

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/06/2019	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Mountaineer Park, Inc. (as successor in interest to MTR Gaming Group, Inc.)		
Street Address:	100 West Liberty Street, Suite 1150		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89501		
Entity Type:	Corporation: WEST VIRGINIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4498679	INCLUB	
Registration Number:	3011445		
Registration Number:	3722967	MOUNTAINEER CASINO RACETRACK & RESORT	
Registration Number:	3702323	MOUNTAINEER CASINO RACETRACK & RESORT	
Registration Number:	4666977	TAGALONG POINTS	
Registration Number:	2930876	THE GRANDE HOTEL AT MOUNTAINEER	
Registration Number:	2994578	THE GRANDE HOTEL AT MOUNTAINEER	
Registration Number:	2928951	THE HARV	
Registration Number:	2928952	THE HARV	
Registration Number:	2994601	THE SPA AT MOUNTAINEER	
Registration Number:	2994602	THE SPA AT MOUNTAINEER	
Registration Number:	3048779	WEST VIRGINIA DERBY	
Registration Number:	3015021	WEST VIRGINIA DERBY	
Registration Number:	3345168	RACELINEBET.COM	
Registration Number:	3345146	RACELINEBET	
Registration Number:	2511368	SPEAKEASY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	12/06/2019
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 6, 2019

- Assignment
- Security Agreement
- Other Partial Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mountaineer Park, Inc. (as successor in interest to MTR Gaming Group, Inc.

Street Address: 100 West Liberty Street, Suite 1150

City: Reno

State: NV

Country: USA Zip: 89501

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-WV
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

Elaine Carrera

Name of Person Signing

December 6, 2019

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**PARTIAL RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of December 6, 2019, by JPMorgan Chase Bank, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent"), in favor of Mountaineer Park, Inc., a West Virginia corporation, ("Mountaineer"), as successor in interest to MTR Gaming Group, Inc., ("MTR"), together with any successors and assigns (the "Grantor") as follows:

WITNESSETH:

WHEREAS, MTR is party to that certain Pledge and Security Agreement, dated as of May 1, 2017 (the "Security Agreement") in favor of the Administrative Agent, pursuant to which MTR executed and delivered that certain Trademark Security Agreement, dated as of May 1, 2017, by and among MTR and the Administrative Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, MTR pledged and granted to the Administrative Agent, among other Trademark Collateral defined and as set forth therein, a lien on and security interest in and to all of its right, title and interest in, to and under, among other things, all of the following collateral of MTR (collectively, the "Released Collateral"): (a) Trademarks of MTR listed on Schedule I attached hereto; (b) all goodwill of the business connected with the use of and symbolized by the Trademarks listed on Schedule I; (c) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; (d) all Proceeds (as defined in the Security Agreement) of any of the foregoing (a), (b) or (c) (other than, for the avoidance of doubt, the Proceeds of the sale of the Released Collateral pursuant to the Trademark and Domain Name Assignment described below) in each case hereafter arising or payable with respect thereto; and (e) all other rights of any kind accruing thereunder or pertaining thereto and throughout the world;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6046, Frame 0862, on May 2, 2017;

WHEREAS, pursuant to that certain Trademark and Domain Name Assignment, dated as of December 6, 2019, by and among MTR, Mountaineer, and other parties thereto, MTR assigned all of its rights, title and interest in the Released Collateral to Mountaineer;

WHEREAS, the Administrative Agent wishes to terminate and release all security interests, pledges, assignments, mortgages and liens of record granted to it in the Released Collateral under the Trademark Security Agreement; and

WHEREAS, notwithstanding the Administrative Agent's termination and release as to the Released Collateral described herein, the Trademark Security Agreement remains in full force and effect and the Administrative Agent maintains all other security interests, pledges, assignments, mortgages and liens of record granted to it under the Trademark Security Agreement. This Release is applicable only and solely with respect to the Released Collateral and to no other

collateral arising under the Security Agreement or the Trademark Security Agreement (such collateral other than the Released Collateral, the "Other Collateral"). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent with respect to the Other Collateral, and the Administrative Agent's security interest, liens, rights, titles and interests in such Other Collateral shall not, and shall not be deemed to be impaired, interrupted or otherwise modified in any respect by this Release.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby releases, terminates, relinquishes and forever discharges, with respect to the Grantor, all of its lien on and security interest in and to all of the Grantor's right, title, and interest in, to and under the Released Collateral, including the Trademarks listed on Schedule I, and retransfers, re-conveys and reassigns to the Grantor and without representation or warranty of any kind, express or implied, free and clear of any claims by the Administrative Agent, all right, title or interest of the Administrative Agent in, to or under the Released Collateral.

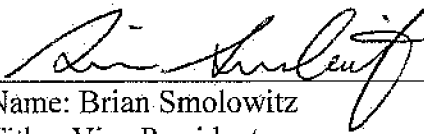
The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. Upon the reasonable request of the Grantor, and at Grantor's sole cost and expense, the Administrative Agent agrees to execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Released Collateral which had been granted under the Trademark Security Agreement.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]




IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

JPMorgan Chase Bank, N.A.,
as the Administrative Agent

By: 
Name: Brian Smolowitz
Title: Vice President

SCHEDULE I
to
PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS:

Mark	Serial #	Registration #	Class	Status
INCLUB	85/610,786	4,498,679	041	Registered
JOCKEY PLUS M (DESIGN) 	78/484,568	3,011,445	041	Registered
MOUNTAINEER CASINO RACETRACK & RESORT	77/345,661	3,722,967	041, 043, 044	Registered
MOUNTAINEER CASINO RACETRACK & RESORT (and Design) 	77/350,947	3,702,323	041, 043	Registered
TAGALONG POINTS	86/292,377	4,666,977	041	Registered
THE GRANDE HOTEL AT MOUNTAINEER	78/376,786	2,930,876	043	Registered
THE GRANDE HOTEL AT MOUNTAINEER (STYLIZED AND/OR WITH DESIGN) 	78/376,792	2,994,578	043	Registered
THE HARV	78/377,004	2,928,951	043	Registered

Mark	Serial #	Registration #	Class	Status
THE HARV (DESIGN) 	78/377,007	2,928,952	043	Registered
THE SPA AT MOUNTAINEER	78/382,968	2,994,601	044	Registered
THE SPA AT MOUNTAINEER (STYLIZED AND/OR WITH DESIGN) 	78/382,982	2,994,602	044	Registered
WEST VIRGINIA DERBY	78/382,467	3,048,779	041	Registered
WEST VIRGINIA DERBY (STYLIZED AND/OR WITH DESIGN) 	78/382,479	3,015,021	041	Registered
RACELINEBET.COM 	78/538,038	3,345,168	041	Registered
RACELINEBET	78/521,586	3,345,146	041	Registered
SPEAKEASY	75/513,347	2,511,368	041	Registered