

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606964

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Detroit Entertainment, L.L.C.		11/04/2020	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	222 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10038		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3669776	MOTORCITY CASINO HOTEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	039948-0017		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	11/05/2020		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 4, 2020, is made by DETROIT ENTERTAINMENT, L.L.C. (the "Grantor") in favor of and for the benefit of BANK OF AMERICA, N.A., as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the benefit of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of November 4, 2020 (as it may be amended, extended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among CCM Merger Inc., a Michigan corporation (the "Borrower"), the Subsidiaries of the Borrower parties thereto as grantors and Bank of America, N.A., in its capacity as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the benefit of the Secured Parties, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office ("USPTO").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement or the Credit Agreement referred to therein, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations when due (whether on a specified payment date, at stated maturity, by acceleration or otherwise (including, without limitation, the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or any similar law)), the Grantor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Administrative Agent, for the benefit of the Secured Parties, and pursuant to the Security Agreement did, and hereby does, grant to the Administrative Agent, for the benefit of the Secured Parties a first priority security interest and Lien in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the following (collectively, the "IP Collateral"): all Trademarks, including those listed on Schedule I hereto.

Notwithstanding the foregoing, "IP Collateral" shall not include any Excluded Property, including any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity

or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. No Present Assignment. Neither this Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the IP Collateral. Subject to the rights and security interest of the Administrative Agent, it is the intention of the parties hereto that the Grantor continue to own the IP Collateral.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent for the benefit of the Secured Parties in the IP Collateral with the USPTO and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the IP Collateral granted hereby are more fully set forth in 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.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Recordation. The Grantor hereby requests and authorizes the USPTO to record this Agreement against the IP Collateral.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9. Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK EXCEPT WITH RESPECT TO GAMING LAWS, WHICH SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.

*[Remainder of page intentionally left blank.]*

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.

DETROIT ENTERTAINMENT, L.L.C.,  
as Grantor

By: 

Name: Bruce Dall

Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007097 FRAME: 0420**

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

By: Michele Gordon  
Name: Michele Gordon  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007097 FRAME: 0421**

SCHEDULE I  
TRADEMARKS

Grantor	Trademark/Service Mark	Jurisdiction	Registration or Application Number	Registration/ Application Date	Services	Status
Detroit Entertainment, L.L.C.	MotorCity Casino Hotel	United States	3,669,776	August 18, 2009	Only "casino services" as listed in Class 41	Registered