

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natchez Casino OpCo, LLC		10/21/2020	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	MBC Funding LLC, as Administrative Agent		
Street Address:	9 West 57th Street, 40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4428106	MAGNOLIA BLUFFS CASINO	
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:	054389-0007		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/22/2020		
Total Attachments: 5			
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OP \$40.00 4428106

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 21, 2020 (this "Agreement"), made by Natchez Casino OpCo, LLC, a Mississippi limited liability company (the "Pledgor"), in favor of MBC Funding LLC, as Administrative Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of October 21, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Collateral Agreement"), among CASINO HOLDING INVESTMENT PARTNERS, LLC, a Delaware limited liability company ("Parent"), the Pledgor, NATCHEZ HOTEL OPCO, LLC, a Mississippi limited liability company ("Hotel Opco," and together with Parent and Pledgor, each a "Borrower" and, collectively, "Borrowers"), the Subsidiaries of the Borrowers party thereto and MBC FUNDING LLC, as administrative agent (together with its successors and permitted assigns in such capacity, the "Administrative Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations when due (whether at stated maturity, upon required prepayment, demand, acceleration or otherwise), each Pledgor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title, and interest in or to any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

- (i) all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment, and grant of security interest will not cover any Excluded Property.

SECTION 3. *Collateral Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed signature page to this Agreement by facsimile


or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. *Governing Law.* THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NATCHEZ CASINO OPKO, LLC

By:  _____
Name: Kevin Preston
Title: President

MBC FUNDING LLC,
as Administrative Agent

By:  _____
Name: Steven Orbuch
Title: President

Schedule I

Mark
MAGNOLIA BLUFFS CASINO

Reg. Date
11/5/2013

Reg. No.
4428106

Schedule I

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RECORDED: 10/22/2020

**TRADEMARK
REEL: 007083 FRAME: 0678**