

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475395

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		04/25/2018	Chartered Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Jacobs Entertainment, Inc.
Street Address:	240 Main Street
City:	Black Hawk
State/Country:	COLORADO
Postal Code:	80422
Entity Type:	Corporation: DELAWARE
Name:	Colonial Downs, L.P.
Street Address:	17301 West Colfax Avenue, #250
Internal Address:	c/o Jacobs Entertainment, Inc.
City:	Golden
State/Country:	COLORADO
Postal Code:	80401
Entity Type:	Limited Partnership: VIRGINIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	75333651	COLONIAL DOWNS
Serial Number:	75979101	
Serial Number:	85705540	VIRGINIA STAMPEDE
Serial Number:	86411854	GRAND SLAM OF GRASS

CORRESPONDENCE DATA

Fax Number: 3125274011

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: 3125274000

Email: jberman@taftlaw.com

Correspondent Name: Jane S. Berman

Address Line 1: 111 East Wacker

TRADEMARK

Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	REV14-GN001
NAME OF SUBMITTER:	Jane S. Berman
SIGNATURE:	/Jane S. Berman/
DATE SIGNED:	05/24/2018
Total Attachments: 4 source=Trademark Release - Second Lien#page1.tif source=Trademark Release - Second Lien#page2.tif source=Trademark Release - Second Lien#page3.tif source=Trademark Release - Second Lien#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

(Second Lien)

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made and effective as of April 25, 2018 (the "Effective Date") in favor of the grantor parties identified on the signature page hereto (each and collectively, the "Grantor") by WILMINGTON TRUST, NATIONAL ASSOCIATION ("Collateral Agent"), a national banking association, in its capacity as Collateral Agent for the benefit of the Secured Parties of that certain Second Lien Security Agreement dated February 7, 2017 (the "Security Agreement"), as from time to time amended, extended, renewed, supplemented, or otherwise modified, made by and among Collateral Agent, the Grantor, and certain other parties.

WHEREAS, pursuant to the terms and conditions of the Security Agreement, Grantor entered into that certain Second Lien Trademark Security Agreement dated February 7, 2017 (the "Trademark Security Agreement"), by and between Grantor and Collateral Agent and certain other parties, wherein Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Trademarks of such Grantor listed on SCHEDULE I attached to this Release, and all registrations and applications therefor, and all Goodwill associated therewith (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Trademark Office at Reel 5985 Frame 0603 on February 10, 2017; and

WHEREAS, Collateral Agent, on behalf of itself and the Secured Parties, has agreed to terminate and release the security interest solely in the Trademark Collateral, and to reassign back to Grantor any and all right, title and interest in and to the Trademark Collateral that the Collateral Agent or the Secured Parties may have in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of itself and the Secured Parties, and their respective successors, legal representatives, and assigns, hereby terminates, cancels, releases, and discharges the security interest solely in the Trademark Collateral granted in the Trademark Security Agreement and the Security Agreement, and reassigns and transfers to Grantor any and all right, title and interest in and to the Trademark Collateral that the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreement or the Trademark Security Agreement, if and to the extent such may have been acquired; provided, however, the Collateral Agent does not release and does retain any other interests in collateral under the Trademark Security Agreement or Security Agreement other than the Trademark Collateral specifically identified herein.

Collateral Agent shall take all further actions, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Release has been duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Hallie E. Field

Title: Assistant Vice President

COLONIAL DOWNS, L.P., a Grantor

By: _____

Name: _____

Title: _____

COLONIAL HOLDINGS, INC., a Grantor

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Release has been duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: _____

Title: _____

JACOBS ENTERTAINMENT, INC., a Grantor

By: Stephen R Roark
Stephen R. Roark, Authorized Officer

COLONIAL DOWNS, L.P., a Grantor

By: COLONIAL RACING CORP., its general partner

By: Stephen R Roark
Stephen R. Roark, Authorized Officer

COLONIAL HOLDINGS, INC., a Grantor

By: Stephen R Roark
Stephen R. Roark, Authorized Officer

SCHEDULE I

To Release of Security Interest in Trademarks

By Wilmington Trust, National Association, as Collateral Agent

Owner/Grantor	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Colonial Downs, L.P.	COLONIAL DOWNS	75333651	07/31/1997	2197807	10/20/1998
Colonial Downs, L.P.	Miscellaneous Design	75979101	03/05/1997	2347738	05/02/2000
Colonial Downs, L.P.	VIRGINIA STAMPEDE	85705540	08/16/2012	4349226	06/11/2013
Colonial Downs, L.P.	GRAND SLAM OF GRASS	86411854	10/01/2014	(pending)	