

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604744

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Colonial Downs Group, LLC		10/23/2020	Limited Liability Company: DELAWARE
SCE Parnters, LLC		10/23/2020	Limited Liability Company: IOWA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2347738	
Registration Number:	2197807	COLONIAL DOWNS
Registration Number:	6067414	COLONIAL DOWNS RACETRACK
Registration Number:	5863934	ROSIE'S GAMING EMPORIUM
Registration Number:	5863933	ROSIE'S GAMING EMPORIUM 777
Registration Number:	5893232	VA-HORSEPLAY
Registration Number:	6172243	VIRGINIA DERBY
Registration Number:	6172244	VIRGINIA OAKS
Registration Number:	4704299	MAIN + ABBEY

CORRESPONDENCE DATA

Fax Number:

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: 2128192511
 Email: iprecordations@whitecase.com
 Correspondent Name: Kate Andes
 Address Line 1: 1221 Avenue of the Americas

TRADEMARK

Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	1111002-0277-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	10/23/2020
Total Attachments: 6 source=Peninsula - IP Security Agreement Executed#page1.tif source=Peninsula - IP Security Agreement Executed#page2.tif source=Peninsula - IP Security Agreement Executed#page3.tif source=Peninsula - IP Security Agreement Executed#page4.tif source=Peninsula - IP Security Agreement Executed#page5.tif source=Peninsula - IP Security Agreement Executed#page6.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of October 23, 2020 by and from COLONIAL DOWNS GROUP, LLC, a Delaware limited liability company ("CDG"), and SCE PARTNERS, LLC, an Iowa limited liability company ("SCE" and, together with CDG, the "Grantors"), to and in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Peninsula Pacific Entertainment, LLC, a Delaware limited liability company, as the borrower ("Borrower"), the Grantors, as subsidiary guarantors, certain other Subsidiaries of Borrower, as subsidiary guarantors, Grantee, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, the Lenders and certain other financial institutions have entered into that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Borrower, the Grantors, certain other Subsidiaries of Borrower and Grantee have entered into that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantors own the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office (the "USPTO").

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made by each Grantor to Grantee on behalf of the Secured Parties to secure the satisfactory performance and payment when due of all the Secured Obligations (as defined in the Security Agreement). Upon Payment in Full of the Secured Obligations, Grantee shall promptly execute, acknowledge and deliver to the Grantors, all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) In order to secure the payment and performance when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Secured Obligations (as defined in the Security Agreement), the Grantors hereby grant to Grantee for the benefit of the Secured Parties a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same; *provided, however*, that notwithstanding anything to the contrary in this Confirmatory Grant, the lien and security interest created by this Confirmatory Grant shall not attach to any Excluded Property (as defined in the Security Agreement).

3) Interpretation. This Confirmatory Grant and any claims, controversies, disputes, or causes of action (whether arising under contract law, tort law or otherwise) based upon or relating to this Confirmatory Grant shall be governed by, and construed in accordance with, the law of the State of New York without giving effect to any choice of law principles that would apply the law of another jurisdiction. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

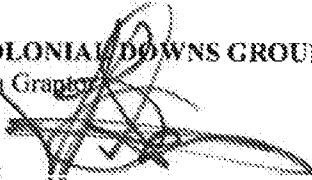
4) Recordation. The parties authorize the directors of the USPTO to record this Confirmatory Grant.

5) E-Signatures. Any signature to this Confirmatory Grant may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Confirmatory Grant.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Grant effective as of the date first written above.

COLONIAL DOWNS GROUP, LLC,
as a Grantor

By: 
Name: M. Brent Stevens
Title: Chief Executive Officer

SCE PARTNERS, LLC,
as a Grantee

By: 
Name: M. Brent Stevens
Title: Chief Executive Officer

[Signature Page to Confirmatory Grant of Intellectual Property]

**CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,**
as Grantee

By: _____
Name: Whitney Gaston
Title: Authorized Signatory

By: _____
Name: Andrew Griffin
Title: Authorized Signatory

Exhibit A

SCHEDULE OF U.S. TRADEMARKS

Trademark	Database	Status	Application Number Filing Date	Registration Number Registration Date	Owner
<p>CD</p> 	Federal	Registered.	75979101 05-MAR-1997	2347738 02-MAY-2000	Colonial Downs Group, LLC
<p>COLONIAL DOWNS</p>	Federal	Registered.	75333651 31-JUL-1997	2197807 20-OCT-1998	Colonial Downs Group, LLC
<p>COLONIAL DOWNS RACETRACK</p> 	Federal	Registered.	88652679 13-OCT-2019	6067414 02-JUN-2020	Colonial Downs Group, LLC
<p>ROSIE'S GAMING EMPORIUM</p>	Federal	Registered.	87950436 06-JUN-2018	5863934 17-SEP-2019	Colonial Downs Group, LLC
<p>ROSIE'S GAMING EMPORIUM 777</p> 	Federal	Registered.	87950424 06-JUN-2018	5863933 17-SEP-2019	Colonial Downs Group, LLC

Trademark	Database	Status	Application Number Filing Date	Registration Number Registration Date	Owner
VA-HORSEPLAY	Federal	Registered.	88300155 13-FEB-2019	5893232 22-OCT-2019	Colonial Downs Group, LLC
VIRGINIA DERBY	Federal	Registered; Section 2(F).	87950444 06-JUN-2018	6172243 13-OCT-2020	Colonial Downs Group, LLC
VIRGINIA OAKS	Federal	Registered; Section 2(F).	87950459 06-JUN-2018	6172244 13-OCT-2020	Colonial Downs Group, LLC
MAIN + ABBEY	Federal	Registered.	85835670 29-JAN-2013	4704299 17-MAR-2015	SCE Partners, LLC