

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Premier Entertainment III, LLC		03/28/2019	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank AG New York Branch, as Collateral Agent
<b>Street Address:</b>	5022 Gate Parkway, Suite 200
<b>City:</b>	Jacksonville
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32256
<b>Entity Type:</b>	Company: GERMANY

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2650941	CAPITAL CLUB
Registration Number:	3780367	CAPITAL ELITE
Registration Number:	2917129	CAPITAL GOLD
Registration Number:	2924816	CAPITAL PLATINUM
Registration Number:	3039023	COME PLAY!
Registration Number:	5231936	DELAWARE POKER CHAMPIONSHIP
Registration Number:	3987396	DELAWARE POKER CHAMPIONSHIP
Registration Number:	2697403	DOVER DOWNS
Registration Number:	2713096	DOVER DOWNS
Registration Number:	2749818	DOVER DOWNS GAMING & ENTERTAINMENT
Registration Number:	3218958	DOVER DOWNS HOTEL & CASINO
Registration Number:	2313908	GAZEBO BAR
Registration Number:	3953189	MICHELE'S
Registration Number:	2645674	ROLLINS CENTER
Registration Number:	3222615	SWEET PERKS
Registration Number:	2466838	WINNERS CIRCLE
Registration Number:	1708300	DOVER DOWNS
Registration Number:	4844044	UNREEL
Registration Number:	4731604	WONDER SPIN

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2138918763*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.***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:** 057367-0016**NAME OF SUBMITTER:** Rhonda DeLeon**SIGNATURE:** /Rhonda DeLeon/**DATE SIGNED:** 04/02/2019**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 28, 2019 (as it may be amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, this “*Agreement*”), is made by the entity identified as a grantor on the signature page hereto (the “*Grantor*”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent for the Secured Parties (in such capacity, including any successor thereto, the “*Collateral Agent*”).

**WHEREAS**, the Grantor is a party to a Guarantee and Collateral Agreement dated as of July 10, 2014 (as it may be amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”) between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SECTION 2.1 Grant of Security. The Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, and a continuing lien on, all of the following property, in each case, wherever located and whether now owned or existing or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by required prepayment, declaration, acceleration or otherwise) of such Grantor’s Obligations:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, 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 other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in

Schedule A, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) general intangibles of a like nature, (v) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, (i) in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application to register a Trademark in the U.S. Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such “intent-to-use” application under federal law and (ii) this Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, Excluded Collateral; *provided however*, that Proceeds and rights to Proceeds of Excluded Collateral shall not be so excluded and shall constitute part of the Collateral (unless itself constituting Excluded Collateral).

### **SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

### **SECTION 4. GOVERNING LAW**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

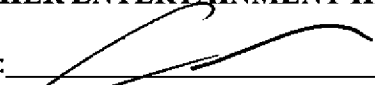
## **SECTION 5. COUNTERPARTS**

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile (or other electronic) transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

*[Remainder of Page Intentionally Left Blank]*

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

**PREMIER ENTERTAINMENT III, LLC**

By:  \_\_\_\_\_

Name: Craig L. Eaton

Title: Executive Vice President, General  
Counsel and Secretary

[Signature Page to Trademark Security Agreement]

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

**PREMIER ENTERTAINMENT III, LLC**

By: \_\_\_\_\_  
Name: Craig L. Eaton  
Title: Executive Vice President, General  
Counsel and Secretary

**DEUTSCHE BANK AG NEW YORK BRANCH,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Alicia Schüg  
Title: Vice President

By:  \_\_\_\_\_  
Name: Michael Strobel  
Title: Vice President

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Owner</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Issue Date</b>
Capital Club	Premier Entertainment III, LLC	US	2,650,941	11/19/02
Capital Elite	Premier Entertainment III, LLC	US	3,780,367	04/27/10
Capital Gold	Premier Entertainment III, LLC	US	2,917,129	01/11/05
Capital Platinum	Premier Entertainment III, LLC	US	2,924,816	02/08/05
Come Play!	Premier Entertainment III, LLC	US	3,039,023	01/10/06
Delaware Poker Championship	Premier Entertainment III, LLC	US	5,231,936	06/27/17
Delaware Poker Championship	Premier Entertainment III, LLC	US	3,987,396	06/28/11
Dover Downs	Premier Entertainment III, LLC	US	2,697,403	03/18/03
Dover Downs	Premier Entertainment III, LLC	US	2,713,096	05/06/03
Dover Downs Gaming & Entertainment	Premier Entertainment III, LLC	US	2,749,818	08/12/03
Dover Downs Hotel & Casino	Premier Entertainment III, LLC	US	3,218,958	03/13/07
Gazebo Bar	Premier Entertainment III, LLC	US	2,313,908	02/01/00
Michele's	Premier Entertainment III, LLC	US	3,953,189	05/03/11
Rollins Center	Premier Entertainment III, LLC	US	2,645,674	11/05/02
Sweet Perks	Premier Entertainment III, LLC	US	3,222,615	03/27/07
Winners Circle	Premier Entertainment III, LLC	US	2,466,838	07/10/01
Dover Downs	Premier Entertainment III, LLC	US	1,708,300	08/18/92
UnREEL	Premier Entertainment III, LLC	US	4,844,044	11/03/15
Wonder Spin	Premier Entertainment III, LLC	US	4,731,604	05/05/15