

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affinity Gaming		12/30/2020	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Serial Number:	88179614	PRIMM VALLEY	
Serial Number:	86172482	FRONTIER CASINO	
Serial Number:	86172464	MARK TWAIN CASINO	
Serial Number:	86172478	ST. JO FRONTIER CASINO	
Serial Number:	86172487	A-PLAY CONNECT	
Serial Number:	86172511	A CONNECT	
Serial Number:	86058182	A-PLAY	
Serial Number:	86058176	A-PLAY	
Serial Number:	86058185	A-PLAY	
Serial Number:	86058170	A-PLAY	
Serial Number:	85909664	SILVER SEVENS	
Serial Number:	85909611	SILVER SEVENS	
Serial Number:	85600535	AFFINITY GAMING A-PLAY CLUB	
Serial Number:	85600628	WHISKEY PETE'S HOTEL & CASINO	
Serial Number:	85600575	AFFINITY GAMING	
Serial Number:	85600605	BUFFALO BILL'S RESORT & CASINO	
Serial Number:	85600615	PRIMM VALLEY RESORT & CASINO	
Serial Number:	85600611	PRIMM VALLEY RESORT & CASINO	
Serial Number:	85600587	BUFFALO BILL'S RESORT & CASINO	

OP \$1465.00 88179614

Property Type	Number	Word Mark
Serial Number:	85600526	AFFINITY GAMING A PLAY CLUB
Serial Number:	85600559	AFFINITY GAMING
Serial Number:	85600643	PRIMM VALLEY RESORT & CASINO
Serial Number:	85600624	WHISKEY PETE'S HOTEL & CASINO
Serial Number:	85600591	BUFFALO BILL'S RESORT & CASINO
Serial Number:	85600621	WHISKEY PETE'S HOTEL & CASINO
Serial Number:	85600613	PRIMM VALLEY RESORT & CASINO
Serial Number:	85504372	AFFINITY GAMING
Serial Number:	85504376	A-PLAY
Serial Number:	85440237	A-PLAY CLUB
Serial Number:	85440245	A-PLAY CLUB
Serial Number:	85328053	AFFINITY GAMING
Serial Number:	85328054	AFFINITY GAMING
Serial Number:	77627807	RAIL CITY ALE HOUSE
Serial Number:	77403729	DESPERADO
Serial Number:	78458109	PRIMM CENTER
Serial Number:	78458119	PRIMM VALLEY LOTTO STORE
Serial Number:	78458128	PRIMM VALLEY LOTTO STORE
Serial Number:	76572212	PRIMM VALLEY CASINO RESORTS BUFFALO BILL
Serial Number:	76572213	PRIMM VALLEY CASINO RESORTS BUFFALO BILL
Serial Number:	76305179	PRIMM VALLEY
Serial Number:	76293601	PRIMM VALLEY RESORT & CASINO
Serial Number:	76293602	PRIMM VALLEY RESORT & CASINO
Serial Number:	76293604	PRIMM VALLEY RESORT & CASINO
Serial Number:	76293603	PRIMM VALLEY RESORT & CASINO
Serial Number:	76258727	BUFFALO BILL'S RESORT & CASINO
Serial Number:	76258670	WHISKEY PETE'S HOTEL CASINO
Serial Number:	76258671	WHISKEY PETE'S HOTEL & CASINO
Serial Number:	76258726	WHISKEY PETE'S HOTEL & CASINO
Serial Number:	76258725	WHISKEY PETE'S HOTEL & CASINO
Serial Number:	75055794	RAIL CITY
Serial Number:	75055795	RAIL CITY
Serial Number:	75055796	RAIL CITY
Serial Number:	75018372	DESPERADO
Serial Number:	75018549	WHISKEY PETE'S HOTEL CASINO
Serial Number:	74672484	WHISKEY PETE'S
Serial Number:	74613223	STAR OF THE DESERT ARENA
Serial Number:	74437044	BUFFALO BILL'S RESORT & CASINO

Property Type	Number	Word Mark
Serial Number:	74086921	WHISKEY PETE'S

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: 12/30/2020

Total Attachments: 10

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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), effective as of December 30, 2020, is made by Affinity Gaming, a Nevada corporation (the “Grantor”), in favor of Goldman Sachs Bank USA (“GS”), as Collateral Agent (the “Agent”) for the Secured Parties (as defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of the date hereof, by and among the Grantor, Affinity Gaming Owner, L.L.C., a Delaware limited liability company, GS, as administrative agent and Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, 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 provided by reference in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and Lien on all of the right, title and interest of the Grantor in all of the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the 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 Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The

Guarantee and Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral 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 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart hereof.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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.


