

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM524168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Gaming & Entertainment, LLC		03/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	5340 KIETZKE LANE		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89511		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4246459	CUBE	
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:	049275-0156		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/17/2019		
Total Attachments: 5			
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AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST

This **AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST**, dated as of March 6, 2019 (this “**Agreement**”), is made by **MIDWEST GAMING & ENTERTAINMENT, LLC**, (the “**Grantor**”), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (together with its successors and assigns in its capacity as collateral agent, the “**Collateral Agent**”).

RECITALS:

WHEREAS, Midwest Gaming Borrower, LLC (the “**Borrower**”), the other Loan Parties, the Equity Pledgor, the Collateral Agent and Wells Fargo Bank, National Association, in its capacity as administrative agent (the “**Administrative Agent**”) have entered into a First Amendment to Revolving Credit and Term Loan Agreement, dated as of October 31, 2018 (the “**First Amendment**”), to that certain Revolving Credit and Term Loan Agreement, dated as of December 15, 2016 (as amended by the First Amendment and as further amended, restated, 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 in the capacity of lenders, and the Administrative Agent;

WHEREAS, the Grantor and the Collateral Agent entered into that certain Grant of Trademark Security Interest (the “**Existing Grant of Trademark Security Interest**”), dated as of December 15, 2016;

WHEREAS, in connection with the First Amendment, the parties hereto deem it to be in their respective best interest to amend and restate the Existing Grant of Trademark Security Interest in its entirety on the terms and conditions and in the manner set forth herein; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), by and among the Grantor, certain of Grantor’s affiliates, the Collateral Agent and the other parties named therein, Grantor has created in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, and the Collateral Agent became a secured creditor with respect to, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, subject to the terms of the Security Agreement, Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located, but in each case, excluding any Excluded Collateral (as defined in the Credit Agreement) (the “**Trademark Collateral**”), 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:

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all, extensions, renewals, or

registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 of a conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.


This Agreement amends and restates in its entirety the Existing Grant of Trademark Security Interest. The parties acknowledge and agree that this Agreement does not constitute a novation, release or termination of the obligations under the Existing Trademark Security Agreement, and hereby affirm that all such obligations (as amended and restated by this Agreement) are in all respects continued and outstanding as obligations under this Agreement as such obligations are modified from and after the date hereof.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Security Agreement, and if not defined therein, shall have the meanings given to such terms in the Credit Agreement.

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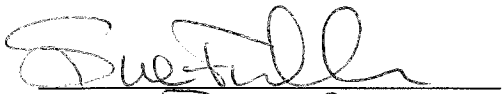
IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MIDWEST GAMING & ENTERTAINMENT, LLC,
a Delaware limited liability company,
as a Grantor

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

[Signature Page to Amended and Restated Grant of Trademark Security Interest]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: 
Name: SUE FULLER
Title: Managing Director

[Signature Page to Amended and Restated Grant of Trademark Security Interest]

TRADEMARK
REEL: 006648 FRAME: 0611

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Registered Trademarks:

<u>Trademark</u>	<u>Database</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
MIDWEST GAMING & ENTERTAINMENT	State of Illinois	101636	April 29, 2010	Midwest Gaming & Entertainment, LLC
CUBE	USPTO	4246459	November 20, 2012	Midwest Gaming & Entertainment, LLC

Trademark Applications:

None.