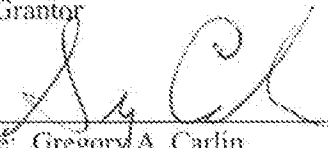
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IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


**SUGARHOUSE HSP GAMING PROP. MEZZ, L.P.,**  
a Delaware limited partnership,  
as a Grantor

By:   
Name: Gregory A. Carlin  
Title: Chief Executive Officer

**SUGARHOUSE HSP GAMING, L.P.,**  
a Delaware limited partnership,  
as a Grantor

By:   
Name: Gregory A. Carlin  
Title: Chief Executive Officer

**SUGARHOUSE HSP GAMING PROP. GP, L.L.C.,**  
a Delaware limited liability company,  
as a Grantor

By:   
Name: Gregory A. Carlin  
Title: Chief Executive Officer

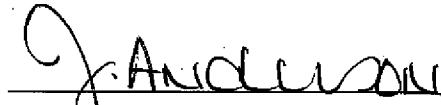
[Signature Page to Grant of Trademark Security Interest]

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**  
as Collateral Trustee

By:

Name:

Title:



A handwritten signature in black ink, appearing to read "J. Anderson", written over a horizontal line.

Jennifer Anderson  
Assistant Vice President

[Signature Page to Grant of Trademark Security Interest]

**TRADEMARK**  
**REEL: 006053 FRAME: 0371**

SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
JACKS SANDWICHES & SWEETS	43	85112514 20-AUG-2010	4133884 01-MAY-2012	Registered.  Wilmington Trust, National Association 1 <sup>st</sup> lien security interest dated 05/24/13 and recorded 05/29/13 at Reel/Frame No. 5036/0763.  Wilmington Trust, National Association 2 <sup>nd</sup> lien security interest dated 05/24/13
LUCKY RED	43	85112518 20-AUG-2010	4018312 30-AUG-2011	Registered.  Wilmington Trust, National Association 1 <sup>st</sup> lien security interest dated 05/24/13 and recorded 05/29/13 at Reel/Frame No. 5036/0763.  Wilmington Trust, National Association 2 <sup>nd</sup> lien security interest dated 05/24/13
	43	87089402 30-JUN-2016		Pending.
	41, 43	85093800 27-JUL-2010	4018238 30-AUG-2011	Registered.  Wilmington Trust, National Association 1 <sup>st</sup> lien security interest dated 05/24/13 and recorded 05/29/13 at Reel/Frame No. 5036/0763.  Wilmington Trust, National Association 2 <sup>nd</sup> lien security interest dated 05/24/13
SUGARHOUSE CASINO	41, 43	78780480 23-DEC-2005	4150659 29-MAY-2012	Registered.  Wilmington Trust, National Association 1 <sup>st</sup> lien security interest dated 05/24/13 and recorded 05/29/13 at Reel/Frame No. 5036/0763.  Wilmington Trust, National Association 2 <sup>nd</sup> lien security interest dated 05/24/13
THE REFINERY	41, 43	85112527 20-AUG-2010	4137584 08-MAY-2012	Registered.  Wilmington Trust, National Association 1 <sup>st</sup> lien security interest dated 05/24/13 and recorded 05/29/13 at Reel/Frame No. 5036/0763.  Wilmington Trust, National Association 2 <sup>nd</sup> lien security interest dated 05/24/13



New York	SUGARHOUSE	41, 43	S19930 02-MAR-	Registered.
New York	SUGARHOUSE CASINO	41, 43	S19931 02-MAR-	Registered.
New York	SUGARHOUSE GAMING	41, 43	S19929 02-MAR-	Registered.
Pennsylvania	SUGARHOUSE	43	3343256 22-SEP-2014	Registered.
Pennsylvania	SUGARHOUSE CASINO	43	3343137 20-JUN-	Registered.
Pennsylvania	SUGARHOUSE GAMING	43	3343257 22-SEP-2014	Registered.

Schedule A

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**RECORDED: 05/09/2017**

**TRADEMARK**  
**REEL: 006053 FRAME: 0373**