

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boyd GMN, Inc.		08/27/2021	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as First Lien Agent		
Street Address:	200 Bay Street, 12th Floor		
Internal Address:	South Tower		
City:	Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4739376	GMN	
Registration Number:	4761265	M2TYCOAT	
Registration Number:	4761266	M2TYCOAT	
Registration Number:	4886807	PERFWRAP	
Registration Number:	2542176	THE FREEDOM OF INNOVATION. THE POWER OF	
Registration Number:	4427614	GM NAMEPLATE	
Registration Number:	1976895	SUPERGRAPHICS	
Registration Number:	1983730	INTAQ	
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:	2126834120		
Email:	luis.rodriquez@unitedcorporate.com		
Correspondent Name:	Doris Ka		
Address Line 1:	32 Old Slip		
Address Line 2:	c/o Cahill Gordon & Reindel llp		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Doris Ka		

OP \$215.00 4739376

SIGNATURE:	/Doris Ka/
DATE SIGNED:	08/31/2021
Total Attachments: 5 source=(42992024)_ (4)_Boyd - 1L Trademark Security Agreement (Joinder) (Executed)#page1.tif source=(42992024)_ (4)_Boyd - 1L Trademark Security Agreement (Joinder) (Executed)#page2.tif source=(42992024)_ (4)_Boyd - 1L Trademark Security Agreement (Joinder) (Executed)#page3.tif source=(42992024)_ (4)_Boyd - 1L Trademark Security Agreement (Joinder) (Executed)#page4.tif source=(42992024)_ (4)_Boyd - 1L Trademark Security Agreement (Joinder) (Executed)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2021, is made by Boyd GMN, Inc., a Washington corporation (the “**Grantor**”), in favor of Royal Bank of Canada, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**First Lien Agent**”).

WHEREAS, the Grantor has been made party to that certain First Lien Pledge and Security Agreement dated as of September 6, 2018 (as supplemented by Supplement No. 1 thereto, dated as of September 19, 2020, Supplement No. 2 thereto, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among the Grantor, the First Lien Agent and certain other parties thereto.

WHEREAS, pursuant to the Security Agreement, in order to secure payments of certain Secured Obligations (as defined in the First Lien Credit Agreement), the Grantor has assigned, pledged and granted to the First Lien Agent a continuing security interest in and to all of its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, in each case solely, to the extent the same constitute Collateral (the “**Trademarks**”). Until the Termination Date (as defined in the First Lien Credit Agreement), the First Lien Agent shall retain its security interest in the Trademarks granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.

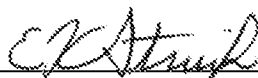
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the First Lien Agent a lien on and security interest in, all of its right, title and interest in, to and under the Trademarks.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BOYD GMN, INC., as Grantor

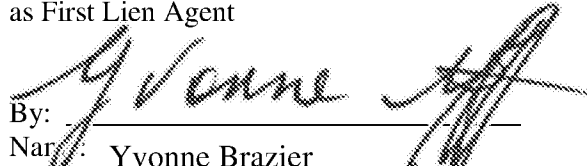
By: 
Name: Eric Struik
Title: Senior Vice President, Chief Financial Officer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007409 FRAME: 0749

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA,
as First Lien Agent

By: 
Name: Yvonne Brazier
Title: Manager, Agency Services

**Schedule I
Trademarks**

U.S. Trademarks and Applications

Title	Reg. No.	Current Owner
GMN	4739376	Boyd GMN, Inc.
M2TYCOAT	4761265	Boyd GMN, Inc.
M2TYCOAT (Stylized)	4761266	Boyd GMN, Inc.
PerfWRAP	4886807	Boyd GMN, Inc.
THE FREEDOM OF FMJ INNOVATION. THE POWER OF SOLUTIONS.	2542176	Boyd GMN, Inc.
GM NAMEPLATE	4427614	Boyd GMN, Inc.
SUPERGRAPHICS	1976895	Boyd GMN, Inc.
INTAQ	1983730	Boyd GMN, Inc.

Foreign Trademarks and Applications

Title	Reg. No.	Jurisdiction	Current Owner
GMN TECHNOLOGIES	2015050469	Malaysia	Boyd GMN, Inc.
FMJ GMN TECHNOLOGIES	01731857	Taiwan	Boyd GMN, Inc.
FMJ GMN TECHNOLOGIES	5819285	Japan	Boyd GMN, Inc.
FMJ GMN TECHNOLOGIES	1,057,083	Canada	Boyd GMN, Inc.