

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Intellectual Property (Trademarks)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mile High USA, Inc.		10/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	New York branch of a German bank: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6225738	ARAPAHOE PARK RACING & ENTERTAINMENT	
Registration Number:	6225739	ARAPAHOE PARK RACING & ENTERTAINMENT	
Registration Number:	3236788	MILE HIGH RACING & ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	030705-0092		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/01/2021		
Total Attachments: 9			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY (TRADEMARKS)**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (TRADEMARKS) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Confirmatory Grant”) is made effective as of October 1, 2021 by and from BALLY’S CORPORATION, a Delaware corporation (“Borrower”), and THE SUBSIDIARIES OF THE BORROWER PARTY HERETO (collectively, the “Grantors” and, together with Borrower, the “Grantors”) to and in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, “Grantee”).

WHEREAS, Borrower, the other Grantors, as subsidiary guarantors, Grantee, Deutsche Bank AG New York Branch, as Administrative Agent, the Lenders and certain other financial institutions have entered into that certain 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”).

WHEREAS, the Grantors, certain Subsidiaries of Borrower and Grantee have entered into that certain U.S. 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”).

WHEREAS, the Grantors own 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 each Grantor to Grantee on behalf of the Secured Parties to secure the satisfactory performance and payment when due of all the Secured Obligations. Upon Payment in Full of the Secured Obligations, Grantee shall promptly execute, acknowledge and deliver to the Grantors, 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, the Grantors hereby grant to Grantee for the benefit of the Secured Parties a lien on and security interest in (1) all of the Grantors' 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 Grantors, 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]


BALLY'S CORPORATION,
as Grantor

By: 
Name: Craig L. Eaton
Title: Executive Vice President, General Counsel
and Secretary


IOC-KANSAS CITY, INC.,
as Grantor

By: 
Name: Craig L. Eaton
Title: Executive Vice President, General Counsel
and Secretary


MILE HIGH USA, INC.,
as Grantor

By: 
Name: Craig L. Eaton
Title: Executive Vice President, General Counsel
and Secretary


PREMIER ENTERTAINMENT III, LLC,
as Grantor

By: 
Name: Craig L. Eaton
Title: Executive Vice President, General Counsel
and Secretary


PREMIER ENTERTAINMENT BILOXI LLC,
as Grantor

By: 
Name: Craig L. Eaton
Title: Executive Vice President, General Counsel
and Secretary


PREMIER ENTERTAINMENT TAHOE, LLC,
as Grantor

By: 
Name: Craig L. Eaton
Title: Executive Vice President, General Counsel
and Secretary

**PREMIER ENTERTAINMENT VICKSBURG,
LLC,**
as Grantor

By: 
Name: Craig L. Eaton
Title: Executive Vice President, General Counsel
and Secretary

TWIN RIVER MANAGEMENT GROUP INC.,
as Grantor

By: 
Name: Craig L. Eaton
Title: Executive Vice President, General Counsel
and Secretary

**DEUTSCHE BANK AG NEW YORK
BRANCH,**
as Grantee

By: _____
Name:
Title:

**DEUTSCHE BANK AG NEW YORK
BRANCH,**
as Grantee









By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576






By: *Suzan Onal*
Name: Suzan Onal
Title: Vice President
suzan.onal@db.com
212-250-3174

