

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475392

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		04/25/2018	Chartered Bank: SWITZERLAND

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
City:	Golden
State/Country:	COLORADO
Postal Code:	80401
Entity Type:	Limited Partnership: VIRGINIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78687464	VIRGINIA DERBY
Serial Number:	75333651	COLONIAL DOWNS
Serial Number:	85705540	VIRGINIA STAMPEDE
Serial Number:	75979101	
Serial Number:	86411854	GRAND SLAM OF GRASS
Registration Number:	3210294	COLONIAL DOWNS PHONEBET

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

TRADEMARK

Address Line 1: 111 East Wacker
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: 5

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RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (First Lien) (this “Release”), dated as of April 25, 2018 (the “Effective Date”), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor parties identified on the signature page hereto (each and collectively, the “Grantor”).

WHEREAS, pursuant to that certain First Lien Credit Agreement and First Lien Security Agreement dated as of October 29, 2012, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time), the Grantor granted to Collateral Agent in its capacity as Collateral Agent for the benefit of the Secured Parties, a security interest in and to the Trademarks set forth in SCHEDULE I attached hereto, and any applications and registrations therefor, and all Goodwill associated with such Trademarks (the “Trademark Collateral”);

WHEREAS, pursuant to the First Lien Credit Agreement and the First Lien Security Agreement, the Grantor executed and delivered:

a first First Lien Trademark Security Agreement, dated as of October 29, 2012, which was recorded with the United States Patent and Trademark Office on December 17, 2012 at Reel/Frame 4920/0828, and

a second First Lien Trademark Security Agreement, dated as of February 7, 2017, which was recorded with the United States Patent and Trademark Office on February 9, 2017, at Reel/Frame 5985/0045 (the first and second First Lien Trademark Security Agreements hereinafter collectively, the “Trademark Security Agreements”);

WHEREAS, Collateral Agent, on behalf of itself and the Secured Parties, in reliance of representations set forth in that certain Officer’s Certificate, dated as of April 25, 2018, by Jacobs Entertainment, Inc. concerning the permitted sale of the Trademark Collateral, 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, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral; provided, however, the Collateral Agent does not release and does retain any other interests in all collateral under the Trademark Security Agreements or Security Agreement other than the Trademark Collateral specifically identified herein. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to

the Trademark Collateral under the Trademark Security Agreements or Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements and Security Agreement solely with respect to the Trademark Collateral. The Trademark Security Agreements and the Security Agreement shall remain in full force and effect with respect to all collateral, other than the Trademark Collateral, pledged and secured thereunder (together with all rights and obligations of the parties thereto).

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and 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), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
acting in its capacity as Collateral Agent

By:  _____

Name: William O' Daly

Title: Authorized Signatory

By:  _____

Name: Komal Shah

Title: Authorized Signatory

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
acting in its capacity as Collateral Agent

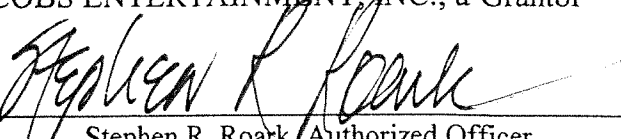
By: _____

Name: _____

Title: _____

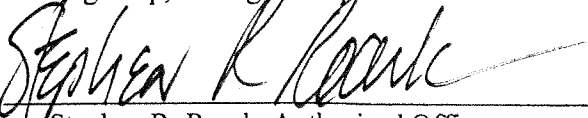
GRANTORS:

JACOBS ENTERTAINMENT, INC., a Grantor

By: 
Stephen R. Roark, Authorized Officer

COLONIAL DOWNS, L.P., a Grantor

By: Colonial Racing Corp, as its general partner

By: 
Stephen R. Roark, Authorized Officer

SCHEDULE I
TO RELEASE OF SECURITY INTEREST IN TRADEMARKS
(First Lien)

OWNER/GRANTOR	REG. NO.	APP. NO.	MARK
Colonial Downs, L.P.	3120410	78687464	Virginia Derby
Colonial Downs, L.P.	2197807	75333651	Colonial Downs
Colonial Downs, L.P.	4349226	85705540	Virginia Stampede
Colonial Downs, L.P.	2347738	75979101	Miscellaneous Design
Colonial Holdings, Inc.	3269188	78493810	GRAND SLAM OF GRASS
Colonial Downs, L.P.	(pending)	86411854	GRAND SLAM OF GRASS
Colonial Holdings, Inc.	3313619	78597907	THE RICHEST GRAND SLAM IN SPORTS
Colonial Downs, L.P.	3210294	78656899	COLONIAL DOWNS PHONEBET