

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yonkers Racing Corporation		05/31/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	MC: NY1-C413, 4 Chase Metrotech Center		
Internal Address:	CIB DMO WLO		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2432830	YONKERS RACEWAY	
Registration Number:	3280271	EMPIRE CITY	
Registration Number:	4014733	EMPIRE CITY CASINO	
Registration Number:	4146339	EMPIRE TERRACE RESTAURANT	
Registration Number:	4146701	EMPIRE CITY CASINO YONKERS RACEWAY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	05/31/2017		

OP \$140.00 2432830

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Yonkers Racing Corporation

- Individual(s)
- Partnership
- Corporation- State: NY
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 31, 2017

- Assignment
- Security Agreement
- Other First Lien Collateral Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: MC: NY1-C413, 4 Chase Metrotech Center, CIB DMO WLO

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule 1

B. Trademark Registration No.(s) _____

See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 31, 2017
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) is made as of this 31st day of May, 2017 by YONKERS RACING CORPORATION, a New York corporation (the “**Grantor**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent (the “**Grantee**”) for the Secured Creditors (as such term is defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, the Grantor, JPMorgan Chase Bank, N.A., as Administrative Agent (as defined therein) and Collateral Agent (as defined therein) and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) are parties to that certain First Lien Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, refinanced or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Borrower by the Lenders; and

WHEREAS, pursuant to the terms of that certain First Lien Collateral Agreement of even date herewith between the Grantor, certain of the Grantor’s affiliates and the Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), the Grantor has granted to the Grantee, for the benefit of the Secured Creditors, a security interest in substantially all of the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, all renewals, extensions and continuations of any of the foregoing and all goodwill attributable to any of the foregoing (“**Trademarks**”), together with the goodwill of the business symbolized by the Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations owing by the Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and the Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement or, if not in the Collateral Agreement, in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, the Grantor hereby grants to the Grantee, for the benefit of the Secured Creditors, and, in respect of the following Trademark Collateral (as defined below), hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing Lien on the Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising; provided, in no event shall the grant of a Lien and security interest as provided herein extend to any “intent

to use” applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act:

(i) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement and the security interests evidenced hereby shall continue in full force and effect until (i) termination of the Total Commitments and payment in full of all Secured Obligations (other than (A) contingent obligations not yet due and payable but including for all purposes hereof amounts due under Section 13.01 of the Credit Agreement that have been invoiced to or demanded of the Borrower and (B) obligations and liabilities under Secured Interest Rate Protection Agreements as to which arrangements satisfactory to the applicable Hedge Bank shall have been made) and (ii) the expiration, termination, cash collateralization or backstopping (to the reasonable satisfaction of the Administrative Agent and the Issuing Lender) of all Letters of Credit. In connection with any termination pursuant to the foregoing sentence, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor’s expense, all documents that such Grantor shall reasonably request to evidence such termination and shall perform such other actions reasonably requested by such Grantor to effect such termination.

4. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

YONKERS RACING CORPORATION, a New
York corporation

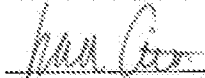
By: 

Name: Timothy J. Rooney, Sr.

Title: President and Chief Executive Officer

Agreed and Accepted
as of the Date First Written Above

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Jaime Gitler
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Borrower/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Yonkers Racing Corporation	YONKERS RACEWAY	Filing Date: April 15, 1999 Registration Date: March 6, 2001	Live	Serial No.: 75683807 Registration No.: 2432830
Yonkers Racing Corporation	EMPIRE CITY	Filing Date: March 25, 2002 Registration Date: Aug. 14, 2007	Live	Serial No.: 76386820 Registration No.: 3280271
Yonkers Racing Corporation	EMPIRE CITY CASINO	Filing Date: June 1, 2010 Registration Date: August 23, 2011	Live	Serial No.: 85052007 Registration No.: 4014733
Yonkers Racing Corporation	EMPIRE TERRACE RESTAURANT	Filing Date: September 26, 2011 Registration Date: May 22, 2012	Live	Serial No.: 85431653 Registration No.: 4146339
Yonkers Racing Corporation	EMPIRE CITY CASINO YONKERS RACEWAY 	Filing Date: October 17, 2011 Registration Date: May 22, 2012	Live	Serial No.: 85448945 Registration No.: 4146701