AFFINITY GAMING,
as the Grantor

By:  _____
Name: Andrei Scriver
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007150 FRAME: 0006




GOLDMAN SACHS BANK USA,
as the Agent

By: 
Name: Thomas Manning
Title: Authorized Signatory

SCHEDULE A







Trademark Registrations and Applications



Trademarks:

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
PRIMM VALLEY	88179614 02-NOV-2018	5866039 24-SEP-2019	AFFINITY GAMING	Registered Partial Section 2(F)
FRONTIER CASINO	86172482 22-JAN-2014	4627685 28-OCT-2014	AFFINITY GAMING	Registered
MARK TWAIN CASINO	86172464 22-JAN-2014	4627684 28-OCT-2014	AFFINITY GAMING	Registered
ST. JO FRONTIER CASINO	86172478 22-JAN-2014	4631348 04-NOV-2014	AFFINITY GAMING	Registered
A-PLAY CONNECT	86172487 22-JAN-2014	4829719 13-OCT-2015	AFFINITY GAMING	Registered
A CONNECT 	86172511 22-JAN-2014	4829720 13-OCT-2015	AFFINITY GAMING	Registered
A-PLAY	86058182 06-SEP-2013	4646313 25-NOV-2014	AFFINITY GAMING	Registered
A-PLAY	86058176 06-SEP-2013	4969128 31-MAY-2016	AFFINITY GAMING	Registered
A-PLAY	86058185 06-SEP-2013	4765136 30-JUN-2015	AFFINITY GAMING	Registered
A-PLAY	86058170 06-SEP-2013	4765135 30-JUN-2015	AFFINITY GAMING	Registered
SILVER SEVENS	85909664 19-APR-2013	4576947 29-JUL-2014	AFFINITY GAMING	Registered
SILVER SEVENS	85909611 19-APR-2013	4801839 01-SEP-2015	AFFINITY GAMING	Registered
AFFINITY GAMING A-PLAY CLUB 	85600535 17-APR-2012	4263765 25-DEC-2012	AFFINITY GAMING	Registered
WHISKEY PETE'S HOTEL & CASINO 	85600628 17-APR-2012	4498658 18-MAR-2014	AFFINITY GAMING	Registered
AFFINITY GAMING	85600575 17-APR-2012	4263766 25-DEC-2012	AFFINITY GAMING	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
				
BUFFALO BILL'S RESORT & CASINO 	85600605 17-APR-2012	4267505 01-JAN-2013	AFFINITY GAMING	Registered
PRIMM VALLEY RESORT & CASINO 	85600615 17-APR-2012	4267506 01-JAN-2013	AFFINITY GAMING	Registered
PRIMM VALLEY RESORT & CASINO 	85600611 17-APR-2012	4653245 09-DEC-2014	AFFINITY GAMING	Registered
BUFFALO BILL'S RESORT & CASINO 	85600587 17-APR-2012	4653244 09-DEC-2014	AFFINITY GAMING	Registered
AFFINITY GAMING A PLAY CLUB 	85600526 17-APR-2012	4263764 25-DEC-2012	AFFINITY GAMING	Registered
AFFINITY GAMING 	85600559 17-APR-2012	4281915 29-JAN-2013	AFFINITY GAMING	Registered
PRIMM VALLEY RESORT & CASINO 	85600643 17-APR-2012	4263767 25-DEC-2012	AFFINITY GAMING	Registered
WHISKEY PETE'S HOTEL & CASINO 	85600624 17-APR-2012	4576343 29-JUL-2014	AFFINITY GAMING	Registered
BUFFALO BILL'S RESORT & CASINO	85600591 17-APR-2012	4281916 29-JAN-2013	AFFINITY GAMING	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
				
