## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM459952

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ABC Funding, LLC		01/25/2018	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Natchez Casino OpCo, LLC	
Street Address:	7 Roth Hill	
City:	Natchez	
State/Country:	MISSISSIPPI	
Postal Code:	39120	
Entity Type:	Limited Liability Company: MISSISSIPPI	

### **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

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: (202) 776-7800

Email: tapatterson@duanemorris.com

**Correspondent Name:** R. Timothy Bryan

509 9th Street, N.W., Suite 1000 Address Line 1:

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:** 01/30/2018

**Total Attachments: 3** 

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is dated January 25, 2018 by ABC Funding, LLC, as administrative agent (the "<u>Agent</u>"), in favor of Natchez Casino OpCo, LLC, a Mississippi limited liability company (the "<u>Grantor</u>").

#### WITNESSETH:

WHEREAS, Grantor and Agent were parties to a certain Trademark Security Agreement dated as of August 11, 2015, which was recorded in the United States Patent and Trademark Office (the "<u>USPTO</u>") on August 17, 2015 at Reel 5597, Frame 0589 (the "<u>Trademark Security Agreement</u>"), pursuant to which Grantor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on <u>Schedule A</u> attached hereto and certain other property as set forth in the Trademark Security Agreement (collectively, the "<u>Trademark Collateral</u>") to secure the payment and performance of all Obligations (as defined in the Credit Agreement) of Grantor as set out in the Credit Agreement;

WHEREAS, Grantor has requested that Agent release its continuing security interests in the Trademark Collateral and reassign the same to Grantor; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations in order for Agent to release Agent's continuing security interests in the Trademark Collateral;

**NOW, THEREFORE,** for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. All capitalized terms used herein but not defined shall have the meanings ascribed to them in the Trademark Security Agreement.
- 2. Agent hereby releases its continuing security interests in, and hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking by Agent, all of its right, title and interest, if any, in and to each trademark, trademark registration, and trademark application listed on <u>Schedule A</u> hereto, including:
  - (i) each trademark, trademark registration, and trademark application listed on <u>Schedule A</u> hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
  - (ii) all proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.
- 3. Agent hereby authorizes Grantor, its successors, assigns and representatives to record this document at the United States Patent and Trademark Office.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

ABC FUNDING, LLC, as Agent

By: Summit Partners Credit Advisors, L.P.

Its: Manager

Name: James Freeland

Title: Duly Authorized Signatory

# SCHEDULE A TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS

# REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

### TRADEMARK REGISTRATIONS

Trademark	Registration Date	Registration Number
CYPRESS MILL	8/27/2013	4392151
THE BANDSAW BUFFET	9/24/2013	4406147
MAGNOLIA BLUFFS CASINO	11/5/2013	4428106

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**RECORDED: 01/30/2018**