

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penn National Gaming, Inc.		10/15/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	Bank of America, N.A. MAC Legal Dept, NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5347780	JACKPOT RACES	
Registration Number:	5510088	MARQUEE BY PENN NATIONAL GAMING	
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:	042541-0068		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/15/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (“Trademark Security Agreement”), dated as of October 15, 2018, made by Penn National Gaming, Inc., Hollywood Casinos, LLC, Rocket Speed, Inc. and Tropicana Las Vegas, Inc. (each, a “Pledgor”), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement and the other Credit Documents (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Pledgor is party to an Amended and Restated Security Agreement, dated as of January 19, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which such Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises herein contained, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement (or, if not defined in the Security Agreement, in the Credit Agreement) and used herein have the meaning given to them in the Security Agreement (or the Credit Agreement, if applicable).

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of such Pledgor’s right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the “Pledged Trademark Collateral”):

- (a) all Trademarks listed on Schedule I attached hereto. “Trademarks” shall mean (i) all United States or State trademarks, trade names, organizational names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, and all common-law rights related thereto arising under the laws of the United States or any State thereof, and (ii) the right to obtain all renewals thereof;
- (b) all Trademark Licenses listed on Schedule I attached hereto. “Trademark Licenses” shall mean any agreement, whether written or oral, providing for the grant by or to such Pledgor of any right to use any Trademark; and
- (c) all Proceeds of any of the foregoing (in each case, other than Excluded Property, including any United States applications for trademarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the trademark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d)).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent

pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Pledged Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The provisions of Section 13.04(g) of the Credit Agreement shall apply with respect to the release of a security interest in any of the Pledged Trademark Collateral created pursuant to this Trademark Security Agreement.

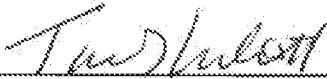
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSIES, DISPUTES, OR CAUSES OF ACTION (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) BASED UPON OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAW OF ANOTHER JURISDICTION.

[Signature pages follow]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PENN NATIONAL GAMING, INC.

By: 
Name: Timothy J. Wilmott
Title: Chief Executive Officer

HOLLYWOOD CASINOS, LLC

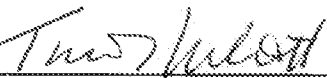
By: CRC Holdings, Inc., as its sole member

By: 
Name: Timothy J. Wilmott
Title: President

ROCKET SPEED, INC.

By: _____
Name: Christopher Rogers
Title: Vice President and Treasurer

TROPICANA LAS VEGAS, INC.

By: 
Name: Timothy J. Wilmott
Title: President

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PENN NATIONAL GAMING, INC.


By: _____
Name: Timothy J. Wilmott
Title: Chief Executive Officer

HOLLYWOOD CASINOS, LLC

By: CRC Holdings, Inc., as its sole member

By: _____
Name: Timothy J. Wilmott
Title: President

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By:  _____
Name: Christopher Rogers
Title: Vice President and Treasurer

TROPICANA LAS VEGAS, INC.

By: _____
Name: Timothy J. Wilmott
Title: President

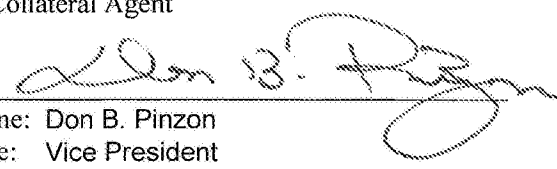
Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____

Name: Don B. Pinzon

Title: Vice President

A handwritten signature in cursive script, appearing to read "Don B. Pinzon", written over a horizontal line.

Schedule I

Registrations - United States:

Owner	Mark	Registration Number	Registration Date
Penn National Gaming, Inc.	JACKPOT RACES	5347780	28-NOV-2017
Penn National Gaming, Inc.	MARQUEE BY PENN NATIONAL GAMING	5510088	03-JUL-2018
Hollywood Casinos, LLC	HOLLYWOOD CASINO	5147402	21-FEB-2017
Hollywood Casinos, LLC	HOLLYWOOD RACES	5172202	28-MAR-2017
Hollywood Casinos, LLC	HOLLYWOOD SLOTS	5147520	21-FEB-2017
Hollywood Casinos, LLC	1ST JACKPOT	5576980	02-OCT-2018
Rocket Speed, Inc.	DOWNTOWN DELUXE SLOTS	5446024	17-APR-2018
Rocket Speed, Inc.	DOWNTOWN DELUXE SLOTS	5487635	05-JUN-2018
Rocket Speed, Inc.	ROCKET SPEED	5206506	16-MAY-2017
Rocket Speed, Inc.	ROCKET SPEED	5566317	18-SEP-2018
Tropicana Las Vegas, Inc.	SKY BEACH CLUB	5365526	26-DEC-2017