Exhibit A

SCHEDULE OF U.S. TRADEMARKS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
BIG CHANGES. BIG WINNINGS!	41	90133474 24-AUG-2020	6283041 02-MAR-2021	Bally's Corporation
CAPITAL CLUB	41	75619443 12-JAN-1999	2650941 19-NOV-2002	Bally's Corporation
CAPITAL ELITE	41	77755000 09-JUN-2009	3780367 27-APR-2010	Bally's Corporation
CAPITAL GOLD	41	76570298 15-JAN-2004	2917129 11-JAN-2005	Bally's Corporation
CAPITAL PLATINUM	41	76570154 15-JAN-2004	2924816 08-FEB-2005	Bally's Corporation
COME PLAY!	41	76560835 19-NOV-2003	3039023 10-JAN-2006	Bally's Corporation
DELAWARE POKER CHAMPIONSHIP	41	87232414 10-NOV-2016	5231936 27-JUN-2017	Bally's Corporation
DOVER DOWNS	25	74168102 20-MAY-1991	1708300 18-AUG-1992	Bally's Corporation
DOVER DOWNS	35, 42	76348631 13-DEC-2001	2697403 18-MAR-2003	Bally's Corporation
DOVER DOWNS	41	76378519 05-MAR-2002	2713096 06-MAY-2003	Bally's Corporation
DOVER DOWNS GAMING & ENTERTAINMENT	41	76419002 10-JUN-2002	2749818 12-AUG-2003	Bally's Corporation
DOVER DOWNS HOTEL & CASINO	35, 41, 43	78729710 10-OCT-2005	3218958 13-MAR-2007	Bally's Corporation
GOLDEN GATES CASINO	41	78851727 31-MAR-2006	3312014 16-OCT-2007	Bally's Corporation
GOLDEN GATES CASINO	43	78851734 31-MAR-2006	3293814 18-SEP-2007	Bally's Corporation
GOLDEN GULCH CASINO	41	78851715 31-MAR-2006	3297550 25-SEP-2007	Bally's Corporation
GOLDEN GULCH CASINO	43	78851722 31-MAR-2006	3324143 30-OCT-2007	Bally's Corporation
GOLDEN MARDI GRAS CASINO	43	78851707 31-MAR-2006	3293813 18-SEP-2007	Bally's Corporation
GOLDEN MARDI GRAS CASINO	41	78851710 31-MAR-2006	3317544 23-OCT-2007	Bally's Corporation
MICHELE'S	43	77857192 26-OCT-2009	3953189 03-MAY-2011	Bally's Corporation
ROLLINS CENTER	35, 42	76348572 13-DEC-2001	2645674 05-NOV-2002	Bally's Corporation

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
SWEET PERKS	35	78891672 24-MAY-2006	3222615 27-MAR-2007	Bally's Corporation
TIVERTON CASINO HOTEL 	41	87858130 31-MAR-2018	5835640 13-AUG-2019	Bally's Corporation
TIVERTON CASINO HOTEL 	41	87890428 24-APR-2018	5835702 13-AUG-2019	Bally's Corporation
TIVERTON CASINO HOTEL A TWIN RIVER PROPERTY 	41	87858137 31-MAR-2018	5835641 13-AUG-2019	Bally's Corporation
TIVERTON CASINO HOTEL A TWIN RIVER PROPERTY 	41	87890437 24-APR-2018	5835703 13-AUG-2019	Bally's Corporation
TWIN RIVER	41, 43	88549755 30-JUL-2019	6122513 11-AUG-2020	Bally's Corporation
TWIN RIVER CASINO HOTEL 	41, 43	88546206 29-JUL-2019	6122464 11-AUG-2020	Bally's Corporation
TWIN RIVER CASINO HOTEL 	41, 43	88546239 29-JUL-2019	6122466 11-AUG-2020	Bally's Corporation
TWIN RIVER CASINO SO MUCH. SO CLOSE! 	41	85295320 14-APR-2011	4082784 10-JAN-2012	Bally's Corporation
UNREEL	41	86394409 15-SEP-2014	4844044 03-NOV-2015	Bally's Corporation
WHERE FRIENDS PLAY. AND PLAYERS WIN!	41	90133287 24-AUG-2020	6283040 02-MAR-2021	Bally's Corporation
WINNERS CIRCLE	42	75317136 30-JUN-1997	2466838 10-JUL-2001	Bally's Corporation
WONDER SPIN	41	86446810 06-NOV-2014	4731604 05-MAY-2015	Bally's Corporation
CASINO KC A TWIN RIVER PROPERTY 	41, 43	90070341 23-JUL-2020		IOC-Kansas City, Inc.

