

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UTGR, Inc.		05/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Collateral Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4082784	TWIN RIVER CASINO SO MUCH. SO CLOSE!	
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:	057367-0016		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/10/2019		
Total Attachments: 8			
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**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 May 10, 2019 by and from TWIN RIVER WORLDWIDE HOLDINGS, INC., a Delaware corporation (“Borrower”), and THE SUBSIDIARIES OF THE BORROWER PARTY HERETO (collectively, the “Guarantors” and, together with Borrower, the “Grantors”) to and in favor of CITIZENS BANK, N.A., as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, “Grantee”).

WHEREAS, Borrower, the other Grantors, as subsidiary guarantors, Grantee, Citizens Bank, N.A., as Administrative Agent, the Lenders and certain other financial institutions have entered into that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantors, certain Subsidiaries of Borrower and Grantee have entered into that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantors own the trademarks listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office (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 Trademarks 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 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;

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 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.


UTGR, INC.,
as a Grantor

By: 
Name: Craig Eaton
Title: Sr. VP, GC and Secretary

PREMIER ENTERTAINMENT BILOXI
LLC,
as a Grantor

By: 
Name: Craig Eaton
Title: Sr. VP, GC and Secretary

PREMIER ENTERTAINMENT III, LLC,
as a Grantor

By: 
Name: Craig Eaton
Title: Exec. VP, GC and Secretary

[Signature Page to Confirmatory Grant of Intellectual Property]

CITIZENS BANK, N.A.,
as Grantee


By: 
Name: Sean McWhinnie
Title: Director


Exhibit A

SCHEDULE OF U.S. TRADEMARKS

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
DELAWARE POKER CHAMPIONSHIP DELAWARE POKER CHAMPIONSHIP	U.S. Federal	Registered Supplemental Register	85099979 8/4/2010	3987396 6/28/2011	PREMIER ENTERTAINMENT III, LLC
MICHELE'S MICHELE'S	U.S. Federal	Registered	77857192 10/26/2009	3953189 5/3/2011	PREMIER ENTERTAINMENT III, LLC
CAPITAL ELITE CAPITAL ELITE	U.S. Federal	Registered	77755000 6/9/2009	3780367 4/27/2010	PREMIER ENTERTAINMENT III, LLC
SWEET PERKS SWEET PERKS	U.S. Federal	Renewed (Registered)	78891672 5/24/2006	3222615 3/27/2007	PREMIER ENTERTAINMENT III, LLC
DOVER DOWNS HOTEL & CASINO DOVER DOWNS HOTEL & CASINO	U.S. Federal	Renewed (Registered) Partial Section 2(F)	78729710 10/10/2005	3218958 3/13/2007	PREMIER ENTERTAINMENT III, LLC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
CAPITAL PLATINUM CAPITAL PLATINUM	U.S. Federal	Renewed (Registered)	76570154 1/15/2004	2924816 2/8/2005	PREMIER ENTERTAINMENT III, LLC
CAPITAL GOLD CAPITAL GOLD	U.S. Federal	Renewed (Registered)	76570298 1/15/2004	2917129 1/11/2005	PREMIER ENTERTAINMENT III, LLC
COME PLAY! COME PLAY!	U.S. Federal	Renewed (Registered)	76560835 11/19/2003	3039023 1/10/2006	PREMIER ENTERTAINMENT III, LLC
DOVER DOWNS GAMING & ENTERTAINMENT	U.S. Federal	Renewed (Registered) Partial Section 2(F)	76419002 6/10/2002	2749818 8/12/2003	PREMIER ENTERTAINMENT III, LLC
DOVER DOWNS	U.S. Federal	Renewed (Registered) Section 2(F)	76378519 3/5/2002	2713096 5/6/2003	PREMIER ENTERTAINMENT III, LLC
ROLLINS CENTER	U.S. Federal	Renewed (Registered)	76348572 12/13/2001	2645674 11/5/2002	PREMIER ENTERTAINMENT III, LLC
DOVER DOWNS	U.S. Federal	Renewed (Registered)	76348631 12/13/2001	2697403 3/18/2003	PREMIER ENTERTAINMENT III, LLC
CAPITAL CLUB	U.S. Federal	Renewed (Registered)	75619443 1/12/1999	2650941 11/19/2002	PREMIER ENTERTAINMENT III, LLC
GAZEBO BAR	U.S. Federal	Renewed (Registered)	75587778 11/12/1998	2313908 2/1/2000	PREMIER ENTERTAINMENT III, LLC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
WINNERS CIRCLE	U.S. Federal	Renewed (Registered)	75317136 6/30/1997	2466838 7/10/2001	PREMIER ENTERTAINMENT III, LLC
DOVER DOWNS	U.S. Federal	Renewed (Registered)	74168102 5/20/1991	1708300 8/18/1992	PREMIER ENTERTAINMENT III, LLC
SATISFACTION	U.S. Federal	Registered	78576222 2/28/2005	3851714 9/21/2010	PREMIER ENTERTAINMENT BILOXI LLC
WINNERS PLAY HERE	U.S. Federal	Registered	86093997 10/17/2013	4537568 5/27/2014	PREMIER ENTERTAINMENT BILOXI, LLC
DELAWARE POKER CHAMPIONSHIP	U.S. Federal	Registered Section 2(F)	87232414 11/10/2016	5231936 6/27/2017	PREMIER ENTERTAINMENT III, LLC
WONDER SPIN	U.S. Federal	Registered	86446810 11/6/2014	4731604 5/5/2015	PREMIER ENTERTAINMENT III, LLC
UNREEL	U.S. Federal	Registered	86394409 9/15/2014	4844044 11/3/2015	PREMIER ENTERTAINMENT III, LLC

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
TWIN RIVER CASINO SO MUCH. SO CLOSE! 	U.S. Federal	Registered	85295320 4/14/2011	4082784 1/10/2012	UTGR, INC.