

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natchez Casino OpCo, LLC		01/25/2018	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1525 West W.T. Harris Boulevard		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4392151	CYPRESS MILL	
Registration Number:	4406147	THE BANDSAW BUFFET	
Registration Number:	4428106	MAGNOLIA BLUFFS CASINO	
CORRESPONDENCE DATA			
Fax Number:	2027767801		
<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:	(202) 776-7800		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	R. Timothy Bryan		
Address Line 1:	509 9th Street, N.W., Suite 1000		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	R. Timothy Bryan		
SIGNATURE:	/R. Timothy Bryan/		
DATE SIGNED:	01/25/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 25, 2018 (this "Agreement"), made by Natchez Casino OpCo, LLC, a Mississippi limited liability company (the "Pledgor"), in favor of Wells Fargo Bank, National Association, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of January 25, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Collateral Agreement"), among CASINO HOLDING INVESTMENT PARTNERS, LLC, a Delaware limited liability company ("Parent"), the Pledgor, NATCHEZ HOTEL OPCO, LLC, a Mississippi limited liability company ("Hotel Opco," and together with Parent and Pledgor, each a "Borrower" and, collectively, "Borrowers"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (together with its successors and permitted assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations when due, each Pledgor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title, and interest in or to any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

- (i) all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment, and grant of security interest will not cover any Excluded Property.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed signature page to this Agreement by facsimile

or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. *Governing Law.* THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

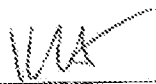
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NATCHEZ CASINO OPCO, LLC

By: _____

Name: Kevin Preston

Title: President



WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:

Name:

Title:



Suzann B. Fuller

Managing Director

Schedule I

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CYPRESS MILL	8/27/2013	4392151
THE BANDSAW BUFFET	9/24/2013	4406147
MAGNOLIA BLUFFS CASINO	11/5/2013	4428106