

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640770

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
LAGO RESORT & CASINO, LLC		04/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	ONE MADISON AVENUE, 2ND FLOOR		
Internal Address:	ATTN: LOAN OPERATIONS - BOUTIQUE MANAGEMENT		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5306953	DEL LAGO	
Registration Number:	5197056	DEL LAGO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	055568-0012		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	04/20/2021		
Total Attachments: 5			

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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 April 20, 2021 by and from LAGO RESORT & CASINO, LLC, a Delaware limited liability company (the "Grantor"), 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"), certain Subsidiaries of Borrower, as subsidiary guarantors, Grantee, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent (in such capacity, "Administrative Agent"), the Lenders and certain other financial institutions have entered into that certain Credit Agreement, dated as of October 23, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Borrower, the Grantor and Administrative Agent have entered into that certain Joinder Agreement, dated as of the date hereof (pursuant to which the Grantor has become party to the Credit Agreement as a subsidiary guarantor thereunder.

WHEREAS, Borrower, certain Subsidiaries of Borrower and Grantee have entered into that certain Security Agreement, dated as of October 23, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, including by the Security Agreement Joinder (as defined below) the "Security Agreement").

WHEREAS, Borrower, the Grantor and Grantee have entered into that certain Joinder Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement Joinder") pursuant to which the Grantor has become party to the Security Agreement as a grantor thereunder.

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; 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.

LAGO RESORT & CASINO, LLC,
as the Grantor

By: 

Name: M. Brent Stevens

Title: Chief Executive Officer

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

By: 

Name: Whitney Gaston

Title: Authorized Signatory

By: 

Name: Komal Shah

Title: Authorized Signatory

Exhibit A

SCHEDULE OF U.S. TRADEMARKS

Trademark	Database	Status	Application Number Filing Date	Registration Number Registration Date	Owner
DEL LAGO	Federal	Registered.	86571416 05-MAR-2015	5306953 10-OCT-2017	Lago Resort & Casino, LLC
DEL LAGO	Federal	Registered.	86981818 20-MAR-2015	5197056 02-MAY-2017	Lago Resort & Casino,, LLC