# CH \$290.00 32501

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM624594

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CAPITAL ONE		02/02/2018	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	FULL HOUSE RESORTS, INC.
Street Address:	One Summerlin, 1980 Festival Plaza Drive
Internal Address:	Suite 680
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89135
Entity Type:	Corporation: DELAWARE
Name:	GAMING ENTERTAINMENT
Street Address:	One Summerlin, 1980 Festival Plaza Drive
Internal Address:	Suite 680
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89135
Entity Type:	Limited Liability Company: NEVADA
Name:	GAMING ENTERTAINMENT (INDIANA)
Street Address:	One Summerlin, 1980 Festival Plaza Drive
Internal Address:	Suite 680
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89135
Entity Type:	Limited Liability Company: NEVADA

# **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3250177	FULL HOUSE RESORTS
Registration Number:	3680085	FULL HOUSE RESORT AND CASINO
Registration Number:	3250160	FULL HOUSE RESORTS
Serial Number:	85214677	RISING STAR CASINO · RESORT
IRADEMIARK		

900595311 REEL: 007181 FRAME: 0190

Property Type	Number	Word Mark
Serial Number:	85214387	RISING STAR CASINO RESORT
Serial Number:	85091689	RISING SUN CASINO RESORT
Serial Number:	85091706	RISING SUN CASINO AND RESORT
Serial Number:	85091710	RISING SUN RESORT
Serial Number:	85091714	RISING SUN CASINO
Serial Number:	85091717	RISING SUN CASINO HOTEL
Serial Number:	85091724	RISING SUN CASINO HOTEL AND RESORT

### CORRESPONDENCE DATA

**Fax Number:** 3032231111

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:** 3032231100

Email: DNTrademarkDocket@bhfs.com

Correspondent Name: Andrea M. LaFrance

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Andrea M. LaFrance
SIGNATURE: /Andrea M. LaFrance/	
DATE SIGNED:	02/04/2021

### **Total Attachments: 4**

source=19B - Full House - 1st Lien Release of Trademark Security Agreement (2012) [Executed]#page1.tif source=19B - Full House - 1st Lien Release of Trademark Security Agreement (2012) [Executed]#page2.tif source=19B - Full House - 1st Lien Release of Trademark Security Agreement (2012) [Executed]#page3.tif source=19B - Full House - 1st Lien Release of Trademark Security Agreement (2012) [Executed]#page4.tif

### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 2, 2018 (this "Release"), by CAPITAL ONE, NATIONAL ASSOCIATION.

### WITNESSETH:

WHEREAS, FULL HOUSE RESORTS, INC., a Delaware corporation (the "<u>Grantor</u>"), granted to CAPITAL ONE, NATIONAL ASSOCIATION, as administrative agent and collateral trustee for the Secured Parties (in such capacities, the "<u>Agent</u>"), a security interest in certain Trademark Collateral (as defined below) as security for certain obligations owing by the Grantor to the Agent;

WHEREAS, (i) the Grantor and the Agent were party to that certain Credit Agreement, dated as of June 29, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Agent and the lenders party thereto from time to time, (ii) the Grantor, its Subsidiaries and the Agent were party to that certain First Lien Security Agreement, dated as of October 1, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), among the Grantor, the other grantors party thereto from time to time and the Agent, and (iii) the Grantors and the Agent were party to that certain First Lien Trademarks Security Agreement, dated as of October 1, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time the "Trademarks Security Agreement");

WHEREAS, the Trademarks Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 1, 2012, at Reel 4870 and Frame 0176; and

WHEREAS, the Grantor has satisfied and fulfilled all of its obligations to release the Agent's security interest in the Trademarks and the Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

- 1. The Agent hereby terminates, releases and discharges the Trademarks Security Agreement and the Agent's security interest in all of the Grantor's right, title and interest in and to the Trademarks, including the Trademarks listed on Schedules A and B annexed hereto, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Trademark <u>Collateral</u>").
- 2. The Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Agent, any and all of the Agent's right, title and interest in and to the Trademark Collateral.
- 3. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary or reasonably

requested by the Grantor to effect the release and reassignment of the security interest contemplated hereby.

- 4. The Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Release.
- 5. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

CAPITAL ONE, NATIONAL ASSOCIATION

By: Nowa Boxov

Name: Nowa Boxov

Title: Oxak Offices

# SCHEDULE A

<u>Mark</u>	Registration No.
FULL HOUSE	3,250,177
RESORTS & Design	
FULL HOUSE	3,680,085
RESORT AND	
CASINO	
FULL HOUSE	3,250,160
RESORTS	

# SCHEDULE B

<u>Mark</u>	<b>Application</b>	Filing Date	Company
	<u>No.</u>		
RISING STAR	85/214,677	1-11-2011	Full House
CASINO			Resorts, Inc.
RESORT &			
DESIGN			
RISING STAR	85/214,387	1-10-2011	Full House
CASINO AND			Resorts, Inc.
RESORT			
RISING SUN	85/091,689	7-23-2010	Full House
CASINO			Resorts, Inc.
RESORT			
RISING SUN	85/091,706	7-23-2010	Full House
CASINO AND			Resorts, Inc.
RESORT			
RISING SUN	85/091,710	7-23-2010	Full House
RESORT			Resorts, Inc.
RISING SUN	85/091,714	7-23-2010	Full House
CASINO			Resorts, Inc.
RISING SUN	85/091,717	7-23-2010	Full House
CASINO			Resorts, Inc.
HOTEL			
RISING SUN	85/091,724	7-23-2010	Full House
CASINO			Resorts, Inc.
HOTEL AND			
RESORT			

**RECORDED: 02/04/2021**