

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626592

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Twin River Management Group, Inc.		02/16/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Citizens Bank, N.A., as Collateral Agent
<b>Street Address:</b>	28 State Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	national association: UNITED STATES

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1909427	BALLY
Registration Number:	1552562	BALLY
Registration Number:	505218	BALLY
Registration Number:	2377709	BALLY
Registration Number:	1646697	BALLY
Registration Number:	1012119	BALLY
Registration Number:	1515843	BALLY'S
Registration Number:	1523910	BALLY'S
Registration Number:	1955699	BALLY'S SALOON & GAMBLING HALL
Registration Number:	2048291	BALLY'S
Registration Number:	4105646	CENTER OF THE ACTION

## CORRESPONDENCE DATA

Fax Number: 2138918763

*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.*

Email: rhonda.deleon@lw.com

Correspondent Name: Latham &amp; Watkins LLP

Address Line 1: 355 South Grand Avenue

OP \$290.00 1909427

**Address Line 4:** Los Angeles, CALIFORNIA 90071-1560

**ATTORNEY DOCKET NUMBER:** 057367-0016

**NAME OF SUBMITTER:** Rhonda DeLeon

**SIGNATURE:** /Rhonda DeLeon/

**DATE SIGNED:** 02/16/2021

**Total Attachments: 6**

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**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 February 16, 2021 by and from Twin River Management Group, Inc., a Delaware corporation (the "Grantor"), to and in favor of CITIZENS BANK, N.A., as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Bally's Corporation, a Delaware corporation (f/k/a Twin River Worldwide Holdings, Inc.) ("Borrower"), the Grantor, certain Subsidiaries of Borrower party thereto, Grantee, Citizens Bank, N.A., as Administrative Agent, the Lenders and certain other financial institutions have entered into that certain Credit Agreement, dated as of May 10, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Borrower, the Grantor, certain Subsidiaries of Borrower and Grantee have entered into that certain Security Agreement, dated as of May 10, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns 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 the 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 Grantor, 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 Grantor hereby grants to Grantee for the benefit of the Secured Parties a lien on and security interest in (1) all of the Grantor's 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 Grantor, 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.

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.

[Signature Pages Follow]

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

**TWIN RIVER MANAGEMENT GROUP,  
INC.,**  
as a Grantor

By: 

Name: Craig L. Eaton

Title: Executive Vice President, General  
Counsel and Secretary

CITIZENS BANK, N.A.,  
as Grantee

By:   
Name: SEAN MCWHINNIE  
Title: DIRECTOR

[Signature Page to Confirmatory Grant of Intellectual Property]

TRADEMARK  
REEL: 007194 FRAME: 0237

Exhibit A

SCHEDULE OF U.S. TRADEMARKS

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
Bally	U.S. Federal	Registered	74/155686 09-Apr-1991	1909427 01-Aug-1995	Twin River Management Group, Inc.
Bally	U.S. Federal	Registered	73/687446 02-Oct-1987	1552562 22-Aug-1989	Twin River Management Group, Inc.
<i>Bally</i>	U.S. Federal	Registered	71/532200 23-Aug-1947	0505218 28-Dec-1948	Twin River Management Group, Inc.
<i>Bally</i>	U.S. Federal	Registered	75/823120 14-Oct-1999	2377709 15-Aug-2000	Twin River Management Group, Inc.
<i>Bally</i>	U.S. Federal	Registered	74/063579 29-May-1990	1646697 04-Jun-1991	Twin River Management Group, Inc.
<i>Bally</i>	U.S. Federal	Registered	73/024101 13-Jun-1974	1012119 03-Jun-1975	Twin River Management Group, Inc.
Bally's	U.S. Federal	Registered	73/666811 12-Jun-1987	1515843 06-Dec-1988	Twin River Management Group, Inc.

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
Bally's	U.S. Federal	Registered	73/666822 15-Jun-1987	1523910 07-Feb-1989	Twin River Management Group, Inc.
<b>BALLY'S</b>	U.S. Federal	Registered	74/538625 16-Jun-1994	1955699 13-Feb-1996	Twin River Management Group, Inc.
<b>BALLY'S</b>	U.S. Federal	Registered	74/711619 07-Aug-1995	2048291 25-Mar-1997	Twin River Management Group, Inc.
Center of the Action (Block)	U.S. Federal	Registered	85/385846 01-Aug-2011	4105646 28-Feb-2012	Twin River Management Group, Inc.

Ex. A-2

NAI-1515029662v3

RECORDED: 02/16/2021

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