

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenwood Gaming and Entertainment, Inc.		02/14/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	222 Broadway, 14th Floor, Mail Code: NY3-222-14-03		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4208212	THE PARKETTES	
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:	042541-0026		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	02/14/2020		
Total Attachments: 11			
source=Greenwood - Second AR Intellectual Property Security Agreement EXECUTED#page1.tif			
source=Greenwood - Second AR Intellectual Property Security Agreement EXECUTED#page2.tif			
source=Greenwood - Second AR Intellectual Property Security Agreement EXECUTED#page3.tif			
source=Greenwood - Second AR Intellectual Property Security Agreement EXECUTED#page4.tif			
source=Greenwood - Second AR Intellectual Property Security Agreement EXECUTED#page5.tif			

OP \$40.00 4208212

source=Greenwood - Second AR Intellectual Property Security Agreement EXECUTED#page6.tif
source=Greenwood - Second AR Intellectual Property Security Agreement EXECUTED#page7.tif
source=Greenwood - Second AR Intellectual Property Security Agreement EXECUTED#page8.tif
source=Greenwood - Second AR Intellectual Property Security Agreement EXECUTED#page9.tif
source=Greenwood - Second AR Intellectual Property Security Agreement EXECUTED#page10.tif
source=Greenwood - Second AR Intellectual Property Security Agreement EXECUTED#page11.tif

**SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 14, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by GREENWOOD RACING INC., a Delaware corporation (the “Borrower”), and each of the Subsidiaries of the Borrower party hereto (together with the Borrower, collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A., as administrative agent for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Administrative Agent”).

WHEREAS, certain of the Grantors entered into that certain Amended and Restated Intellectual Property Security Agreement, dated as of July 29, 2015, in favor of the Administrative Agent (the “Existing Intellectual Property Security Agreement”);

WHEREAS, the Borrower, the lenders party thereto, the Administrative Agent and the other applicable parties, have amended and restated the Credit Agreement (as defined in the Existing Intellectual Property Security Agreement, the “Existing Credit Agreement”), pursuant to that certain Second Amended and Restated Credit Agreement, dated as of February 14, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, each lender from time to time a party thereto, the Administrative Agent, and the other parties thereto;

WHEREAS, in connection with the amendment and restatement of the Existing Credit Agreement the Grantors have entered into that certain Second Amended and Restated Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities; and

WHEREAS, the Grantors and the Administrative Agent have agreed to amend and restate the Existing Intellectual Property Security Agreement by entering into this Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. GRANT OF SECURITY. Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, all of the following property now owned 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 “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance in full when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

1.1 Trademarks. (i) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, 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 or group of countries or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, (ii) the right to obtain all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill (collectively, the “Trademarks”);

1.2 Trademark Licenses. Any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1;

1.3 Patents. (i) All letters patent of the United States, any other country or group of countries or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 1, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 1, (iii) all rights to obtain any reissues or extensions of the foregoing, (iv) all rights corresponding thereto throughout the world, (v) all inventions and improvements described therein, (vi) all rights to sue for past, present and future infringements thereof, and (vii) all licenses, claims, damages, and proceeds of suit arising therefrom (collectively, the “Patents”);

1.4 Patent Licenses. All agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 1;

1.5 Copyrights. (i) All copyrights arising under the laws of the United States, any other country or group of countries or any political subdivision thereof, whether registered or

unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 1), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof, and (iii) all rights corresponding thereto, including rights to sue for past, present and future infringements thereof (collectively, the “Copyrights”);

1.6 Copyright Licenses. any agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 1), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright;

1.7 Trade Secrets. All trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”);

1.8 Trade Secret Licenses. Any and all agreements providing for the granting of any right in or to Trade Secrets (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1;

1.9 Intellectual Property. All rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets and the Trade Secret Licenses and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom (collectively, “Intellectual Property”); and

1.10 Proceeds. All “proceeds” as such term is defined in Article 9 of the Uniform Commercial Code on the date hereof and, in any event, shall include, without limitation, whatever is receivable or received when Intellectual Property or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary (in each case, regardless of whether characterized as proceeds under the Uniform Commercial Code), and any and all proceeds of the foregoing described in this Section 1.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Collateral.

