

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684320

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Empire Resorts, Inc.		10/28/2021	Corporation: DELAWARE
Empire Resorts Real Estate II, LLC		10/28/2021	Limited Liability Company: NEW YORK
Montreign Operating Company, LLC		10/28/2021	Limited Liability Company: NEW YORK
Monticello Raceway Management, Inc.		10/28/2021	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Citicorp International Limited
Street Address:	Citi Tower, One Bay East, 83 Hoi Bun Road
City:	Kwun Tong, Kowloon
State/Country:	HONG KONG
Postal Code:	20/F
Entity Type:	Limited Corporation: HONG KONG

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5008327	ME.
Registration Number:	5008326	MONTREIGN
Registration Number:	4998472	MONTREIGN
Registration Number:	4983432	MONTREIGN
Registration Number:	5008325	MONTREIGN
Registration Number:	5913512	DOS GATOS CANTINA
Registration Number:	5953566	DOS GATOS CANTINA AUTHENTIC MEXICAN CUIS
Registration Number:	5907723	24/7 BISTRO
Registration Number:	5482641	24/7 DINER
Registration Number:	5488008	DOUBLETOP BAR & GRILL
Registration Number:	5488145	DOUBLETOP BAR & GRILL EST. 2018
Registration Number:	5378161	UPPER DECK
Registration Number:	5374558	THE PRESS BOX

OP \$340.00 5008327

CORRESPONDENCE DATA**Fax Number:** 8009144240*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.***Phone:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/28/2021

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 28, 2021, is made by (i) Empire Resorts, Inc., a Delaware corporation, (ii) Empire Resorts Real Estate II, LLC, a New York limited liability company, (iii) Montreign Operating Company, LLC, a New York limited liability company and (iv) Monticello Raceway Management, Inc., a New York corporation (each, a “Grantor” and collectively, the “Grantors”), in favor of Citicorp International Limited, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain indenture, dated as of October 28, 2021, (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), among Empire Resorts, Inc. (the “Issuer”), the subsidiary guarantors from time to time party thereto (the “Guarantors”), Citicorp International Limited, as trustee (in such capacity, the “Trustee”), and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, in connection with the issuance of Notes under the Indenture, each Guarantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of October 28, 2021 in favor of the Collateral Agent (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the benefits accruing to each Grantor, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement, as applicable.

2. Grant of Security Interest. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks (that are not Excluded Property), including those that are listed on Schedule A hereto, including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise), in full of the Notes Obligations; provided that, applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor’s “intent to use” such Trademarks will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent to use Trademark application is converted to a “use in commerce” application to Section (1)(c) of the Lanham Act has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral. The interest in the Trademark Collateral being granted hereunder shall not be construed as a present assignment, but rather as a security interest that provides the Collateral Agent and the other Secured Parties such rights and remedies as are provided to holders of security interests under applicable law.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Indenture or the Security Agreement, the terms of the Indenture or Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

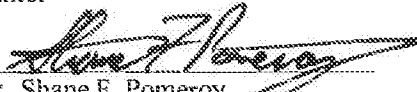
6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** The parties hereto agree that Section 13.08 of the Indenture is incorporated herein, mutatis mutandis, as if fully set forth herein.

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.

EMPIRE RESORTS, INC.,
as Grantor

By: 
Name: Shane F. Pomeroy
Title: Executive Vice President of Finance


EMPIRE RESORTS REAL ESTATE II, LLC,
as Grantor

By: 
Name: Shane F. Pomeroy
Title: Executive Vice President of Finance

MONTREIGN OPERATING COMPANY,
LLC,
as Grantor

By: 
Name: Shane F. Pomeroy
Title: Executive Vice President of Finance

MONTICELLO RACEWAY MANAGEMENT,
INC.,
as Grantor

By: 
Name: Shane F. Pomeroy
Title: Executive Vice President of Finance

[Signature Page to Grant of Security Interest in Trademarks]



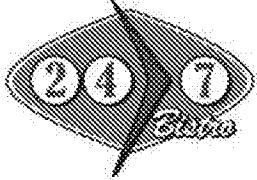
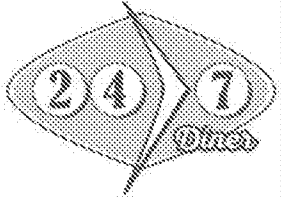
TRADEMARK
REEL: 007476 FRAME: 0356




CITICORP INTERNATIONAL LIMITED,
as the Collateral Agent

By: John A. Kane
Name: John Kane
Title: Vice President

SCHEDULE A

Trademark Registrations and Applications

Owner/Applicant	Mark	Registration Number/Application Number	Registration Date/Application Date	Country/State
Empire Resorts, Inc.		Registration Number: 5,008,327	Registration Date: 7/26/2016	USA
Empire Resorts, Inc.	MONTREIGN	Registration Number: 5,008,326	Registration Date: 7/26/2016	USA
Empire Resorts, Inc.	MONTREIGN	Registration Number: 4,998,472 To be abandoned	Registration Date: 7/12/2016	USA
Empire Resorts, Inc.	MONTREIGN	Registration Number: 4,983,432	Registration Date: 6/21/2016	USA
Empire Resorts, Inc.	MONTREIGN	Registration Number: 5,008,325	Registration Date: 7/26/2016	USA
Empire Resorts Real Estate II, LLC	DOS GATOS CANTINA	Registration Number: 5,913,512	Registration Date: 11/19/2019	USA
Empire Resorts Real Estate II, LLC		Registration Number: 5,953,566	Registration Date: 1/7/2020	USA
Montreign Operating Company, LLC		Registration Number: 5,907,723	Registration Date: 11/12/2019	USA
Montreign Operating Company, LLC		Registration Number: 5,482,641	Registration Date: 5/29/2018	USA

Owner/Applicant	Mark	Registration Number/Application Number	Registration Date/Application Date	Country/State
Montreign Operating Company, LLC	DOUBLETOP BAR & GRILL	Registration Number: 5,488,008	Registration Date: 6/5/2018	USA
Montreign Operating Company, LLC		Registration Number: 5,488,145	Registration Date: 6/5/2018	USA
Monticello Raceway Management, Inc.		Registration Number: 5,378,161	Registration Date: 1/16/2018	USA
Monticello Raceway Management, Inc.		Registration Number: 5,374,558	Registration Date: 1/9/2018	USA