

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDWEST GAMING & ENTERTAINMENT, LLC		04/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	60 LIVINGSTON AVE.		
City:	SAINT PAUL		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4246459	CUBE	
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:	042541-73		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	04/27/2021		
Total Attachments: 5			
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OP \$40.00 4246459

GRANT OF TRADEMARK SECURITY INTEREST

This GRANT OF TRADEMARK SECURITY INTEREST, dated as of April 26, 2021 (this “**Agreement**”), is made by MIDWEST GAMING & ENTERTAINMENT, LLC, (“**Grantor**”), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral trustee under the Collateral Trust Agreement for the benefit of the Secured Parties pursuant to the Collateral Trust Agreement (together with its successors and assigns in such capacity, the “**Collateral Trustee**”).

RECITALS:

WHEREAS, reference is made to that certain Revolving Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Midwest Gaming Borrower, LLC, a Delaware limited liability company (the “**Borrower**”), the banks, financial institutions and other entities from time to time party thereto in the capacity of lenders (the “**Lenders**”) and Bank of America, N.A., in its capacity as administrative agent;

WHEREAS, the Borrower intends to issue 4.875% Senior Secured Notes due 2029 in an aggregate principal amount of \$750,000,000 pursuant to an Indenture dated as of the date hereof (as amended, supplemented, restated, amended and restated or otherwise modified and in effect from time to time, the “**Indenture**”) among the Borrower, Midwest Gaming Finance Corp., a Delaware corporation, as co-issuer, the Collateral Trustee, the guarantors party thereto and U.S. Bank National Association, as trustee (in such capacity and together with its successors in such capacity, the “**Trustee**”);

WHEREAS, subject to the terms and conditions of the Credit Agreement and the Indenture, the Borrower entered into that certain Collateral Trust Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, renewed, extended or otherwise modified from time to time, the “**Collateral Trust Agreement**”), by and among the Borrower, Grantor, the Collateral Trustee, the Administrative Agent, the Trustee and the other persons that are or become a party thereto pursuant to the terms thereof from time to time;

WHEREAS, subject to the terms and conditions of Section 3.8 of the Collateral Trust Agreement, the Borrower is permitted to enter into one or more additional or replacement credit facilities or other debt instruments consisting of Secured Debt (as defined in the Collateral Trust Agreement) (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, together with all agreements related thereto, the “**Additional Secured Debt Agreements**”), in each case, with banks, financial institutions and other entities from time to time party thereto in the capacity of providers of financial accommodations thereunder;

WHEREAS, in consideration of the extensions of credit and other accommodations of the Secured Parties as set forth in the Credit Agreement, the Indenture and any Additional Secured Debt Agreements, Grantor has agreed to secure Grantor’s Secured Obligations, including Grantor’s obligations under the Loan Documents; and

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Borrower, Grantor, the Collateral Trustee and the other persons that are or become a party thereto pursuant to the terms thereof from time to time, Grantor has created in favor of the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest

in, and the Collateral Trustee became a secured creditor with respect to, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, subject to the terms of the Security Agreement, Grantor hereby grants to the Collateral Trustee for the ratable benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located, but in each case, excluding any Excluded Collateral (as defined in the Collateral Trust Agreement) (the "**Trademark Collateral**"), for the prompt and complete payment and performance in full when due and with all rights and remedies under the UCC (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations:

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all, extensions, renewals, or registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement. In the event of any conflict between the terms of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement shall govern and control.

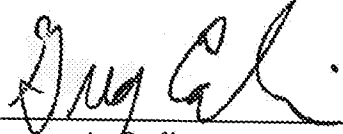
Capitalized terms used but not defined herein shall have the meanings given such terms in the Security Agreement or the Collateral Trust Agreement, as applicable.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MIDWEST GAMING & ENTERTAINMENT, LLC,
a Delaware limited liability company,
as Grantor

By: _____




Name: Gregory A. Carlin

Title: Chief Executive Officer

[Signature Page to Grant of Trademark Security Interest]

TRADEMARK
REEL: 007272 FRAME: 0668

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Trustee

By: 
Name: Benjamin J. Krueger
Title: Vice President

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

1. Trademark Registrations:

<u>Trademark</u>	<u>Database</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
MIDWEST GAMING & ENTERTAINMENT	State of Illinois	101636	April 29, 2010	Midwest Gaming & Entertainment, LLC
CUBE	USPTO	4246459	November 20, 2012	Midwest Gaming & Entertainment, LLC

2. Trademark Applications: None.