

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delaware Racing Association		12/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	222 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4737420	ALWAYS IN PLAY	
Registration Number:	4863644	ALWAYS IN PLAY	
Registration Number:	2334387	DELAWARE PARK	
Registration Number:	2334386	DELAWARE PARK	
Registration Number:	2334385	DELAWARE PARK	
Registration Number:	2337277	DELAWARE PARK	
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>			
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive, Seventeenth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	John Kline		
SIGNATURE:	/John Kline/		
DATE SIGNED:	12/01/2021		
Total Attachments: 18			
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page1.tif			

OP \$165.00 4737420

source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page2.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page3.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page4.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page5.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page6.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page7.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page8.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page9.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page10.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page11.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page12.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page13.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page14.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page15.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page16.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page17.tif
source=BlackRock_Delaware Park - Trademark Security Agreement Executed(110327937_1)#page18.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2021, by DELAWARE RACING ASSOCIATION (the “Pledgor”), in favor of ALTER DOMUS (US) LLC, in its capacity as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties pursuant to the Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Pledgor, DP CVR Acquisition Corp., a Delaware corporation (“DRA Acquisitionco”), DP CVR Manageco Acquisition Corp., a Delaware corporation (“DPMC Acquisitionco” and, together with DRA Acquisitionco, collectively, the “Initial Borrowers”), Delaware Park Management Company LLC, a Delaware limited liability company (“DPMC” and, immediately after the Target Acquisition, together with the Initial Borrowers and DRA, collectively, the “Borrowers”), the guarantors from time to time party thereto, the lenders from time to time party thereto, Alter Domus (US) LLC, in its capacity as administrative agent, Collateral Agent and the other parties party thereto.

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Pledgor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property Collateral, including the Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following Pledged Collateral of the Pledgor (collectively, “Trademark Collateral”):

(a) Trademarks and Trademark Licenses of the Pledgor, including those listed on Schedule I attached hereto; and

(b) the right to receive all Proceeds of any and all of the foregoing;

in each case of the foregoing clauses (a) and (b), other than Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent and Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that

any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall, at the expense of such Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Purpose. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSIES, DISPUTES, OR CAUSES OF ACTION (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) BASED UPON OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

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

Very truly yours,

DELAWARE RACING ASSOCIATION

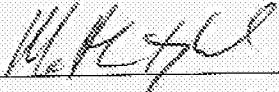
By: 
Name: Michael Wagman
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007514 FRAME: 0675

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]