

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edgewater Gaming, LLC		02/26/2019	Limited Liability Company: NEVADA
Colorado Belle Gaming, LLC		02/26/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4820806	WILD STYLE	
Registration Number:	2680040	EDGEWATER	
Registration Number:	2680041	EDGEWATER	
Registration Number:	1662848	COLORADO BELLE	
Registration Number:	1661164	COLORADO BELLE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	James.Murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$140.00 4820806

DATE SIGNED:

02/26/2019

Total Attachments: 10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Edgewater Gaming, LLC
- 2. Colorado Belle Gaming, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. LLC-NV; 2. LLC-NV

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 26, 2019

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: CIB DMO WLO, Mail Code NY1-C413, 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Exhibit B

B. Trademark Registration No.(s)

See Exhibit B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera
Signature

February 26, 2019
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of February 26, 2019 by and from COLORADO BELLE GAMING, LLC, a Nevada limited liability company ("Colorado Belle"), and EDGEWATER GAMING, LLC, a Nevada limited liability company ("Edgewater" and, together with Colorado Belle, the "Grantors") to and in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Golden Entertainment, Inc., a Minnesota corporation ("Borrower"), the Grantors, as subsidiary guarantors, certain other Subsidiaries of Borrower, Grantee, JPMorgan Chase Bank, N.A., as Administrative Agent, the Lenders and certain other financial institutions have entered into that certain First Lien Credit Agreement, dated as of October 20, 2017 (as amended by the Incremental Joinder Agreement No. 1, dated as of June 11, 2018, the Incremental Joinder Agreement No. 2, dated as of November 8, 2018, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrower, the Grantors, certain other Subsidiaries of Borrower and Grantee have entered into that certain Security Agreement, dated as of October 20, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantors own the copyrights listed on Exhibit A attached hereto (the "Copyrights"), which Copyrights are pending or registered with the United States Copyright Office (the "USCO").

WHEREAS, the Grantors own the trademarks listed on Exhibit B attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office (the "USPTO").

WHEREAS, the Grantors own the patents listed on Exhibit C attached hereto (the "Patents"), which Patents are pending or registered with the USPTO.

WHEREAS, the Grantors are licensees of the trademarks listed on Exhibit D attached hereto (the "Licensed Trademarks", and together with the Copyrights, Trademarks and the Patents, the "Intellectual Property"), which Licensed Trademarks are pending or registered with the USPTO.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made by each Grantor to Grantee on behalf of the Secured Parties to secure the satisfactory performance and payment when due of all the Secured Obligations (as defined in the Security Agreement). Upon Payment in Full of the Secured Obligations, Grantee shall promptly execute, acknowledge and deliver to the Grantors, all reasonably requested instruments in writing releasing the security interest in the Intellectual Property acquired under the Security Agreement and this Confirmatory Grant.

(b) In order to secure the payment and performance when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Secured Obligations (as defined in the Security Agreement), the Grantors hereby grant to Grantee for the benefit of the Secured Parties:

(i) With respect to the Copyrights, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Copyrights now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Copyrights and (3) all causes of action arising prior to or after the date hereof for infringement of such Copyrights or unfair competition regarding the same;

(ii) With respect to the Trademarks, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same;

(iii) With respect to the Patents, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Patents and (3) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same; and

(iv) With respect to the Licensed Trademarks, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the trademark registrations and trademark applications under and to the extent set forth in and permitted by the license to the Grantors of such trademark registrations and trademark applications, together with (2) all proceeds thereof.

3) Interpretation. This Confirmatory Grant and any claims, controversies, disputes, or causes of action (whether arising under contract law, tort law or otherwise) based upon or relating to this Confirmatory Grant 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. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) Recordation. The parties authorize the directors of the USCO and the USPTO to record this Confirmatory Grant.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Grant effective as of the date first written above.

**COLORADO BELLE GAMING, LLC
EDGEWATER GAMING, LLC,**
each as a Grantor

By:  _____

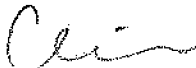
Name: Charles H. Protell

Title: Executive Vice President, Chief Strategy
Officer and Chief Financial Officer of Golden
Entertainment, Inc., in such capacity acting as
agent for each of the foregoing entities

[Signature Page to Confirmatory Grant of Intellectual Property (First Lien)]

**TRADEMARK
REEL: 006574 FRAME: 0085**

JPMORGAN CHASE BANK, N.A.,
as Grantee

By: 
Name: Chiara Carter
Title: Executive Director

[Signature Page to Confirmatory Grant of Intellectual Property (First Lien)]

Exhibit A

SCHEDULE OF U.S. COPYRIGHTS

Owner	Title	Registration Number	Date of Filing(s)
Colorado Belle Corporation	(Wo)man vs. Machine	VA1040396	1999

Exhibit B

SCHEDULE OF U.S. TRADEMARKS

Owner	Trademark	Database	Registration No. Registration Date
EDGEWATER GAMING, LLC	WILD STYLE	U.S. Federal	4820806 29-SEP-2015
EDGEWATER GAMING, LLC	EDGEWATER	U.S. Federal	2680040 28-JAN-2003
EDGEWATER GAMING, LLC	EDGEWATER	U.S. Federal	2680041 28-JAN-2003
COLORADO BELLE GAMING, LLC	COLORADO BELLE	U.S. Federal	1662848 29-OCT-1991
COLORADO BELLE GAMING, LLC	COLORADO BELLE	U.S. Federal	1661164 15-OCT-1991

Exhibit C

SCHEDULE OF U.S. PATENTS

None.

Exhibit D

SCHEDULE OF LICENSED TRADEMARKS

None.