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
ARAPAHOE PARK RACING & ENTERTAINMENT 	41	88818401 03-MAR-2020	6225738 22-DEC-2020	Mile High USA, Inc.
ARAPAHOE PARK RACING & ENTERTAINMENT	41	88818413 03-MAR-2020	6225739 22-DEC-2020	Mile High USA, Inc.
MILE HIGH RACING & ENTERTAINMENT	41	78883345 15-MAY-2006	3236788 01-MAY-2007	Mile High USA, Inc.
SATISFACTION	43	78576222 28-FEB-2005	3851714 21-SEP-2010	Premier Entertainment Biloxi LLC
WINNERS PLAY HERE	41	86093997 17-OCT-2013	4537568 27-MAY-2014	Premier Entertainment Biloxi LLC
DELAWARE POKER CHAMPIONSHIP	41	85099979 04-AUG-2010	3987396 28-JUN-2011	Premier Entertainment III, LLC
FREAKERS BALL	41	90891577 19-AUG-2021		Premier Entertainment Tahoe, LLC
MONTBLEU	41, 43, 44	78670522 14-JUL-2005	3197614 09-JAN-2007	Premier Entertainment Tahoe, LLC
MONTBLEU RESORT CASINO & SPA 	41, 43, 44	78679337 27-JUL-2005	3197619 09-JAN-2007	Premier Entertainment Tahoe, LLC
CASINO VICKSBURG A TWIN RIVER PROPERTY 	41, 43	90070334 23-JUL-2020		Premier Entertainment Vicksburg, LLC
AVP 	25, 28, 41	76392977 08-APR-2002	2758227 02-SEP-2003	Twin River Management Group, Inc.
AVP 	25, 28, 41	76392999 08-APR-2002	2760999 09-SEP-2003	Twin River Management Group, Inc.
AVP	25, 28, 41	76393030 08-APR-2002	2755382 26-AUG-2003	Twin River Management Group, Inc.
AVP AMERICA	25, 28, 41	88092010 24-AUG-2018	6471361 31-AUG-2021	Twin River Management Group, Inc.
AVP FIRST	25	87725146 18-DEC-2017	5676425 12-FEB-2019	Twin River Management Group, Inc.
AVPFIRST	41	86909779 16-FEB-2016	5418778 06-MAR-2018	Twin River Management Group, Inc.
AVPNEXT	41	86152597 26-DEC-2013	5018282 09-AUG-2016	Twin River Management Group, Inc.

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
BALLY <i>Bally</i>	28	71532200 23-AUG-1947	0505218 28-DEC-1948	Twin River Management Group, Inc.
BALLY <i>Bally</i>	9	73024101 13-JUN-1974	1012119 03-JUN-1975	Twin River Management Group, Inc.
BALLY <i>Bally</i>	9, 28	74063579 29-MAY-1990	1646697 04-JUN-1991	Twin River Management Group, Inc.
BALLY <i>Bally</i>	28	75823120 14-OCT-1999	2377709 15-AUG-2000	Twin River Management Group, Inc.
BALLY	9, 28, 42	73687446 02-OCT-1987	1552562 22-AUG-1989	Twin River Management Group, Inc.
BALLY	35	74155686 09-APR-1991	1909427 01-AUG-1995	Twin River Management Group, Inc.
BALLY'S	41	73666811 12-JUN-1987	1515843 06-DEC-1988	Twin River Management Group, Inc.
BALLY'S	42	73666822 15-JUN-1987	1523910 07-FEB-1989	Twin River Management Group, Inc.
BALLY'S BALLY'S	41	74538625 16-JUN-1994	1955699 13-FEB-1996	Twin River Management Group, Inc.
BALLY'S BALLY'S	41, 42	74711619 07-AUG-1995	2048291 25-MAR-1997	Twin River Management Group, Inc.
CENTER OF THE ACTION	41, 43	85385846 01-AUG-2011	4105646 28-FEB-2012	Twin River Management Group, Inc.