

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral at Reel/Frame No. 5791/0822		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A., as collateral agent		07/16/2018	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hoosier Park, LLC		
Street Address:	111 Monument Circle, Suite 702		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4881486	THE NIGHT DRIVE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049275-0064		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	07/16/2018		
Total Attachments: 3			
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OP \$40.00 4881486

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (the “Release”), dated as of July 16, 2018, is made by WELLS FARGO BANK, N.A., as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) in favor of HOOSIER PARK, LLC, an Indiana limited liability company (the “Grantor”).

WITNESSETH

WHEREAS, the Grantor and the Collateral Agent entered into that certain Pledge and Security Agreement, dated as of June 27, 2014 (the “Pledge and Security Agreement”);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor executed that certain (i) Trademark Security Agreement dated as of April 27, 2016 (the “Trademark Security Agreement”) and recorded with the U.S. Patent and Trademark Office (“USPTO”) on May 12, 2016 at Reel/Frame No. 5791/0822 and (ii) Supplement to Trademark Security Agreement dated as of April 26, 2017 (the “Supplement” and collectively with the Trademark Security Agreement, the “Trademark Security Agreements”) and recorded with the USPTO on May 30, 2017 at Reel/Frame No. 6072/0897, pursuant to which the Grantor granted to the Collateral Agent a security interest in and continuing lien on all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement and supplemented by the Supplement); and

WHEREAS, the Grantor has requested that the Collateral Agent, and the Collateral Agent has agreed to, release its security interest in and continuing lien on all of its right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, the Collateral Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty of any kind or nature, its security interest in and to all of the Trademark Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Trademark Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty of any kind or nature, any and all right, title and interest that the Collateral Agent may have obtained in and to all of its Trademark Collateral under the Pledge and Security Agreement and the Trademark Security Agreements.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

WELLS FARGO BANK, N.A.,
as Collateral Agent

By: 

Name: Duc Dang

Title: Vice President

[Signature Page to Release of Security Interest in Trademark Collateral]


TRADEMARK
REEL: 006381 FRAME: 0835

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Reel/Frame No. 5791/0822

Mark	Serial No.	Filing Date	Registration No.	Registration Date
Service Mark The Night Drive	86665969	6/15/15	4881486	1/5/16

Reel/Frame No. 6072/0897

Mark	Serial No.	Filing Date	Registration No.	Registration Date
Service Mark The Night Drive	86665969	6/15/15	4881486	1/5/16
Service Mark 	87142502	8/18/16	5263828	8/15/17