WHISKEY PETE'S HOTEL & CASINO 	85600621 17-APR-2012	4727963 28-APR-2015	AFFINITY GAMING	Registered
PRIMM VALLEY RESORT & CASINO 	85600613 17-APR-2012	4281917 29-JAN-2013	AFFINITY GAMING	Registered
AFFINITY GAMING	85504372 27-DEC-2011	4560678 01-JUL-2014	AFFINITY GAMING	Registered
A-PLAY	85504376 27-DEC-2011	4560679 01-JUL-2014	AFFINITY GAMING	Registered
A-PLAY CLUB	85440237 05-OCT-2011	4153626 05-JUN-2012	AFFINITY GAMING	Registered
A-PLAY CLUB	85440245 05-OCT-2011	4153627 05-JUN-2012	AFFINITY GAMING	Registered
AFFINITY GAMING	85328053 23-MAY-2011	4117625 27-MAR-2012	AFFINITY GAMING	Registered
AFFINITY GAMING	85328054 23-MAY-2011	4191720 14-AUG-2012	AFFINITY GAMING	Registered
RAIL CITY ALE HOUSE 	77627807 05-DEC-2008	3678981 08-SEP-2009	AFFINITY GAMING	Registered
DESPERADO	77403729 22-FEB-2008	3508024 30-SEP-2008	AFFINITY GAMING	Registered
PRIMM CENTER	78458109 28-JUL-2004	2930995 08-MAR-2005	AFFINITY GAMING	Renewed (Registered)
PRIMM VALLEY LOTTO STORE	78458119 28-JUL-2004	2930996 08-MAR-2005	AFFINITY GAMING	Renewed (Registered)
PRIMM VALLEY LOTTO STORE	78458128 28-JUL-2004	2930997 08-MAR-2005	AFFINITY GAMING	Renewed (Registered)
PRIMM VALLEY CASINO RESORTS BUFFALO BILL'S PRIMM VALLEY WHISKEY PETE'S	76572212 23-JAN-2004	3761941 23-MAR-2010	AFFINITY GAMING	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
				
PRIMM VALLEY CASINO RESORTS BUFFALO BILL'S PRIMM VALLEY WHISKEY PETE'S 	76572213 23-JAN-2004	3753480 02-MAR-2010	AFFINITY GAMING	Registered
PRIMM VALLEY	76305179 23-AUG-2001	2642418 29-OCT-2002	AFFINITY GAMING	Renewed (Registered)
PRIMM VALLEY RESORT & CASINO	76293601 01-AUG-2001	2578383 11-JUN-2002	AFFINITY GAMING	Renewed (Registered)
PRIMM VALLEY RESORT & CASINO	76293602 01-AUG-2001	2591370 09-JUL-2002	AFFINITY GAMING	Renewed (Registered)
PRIMM VALLEY RESORT & CASINO 	76293604 01-AUG-2001	2585159 25-JUN-2002	AFFINITY GAMING	Renewed (Registered)
PRIMM VALLEY RESORT & CASINO 	76293603 01-AUG-2001	2582010 18-JUN-2002	AFFINITY GAMING	Renewed (Registered)
BUFFALO BILL'S RESORT & CASINO	76258727 16-MAY-2001	3270691 31-JUL-2007	AFFINITY GAMING	Registered
WHISKEY PETE'S HOTEL CASINO 	76258670 16-MAY-2001	2604325 06-AUG-2002	AFFINITY GAMING	Renewed (Registered)
WHISKEY PETE'S HOTEL & CASINO 	76258671 16-MAY-2001	2569904 14-MAY-2002	AFFINITY GAMING	Renewed (Registered)
WHISKEY PETE'S HOTEL & CASINO	76258726 16-MAY-2001	2569905 14-MAY-2002	AFFINITY GAMING	Renewed (Registered)

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
WHISKEY PETE'S HOTEL & CASINO	76258725 16-MAY-2001	2573440 28-MAY-2002	AFFINITY GAMING	Renewed (Registered)
RAIL CITY	75055794 09-FEB-1996	2124253 23-DEC-1997	AFFINITY GAMING	Renewed (Registered)
RAIL CITY	75055795 09-FEB-1996	2124254 23-DEC-1997	AFFINITY GAMING	Renewed (Registered)
RAIL CITY	75055796 09-FEB-1996	2126132 30-DEC-1997	AFFINITY GAMING	Renewed (Registered)
DESPERADO 	75018372 13-NOV-1995	2006265 08-OCT-1996	AFFINITY GAMING	Renewed (Registered)
WHISKEY PETE'S HOTEL CASINO 	75018549 13-NOV-1995	2068679 10-JUN-1997	AFFINITY GAMING	Renewed (Registered)
WHISKEY PETE'S	74672484 02-MAY-1995	1959074 27-FEB-1996	AFFINITY GAMING	Renewed (Registered)
STAR OF THE DESERT ARENA	74613223 19-DEC-1994	2012596 29-OCT-1996	AFFINITY GAMING	Renewed (Registered)
BUFFALO BILL'S RESORT & CASINO	74437044 17-SEP-1993	1874879 17-JAN-1995	AFFINITY GAMING	Renewed (Registered)
WHISKEY PETE'S	74086921 13-AUG-1990	1673710 28-JAN-1992	AFFINITY GAMING	Renewed (Registered)
LAKESIDE HOTEL CASINO		472205 27-JAN-2014	AFFINITY GAMING	Registered (IA) State Trademark
LAKESIDE HOTEL CASINO		472206 27-JAN-2014	AFFINITY GAMING	Registered (IA) State Trademark