

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568624

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Empire Resorts, Inc.		03/23/2020	Corporation: DELAWARE
Empire Resorts Real Estate II, LLC		03/23/2020	Limited Liability Company: NEW YORK
Montreign Operating Company, LLC		03/23/2020	Limited Liability Company: NEW YORK
Monticello Raceway Management, Inc,		03/23/2020	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Bangkok Bank PCL, New York Branch
Street Address:	29 Broadway, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5008327	ME.
Registration Number:	5008326	MONTREIGN
Registration Number:	4998472	MONTREIGN
Registration Number:	4983432	MONTREIGN
Registration Number:	5008325	MONTREIGN
Registration Number:	5913512	DOS GATOS CANTINA
Registration Number:	5953566	DOS GATOS CANTINA AUTHENTIC MEXICAN CUIS
Registration Number:	5907723	24/7 BISTRO
Registration Number:	5482641	24/7 DINER
Registration Number:	5488008	DOUBLETOP BAR & GRILL
Registration Number:	5488145	DOUBLETOP BAR & GRILL EST. 2018
Registration Number:	5378161	UPPER DECK
Registration Number:	5374558	THE PRESS BOX

OP \$340.00 5008327

CORRESPONDENCE DATA**Fax Number:** 8009144240*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.***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
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/24/2020

Total Attachments: 8

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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):

- 1. Empire Resorts, Inc.
- 2. Empire Resorts Real Estate II, LLC
- 3. Montreign Operating Company, LLC
- 4. Monticello Raceway Management, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. Corp.-DE; 2. LLC-NY; 3. LLC-NY; 4. Corp.-NY

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 23, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bangkok Bank PCL, New York Branch

Street Address: 29 Broadway, 19th Floor

City: New York

State: NY

Country: USA Zip: 10006

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

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 A

B. Trademark Registration No.(s)
See Schedule A

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, Senior Paralegal

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:

13

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

March 23, 2020

Date

Elaine Carrera

Name of Person Signing

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

8

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

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 23, 2020, is made by (i) Empire Resorts, Inc., a Delaware corporation, (ii) Empire Resorts Real Estate II, LLC, a New York limited liability company, (iii) Montreign Operating Company, LLC, a New York limited liability company and (iv) Monticello Raceway Management, Inc., a New York corporation (each, a “Grantor” and collectively, the “Grantors”), in favor of Bangkok Bank PCL, New York Branch, as lender (the “Secured Party”), in connection with that certain bridge loan agreement, dated as of March 23, 2020, (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Bridge Loan Agreement”), among Empire Resorts, Inc., and Montreign Operating Company, LLC (collectively, the “Borrower”), the several lenders from time to time parties thereto and BNP Paribas, as the administrative agent (in such capacity, the “Administrative Agent”) and as collateral agent (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to the Bridge Loan Agreement, the Lenders have severally agreed to make loans to the Borrower, for the account of the Borrower and the Restricted Subsidiaries, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Bridge Loan Agreement, each Guarantor and any Subsidiaries that become a party thereto, have executed and delivered the Second Lien Security Agreement, dated as of March 23, 2020 in favor of the Secured Party (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Second Lien Security Agreement, each Grantor has granted to Secured Party, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, Collateral Agent and the Lenders to enter into the Bridge Loan Agreement and to induce the Lenders to make their respective Credit Extensions under the Bridge Loan Agreement to the Borrower, each Grantor hereby agrees with the Secured Party as follows:

1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Bridge Loan Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest. Each Grantor hereby grants to the Secured Party a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks (that are not Excluded Property), including those that are listed on Schedule A hereto, including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), as collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor’s “intent to use” such Trademarks will not be deemed to be Collateral unless and until an amendment to allege use or a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent to use Trademark application is converted to a “use in commerce” application to Section (1)(c) of the Lanham Act has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

The interest in the Collateral being granted hereunder shall not be construed as a present assignment, but rather as a security interest that provides the Secured Party such rights and remedies as are provided to holders of security interests under applicable law.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Bridge Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Bridge Loan Agreement or the Security Agreement, the terms of the Bridge Loan Agreement or Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, 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. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** The parties hereto agree that Sections 10.14 and 10.15 of the Bridge Loan Agreement are incorporated herein, mutatis mutandis, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


EMPIRE RESORTS, INC.,
as Grantor

By: 
Name: Robert DeSalvio
Title: President


EMPIRE RESORTS REAL ESTATE II, LLC,
as Grantor

By: 
Name: Robert DeSalvio
Title: President

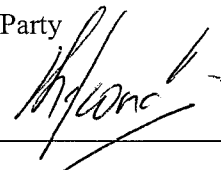
MONTREIGN OPERATING COMPANY,
LLC,
as Grantor

By: 
Name: Robert DeSalvio
Title: President

MONTICELLO RACEWAY MANAGEMENT,
INC.,
as Grantor



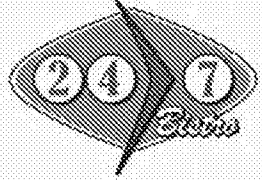
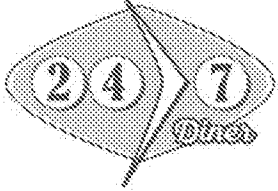

By: 
Name: Robert DeSalvio
Title: President

BANGKOK BANK PCL, NEW YORK
BRANCH,
as the Secured Party

By: 
Name: _____
Title: **Thitipong Prasertsilp**
VP&Branch Manager

SCHEDULE A

Trademark Registrations and Applications

Owner/Applicant	Mark	Registration Number/Application Number	Registration Date/Application Date	Country/State
Empire Resorts, Inc.		Registration Number: 5,008,327	Registration Date: 7/26/2016	USA
Empire Resorts, Inc.	MONTREIGN	Registration Number: 5,008,326	Registration Date: 7/26/2016	USA
Empire Resorts, Inc.	MONTREIGN	Registration Number: 4,998,472	Registration Date: 7/12/2016	USA
Empire Resorts, Inc.	MONTREIGN	Registration Number: 4,983,432	Registration Date: 6/21/2016	USA
Empire Resorts, Inc.	MONTREIGN	Registration Number: 5,008,325	Registration Date: 7/26/2016	USA
Empire Resorts Real Estate II, LLC	DOS GATOS CANTINA	Registration Number: 5,913,512	Registration Date: 11/19/2019	USA
Empire Resorts Real Estate II, LLC		Registration Number: 5,953,566	Registration Date: 1/7/2020	USA
Montreign Operating Company, LLC		Registration Number: 5,907,723	Registration Date: 11/12/2019	USA
Montreign Operating Company, LLC		Registration Number: 5,482,641	Registration Date: 5/29/2018	USA
Montreign Operating Company, LLC	DOUBLETOP BAR & GRILL	Registration Number: 5,488,008	Registration Date: 6/5/2018	USA
Montreign Operating Company, LLC		Registration Number: 5,488,145	Registration Date: 6/5/2018	USA

Monticello Raceway Management, Inc.	UPPER DECK	Registration Number: 5,378,161	Registration Date: 1/16/2018	USA
Monticello Raceway Management, Inc.	THE PRESS BOX	Registration Number: 5,374,558	Registration Date: 1/9/2018	USA