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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM669481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS (INDENTURE)		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Daily Racing Form LLC		08/20/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Notes Collateral Agent		
Street Address:	8 Greenway Plaza, Suite 1100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77046		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark		
Registration Number:	4699650	TICKETMAKER		
Registration Number:	4358037	DRF HARNESS EYE		
Registration Number:	4311872	DRF BETS		
Registration Number:	3950272	DRF EASYFORM		
Registration Number:	3222652	DRF		
Registration Number:	2519840	DRF SIMULCAST WEEKLY		
Registration Number:	2512422	A CLOSER LOOK		
Registration Number:	2509287	FORMULATOR		
Registration Number:	2366141	THE MORNING TELEGRAPH		
Registration Number:	2361920	DAILY RACING FORM		
Registration Number:	2321656	DAILY RACING FORM		
Registration Number:	1787693	AT A GLANCE		
Registration Number:	1743063			
Registration Number:	0057056	DAILY RACING FORM		

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

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Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	99374-10020
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	08/23/2021

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("<u>Agreement</u>"), effective as of August 20, 2021, is made by Daily Racing Form LLC, a Delaware limited liability company (the "<u>Grantor</u>"), in favor of U.S. Bank National Association, a national banking association ("<u>U.S. Bank</u>"), as Notes Collateral Agent (the "<u>Agent</u>") for the Notes Secured Parties (as defined in the Indenture described below).

WITNESSETH

WHEREAS, the Grantor has executed and delivered (i) that certain Assumption Agreement, dated as of the date hereof, by and among, *inter alia*, the Grantor and the Agent, in favor of the Agent for the ratable benefit of the Notes Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Assumption Agreement"), pursuant to that that certain Collateral Agreement, dated as of December 30, 2020, by and among, Affinity Interactive (f/k/a Affinity Gaming), a Nevada corporation ("Affinity Interactive"), Affinity Gaming Owner, L.L.C., a Delaware limited liability company ("Holdings"), the Subsidiary Guarantors (as defined in the Indenture, the "Guarantors"), U.S. Bank, as Agent, and the other parties from time to time party thereto (as amended, restated, amended and restated, supplemental Indenture, dated as of the date hereof, by and among, the Additional Grantors (as defined therein) and U.S. Bank as Agent and Trustee (as defined in the Indenture), pursuant to that certain Indenture, dated as of December 30, 2020, by and among, Affinity Interactive, Holdings, the Guarantors from time to time party thereto, U.S. Bank, as Trustee, and the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture");

WHEREAS, pursuant to the Assumption Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Notes 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 of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the Notes Secured Parties, as follows:

SECTION 1. <u>Definitions</u>. 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 Collateral Agreement or the Indenture, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of the Notes 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 Notes Obligations of the Grantor.

SECTION 3. <u>Purpose</u>. 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

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Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The 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. <u>Acknowledgment</u>. 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 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. <u>Counterparts</u>. 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. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and contributed and interpreted in accordance with, the laws of the State of New York.

SECTION 7. <u>Capacity of Agent</u>. U.S. Bank National Association is acting under this Agreement solely in its capacity as Agent under the Indenture and not in its individual capacity. In acting hereunder, the Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Indenture, as if such rights, privileges and immunities were set forth herein.

[Signature Pages Follow]

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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.

DAILY RACING FORM LLC,

as the Grantor

By:

Name: Itay Fisher
Title: President

U.S. BANK NATIONAL ASSOCIATION,

as the Agent

Name: <u>Alejandro Hoyos</u>

Title: Vice President

SCHEDULE A

Trademark Registrations and Applications

Trademarks:

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
TICKETMAKER	86353922 31-JUL-2014	4699650 10-MAR-2015	DAILY RACING FORM LLC	Registered
DRF HARNESS EYE	85771785 05-NOV-2012	4358037 25-JUN-2013	DAILY RACING FORM LLC	Registered
DRF BETS	85570184 15-MAR-2012	4311872 02-APR-2013	DAILY RACING FORM, LLC	Registered
DRF EASYFORM	85059583 10-JUN-2010	3950272 26-APR-2011	DAILY RACING FORM LLC	Registered
DRF	78893232 25-MAY-2006	3222652 27-MAR-2007	DAILY RACING FORM LLC	Registered
DRF SIMULCAST WEEKLY	76175922 05-DEC-2000	2519840 18-DEC-2001	DAILY RACING FORM LLC	Registered
A CLOSER LOOK	76170322 22-NOV-2000	2512422 27-NOV-2001	DAILY RACING FORM LLC	Registered
FORMULATOR Formulator	76070939 15-JUN-2000	2509287 20-NOV-2001	DAILY RACING FORM, LLC	Registered
THE MORNING TELEGRAPH	75693056 28-APR-1999	2366141 11-JUL-2000	DAILY RACING FORM LLC	Registered

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Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
DAILY RACING FORM Racing *** Form	75692144 27-APR-1999	2361920 27-JUN-2000	DAILY RACING FORM LLC	Registered
DAILY RACING FORM	75658914 12-MAR-1999	2321656 22-FEB-2000	DAILY RACING FORM LLC	Registered
AT A GLANCE	74361918 25-FEB-1993	1787693 10-AUG-1993	DAILY RACING FORM LLC	Registered
Design Only	74095695 10-SEP-1990	1743063 29-DEC-1992	DAILY RACING FORM LLC	Registered
DAILY RACING FORM Pacing Form	71020401 18-JUN-1906	0057056 30-OCT-1906	DAILY RACING FORM LLC	Registered

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RECORDED: 08/23/2021

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