

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457336

|   |  |                       |                     |
|---|--|-----------------------|---------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST  |                       |                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                     |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>  |
| Poydras Gaming Finance Corp.  |  | 12/28/2017            | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                     |
| <b>Name:</b>  | The Prudential Insurance Company of America, as Collateral Agent |                       |                     |
| <b>Street Address:</b>  | 4 Embarcadero Center   |                       |                     |
| <b>Internal Address:</b>  | Suite 2700   |                       |                     |
| <b>City:</b>  | San Francisco  |                       |                     |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                     |
| <b>Postal Code:</b>   | 94111  |                       |                     |
| <b>Entity Type:</b>   | Corporation: NEW JERSEY  |                       |                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                     |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                     |
| <b>Serial Number:</b>   | 86388829   | POYDRAS               |                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                     |
| <b>Fax Number:</b>  |  |                       |                     |
| <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>   | rfloren@schiffhardin.com   |                       |                     |
| <b>Correspondent Name:</b>  | Rebecca Floren   |                       |                     |
| <b>Address Line 1:</b>  | 233 S. Wacker Drive, Suite 7100                                  |                       |                     |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60606  |                       |                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 04926-0929   |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | Rebecca Floren   |                       |                     |
| <b>SIGNATURE:</b>   | /s/ Rebecca Floren   |                       |                     |
| <b>DATE SIGNED:</b>   | 01/09/2018   |                       |                     |
| <b>Total Attachments: 5</b>   |  |                       |                     |
| source=Senior_Trademark Security Agreement#page1.tif  |  |                       |                     |
| source=Senior_Trademark Security Agreement#page2.tif  |  |                       |                     |
| source=Senior_Trademark Security Agreement#page3.tif  |  |                       |                     |
| source=Senior_Trademark Security Agreement#page4.tif  |  |                       |                     |

OP \$40.00 86388829



**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2017, by Poydras Gaming Finance Corp., a corporation existing under the laws of British Columbia (“**Grantor**”), in favor of The Prudential Insurance Company of America, in its capacity as collateral agent (together with its successors in such capacity, the “**Collateral Agent**”) for the Secured Parties.

**WITNESSETH:**

**WHEREAS**, Grantor has guaranteed the Notes issued by the Company pursuant to the Note Agreement;

**WHEREAS**, as a condition to the Lenders entering into the financing arrangements proposed by the Note Agreement, Grantor has executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Secured Parties, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”); and

**WHEREAS**, pursuant to the terms of the Security Agreement, Grantor has granted to the Collateral Agent, for itself and the ratable benefit of the Secured Parties, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of the Secured Obligations.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement. In addition, the following term shall have the meaning herein specified:

“**Mark License**” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Mark.

2. **GRANT OF SECURITY INTEREST IN MARK COLLATERAL.** As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Secured Obligations, whether now existing or hereafter arising and howsoever evidenced, Grantor hereby assigns, transfers and grants to the Collateral Agent and hereby creates in favor of the Collateral Agent, for the benefit of the Secured Parties, a continuing Lien on and first priority security interest in, and right of set-off against, all of the right, title and interest of Grantor, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Mark Collateral**”):

(a) all of its Marks and Mark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Mark and each Mark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Mark or Mark licensed under any Mark License or (ii) injury to the goodwill associated with any Mark or any Mark licensed under any Mark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for itself and the ratable benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Mark 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.

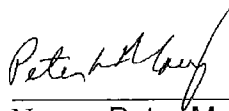
4. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument.

5. **APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK (EXCLUDING ANY CONFLICTS OF LAW RULES WHICH WOULD OTHERWISE CAUSE THIS TRADEMARK SECURITY AGREEMENT TO BE CONSTRUED OR ENFORCED IN ACCORDANCE WITH, OR THE RIGHTS OF THE PARTIES TO BE GOVERNED BY, THE LAWS OF ANY OTHER JURISDICTION).**

[Signature page follows]

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


**POYDRAS GAMING FINANCE CORP.**

By:   
Name: Peter Macy  
Title: CEO

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,  
as Collateral Agent

By:  \_\_\_\_\_  
Vice President



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademarks**

(i) Owned

| Trademark      | Application or<br>Registration No. | Serial<br>Number | Filing<br>Date | Registration<br>Date |
|----------------|------------------------------------|------------------|----------------|----------------------|
| <b>Poydras</b> | <b>4,723,280</b>                   | <b>86388829</b>  | <b>9/8/14</b>  | <b>4/21/15</b>       |

**POYDRAS**

(ii) Licensed

None.

**Net Names**

www.poydrasgaming.com  
www.integritygaming.com  
www.pokershop.com