

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537490

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of IP Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A., as Administrative Agent		08/16/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CANTOR FITZGERALD SECURITIES, as the successor Administrative Agent		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1890368	CASINO QUEEN	
Registration Number:	4916904	CASINO QUEEN	
Registration Number:	5016327	CASINO QUEEN WHERE LOOSE MEANS MORE.	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	41655.00001		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	08/21/2019		
Total Attachments: 4			

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY**

This CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (“Assignment”) dated as of August 16, 2019, from CITIZENS BANK, N.A., as Administrative Agent for the Secured Parties (in such capacity, the “Existing Agent”), to CANTOR FITZGERALD SECURITIES, as the successor Administrative Agent for the Secured Parties, effective as of August 16, 2019 (the “Effective Date”) (together with its successors and assigns, the “Successor Agent”).

W I T N E S S E T H

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of March 13, 2017 by CQ Holding Company, Inc., Casino Queen Inc. and Isle of Capri Marquette Inc. (collectively, the “Grantors”) in favor of the Existing Agent, recorded with the United States Patent and Trademark Office on March 13, 2017 at Reel/Frame 6008/0369 (the “Intellectual Property Security Agreement”), the Grantors granted to the Existing Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in and liens on all of such Grantors’ right, title and interest in and to the Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement);

WHEREAS, by that certain Resignation of Agent and Appointment of Successor Agent Agreement dated as of August 16, 2019, by and among Successor Agent, Existing Agent, the Lenders and the Borrower (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Successor Agent Agreement”), the Existing Agent resigned as Administrative Agent and has assigned all of its rights, powers, discretion and privileges as Administrative Agent under the Loan Documents and Intellectual Property Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges, agrees and confirms as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment, have the meanings provided or provided by reference in the Successor Agent Agreement or the Intellectual Property Security Agreement.

2. Confirmatory Assignment of Security Interest. The Existing Agent hereby assigns, without recourse, all of its rights, powers, discretion and privileges as Administrative Agent under or arising out of the Loan Documents and the Intellectual Property Security Agreement, including those with respect to the Collateral and the Intellectual Property Collateral, to the Successor Agent. The Existing Agent hereby assigns, without recourse, to the Successor Agent each of the Liens and security interests, including those in the Intellectual Property Security Agreement, granted to, or in favor of, the Existing Agent for the benefit of the Secured Parties

under the Loan Documents. From and after the Effective Date, the Existing Agent's rights and obligations under the Intellectual Property Security Agreement shall be vested in the Successor Agent rather than the Existing Agent.

3. Further Assurances. The Existing Agent hereby agrees to duly execute, acknowledge, procure, and deliver (at the Grantors' sole cost and expense) any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

4. Authorization to Record. The Existing Agent authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable government officer record this Assignment.

5. Confirmation of Security. The Existing Agent reaffirms the security granted under the Loan Documents and Intellectual Property Security Agreement in favor of the Successor Collateral Agent and confirms that the Loan Documents and Intellectual Property Security Agreement shall remain in full force and effect, as continuing security for the Obligations.

6. Conflicting Terms. The parties to this Assignment agree that any conflicts between the terms of this Assignment and the terms of the Successor Agent Agreement shall be resolved in favor of the Successor Agent Agreement.

7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

8. Applicable Law. This Assignment and the rights and obligations of the parties hereunder shall, except as otherwise provided in the Loan Documents, be construed in accordance with and be governed by the law of the state of New York.

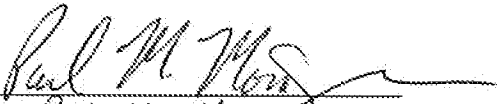
9. Concerning the Successor Agent. Cantor Fitzgerald Securities is entering into this Assignment in its capacity as administrative agent pursuant to the Successor Agent Agreement, the Credit Agreement and the other Loan Documents pursuant to the direction of the Required Lenders. In acting hereunder, the Successor Agent shall be entitled to all of the rights, privileges and immunities of the administrative agent under the Successor Agent Agreement, the Credit Agreement and the other Loan Documents as though fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY by its duly authorized officer as of the date first written above,

EXISTING AGENT:

CITIZENS BANK, N.A., as resigning
Administrative Agent

By: 
Name: Paul M. Mongeau
Title: EVP

Accepted and Agreed:

SUCCESSOR AGENT:

CANTOR FITZGERALD SECURITIES, as successor Administrative Agent

By: 

Name:

Title:

Nils Horning

Vice President

[Signature Page to IP Assignment Agreement]

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