SECTION 2. RECORDATION. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. SUBMISSION TO JURISDICTION. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY AND OF THE UNITED STATES DISTRICT COURT OF THE STATE OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE GRANTORS OR THEIR PROPERTIES IN THE COURTS OF ANY JURISDICTION.

SECTION 7. WAIVER OF VENUE. EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

SECTION 8. SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW

SECTION 9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

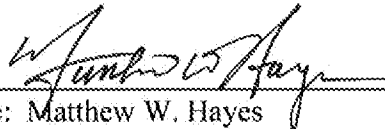
SECTION 10. AMENDMENT AND RESTATEMENT. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AMENDS, RESTATES AND SUPERSEDES IN ITS ENTIRETY THE EXISTING INTELLECTUAL PROPERTY SECURITY AGREEMENT.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

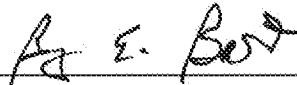
GRANTORS:

**BENSALEM HOLDING CO.
BETTOR TECHNOLOGY, INC.
KEYSTONE HOLDING CO.
RACETRACK FOOD SERVICES, INC.
RACETRACK OP CO.
RACETRACK OP HOLDING CO.
TURF CLUB SERVICES, INC.**



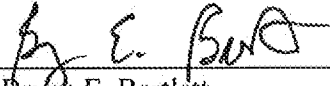
Name: Matthew W. Hayes
Title: Secretary & Treasurer

**BENSALEM RACING ASSOCIATION, INC.
GREEN RACING MANAGEMENT
COMPANY
GREENWOOD G & E HOLDING, INC.
GREENWOOD GAMING AND
ENTERTAINMENT, INC.
GREENWOOD RACING INC.
GW CUMBERLAND HOLDINGS INC.
GW CUMBERLAND OP CO.
GW CUMBERLAND PROP CO.
PARX INTERACTIVE INC.**



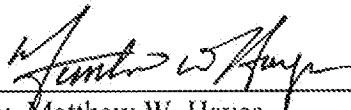
Name: Bryan E. Bartlett
Title: Treasurer

**BRANDYWINE TURF CLUB, INC.
CASINO OP CO.
GW NJ SPORTS INC.
NJ OP HOLDING CO.
PA REAL ESTATE HOLDING CO.**



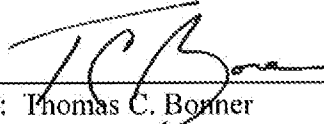
Name: Bryan E. Bartlett
Title: Secretary & Treasurer

**CASINO FOOD SERVICES, INC.
GREENWOOD GAMING SERVICES CO.
GREENWOOD TABLE GAMES SERVICES,
INC.**



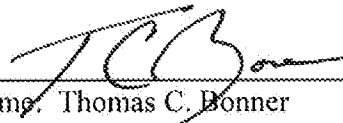
Name: Matthew W. Hayes
Title: Treasurer

CENTER CITY TURF CLUB, LLC



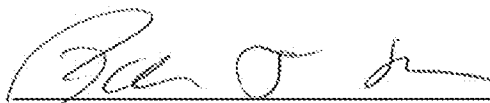
Name: Thomas C. Bonner
Title: Vice President & Secretary

**CITY OP HOLDING CO.
NORTHEAST PHILADELPHIA TURF CLUB,
INC.
BENSALEM PARK MAINTENANCE, LTD.**



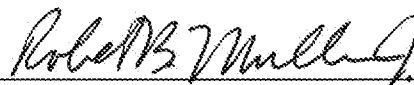
Name: Thomas C. Bonner
Title: President

**CITY TURF CLUB OP CO.
SOUTH PHILADELPHIA TURF CLUB, INC.**



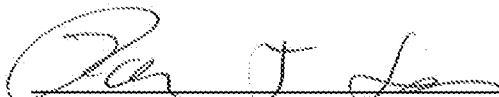
Name: Pablo F. Dishman
Title: Secretary & Treasurer

**KEYSTONE PARK SERVICES COMPANY
THOROUGHbred SERVICES, INC.
TURF CLUB OP CO.
VALLEY FORGE TURF CLUB, INC.**



Name: Robert B. Mulhern
Title: Secretary & Treasurer

KEYSTONE TURF CLUB, INC.



