

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Trademark Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital Region Gaming, LLC		03/22/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	222 Broadway, Mail Code: NY3-222-14-03		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5543605	DUKES CHOPHOUSE	
Registration Number:	5361407	TLH THE LANDING HOTEL	
Registration Number:	5325999	VAN SLYCK'S	
Serial Number:	87378257	SPLASH	
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:	042541-0053		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	03/22/2019		
Total Attachments: 6			

OP \$115.00 5543605

source=Trademark Security Agmt (Term)#page1.tif
source=Trademark Security Agmt (Term)#page2.tif
source=Trademark Security Agmt (Term)#page3.tif
source=Trademark Security Agmt (Term)#page4.tif
source=Trademark Security Agmt (Term)#page5.tif
source=Trademark Security Agmt (Term)#page6.tif

TERM LOAN TRADEMARK SECURITY AGREEMENT

This TERM LOAN TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2019 (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by EACH OF THE SIGNATORIES HERETO (collectively, the “**Grantors**”) in favor of BANK OF AMERICA, N.A., as collateral agent for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, Capital Region Borrower, LLC, a Delaware limited liability company (the “**CR Borrower**”), and Mohawk Property Company LLC, a Delaware limited liability company (the “**MP Borrower**” and together with the CR Borrower on a joint and several basis, the “**Borrower**”), have entered into that certain Amended and Restated Term Loan Agreement, dated as of March 22, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, the banks, financial institutions and other entities from time to time party thereto as lenders, Bank of America, N.A., as administrative agent, and the other parties thereto;

WHEREAS, the Grantors have guaranteed the obligations of the Borrower under the Credit Agreement pursuant to that certain Term Loan Subsidiary Guaranty, dated as of the date hereof, in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Subsidiary Guaranty**”);

WHEREAS, the Grantors have executed and delivered that certain Term Loan Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed to execute and deliver to the Collateral Agent any document reasonably required to acknowledge, confirm, register, record or perfect the Collateral Agent’s interest in any part of such Intellectual Property; and

WHEREAS, the Grantors have agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. GRANT OF SECURITY. Each Grantor hereby collaterally assigns to the Collateral Agent (for the ratable benefit of the Secured Parties), and grants to the Collateral

Agent (for the ratable benefit of the Secured Parties) a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under all of the following (collectively, but exclusive of any Excluded Collateral), in each case whether now owned or existing or hereafter acquired or arising and wherever located, for the prompt and complete payment and performance in full when due and with all rights and remedies under the UCC (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations:

1.1 Trademarks. All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations, recordings and applications for any of the foregoing including, but not limited to: (i) any of the foregoing referred to in Schedule 1; (ii) all extensions and renewals, and any right to obtain any extensions and renewals, of any of the foregoing; (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "**Trademarks**");

1.2 Trademark Licenses. Any and all agreements providing for the granting of any right in or to Trademarks (whether any Grantor is licensee or licensor thereunder), including, without limitation, any of the foregoing referred to in Schedule 1, and all Proceeds of the foregoing (collectively, the "**Trademark Licenses**");

SECTION 2. RECORDATION. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. SEVERABILITY. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 5. CONFLICT PROVISION. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 6. CONSENT TO JURISDICTION.

6.1 Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and each Grantor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be shall and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each Grantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement against any Grantor or their properties in the courts of any jurisdiction.

6.2 Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment in any New York State court or Federal court of the United States of America sitting in New York City. Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

6.3 Each party hereto irrevocably consents to service of process in the manner provided for notices in the Security Agreement. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7. WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH GRANTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT THE SECURED PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.

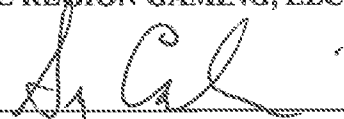
SECTION 8. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

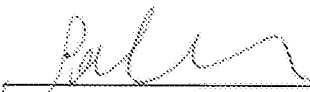
CAPITAL REGION GAMING, LLC

By: 
Name: Gregory A. Carlin
Title: Chief Executive Officer

[Signature Page to Term Loan Trademark Security Agreement]




COLLATERAL AGENT:

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

By: 
Name: Paley Chen
Title: Vice President

**SCHEDULE 1
to Trademark
Security Agreement**

TRADEMARKS

Grantor	International Class(es)	Trademark	Application Number/Filing Date	Registration Number/Registration Date
Capital Region Gaming, LLC	43	DUKES CHOPHOUSE 	87378165 20-MAR-2017	5543605 21-AUG-2018
Capital Region Gaming, LLC	43	TLH THE LANDING HOTEL 	87374266 16-MAR-2017	5361407 19-DEC-2017
Capital Region Gaming, LLC	41, 43	VAN SLYCK'S	87184358 27-SEP-2016	5325999 31-OCT-2017
Capital Region Gaming, LLC	44	SPLASH 	87378257 20-MAR-2017	

TRADEMARK LICENSES

None.