Name: Pablo F. Dishman
Title: President

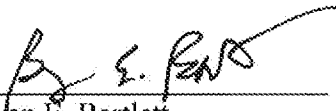
PA OP HOLDING CO.



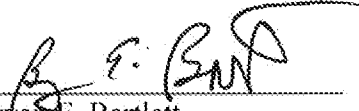
Name: Bryan E. Bartlett
Title: President

SOLELY FOR THE PURPOSE OF CONSENTING TO THE AMENDMENT AND RESTATEMENT OF THE EXISTING INTELLECTUAL PROPERTY SECURITY AGREEMENT (IN ITS CAPACITY AS A "GRANTOR" UNDER THE EXISTING INTELLECTUAL PROPERTY SECURITY AGREEMENT, BUT NOT AS A "GRANTOR" UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR OTHERWISE AS A PARTY HERETO):

**GREENWOOD CONDO HOLDINGS,
INC.**

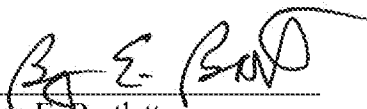
By: 
Name: Bryan E. Bartlett
Title: Treasurer

MARYLAND MEMBER INC.

By: 
Name: Bryan E. Bartlett
Title: President

MARYLAND CASINO HOLDING LLC

By: Maryland Member Inc., its sole member and manager

By: 
Name: Bryan E. Bartlett
Title: President

MARYLAND CASINO LLC

By: Maryland Casino Holding LLC, its sole member

By: Maryland Member Inc., its sole member and manager

By: 
Name: Bryan E. Bartlett
Title: President

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Lisa Berishaj
Title: Assistant Vice President

[Signature Page to Second Amended and Restated Intellectual Property Security Agreement]

SCHEDULE 1
to Second Amended and Restated Intellectual Property
Security Agreement

Owner	Trademarks/ Service Marks	Registered Date	Status	Registration No
Greenwood Racing Inc.	parxcasino	7/5/2011	Registered	3990542
Greenwood Gaming and Entertainment, Inc.	The Parkettes	9/18/2012	Registered	4208212
Greenwood Racing Inc.	parxracing	7/19/2011	Registered	3998652
Greenwood Racing Inc.	Parx Casino Big Stax Poker Series	6/30/2015	Registered	4762684
Greenwood Racing Inc.	Get Lucky In No Time	5/13/2014	Registered	4527890
Greenwood Racing Inc.	Parx online	9/6/2016	Registered	5037164
Greenwood Racing Inc.	Liberty Bell Gastropub Craft Beer Craft Food	7/2/2019	Registered	5795183
Greenwood Racing Inc.	PARXCASINO	7/13/2010	Registered	3819495

Owner	Fictitious Business Name	Registered Date	Status	Registration No
Greenwood Gaming and Entertainment, Inc.	Parx Casino	10/30/2009, as amended 6/28/2011	Active (Registered Pennsylvania Only)	3914421
Racetrack OP Co.	Parx Racing	10/30/2009, as amended 7/23/2018	Active (Registered Pennsylvania Only)	3914414
Casino OP Co.	Liberty Bell Gastropub	7/16/2018	Active (Registered Pennsylvania Only)	6744447
Casino OP Co.	Oliveto	7/16/2018	Active (Registered Pennsylvania Only)	6744446
Bensalem Racing Association, Inc. and Keystone Turf Club, Inc.	Phonebet.com	7/11/2018	Active (Registered Pennsylvania Only)	6741830