

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM694013

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		12/10/2021	bank organized and existing under the laws of Switzerland: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Majestic Star Casino, LLC		
<b>Street Address:</b>	5701 Stirling Road		
<b>City:</b>	Davie		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33314		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4984587	CRAPS FREE CRAPS	
<b>Registration Number:</b>	5247863	MAJESTIC CHOP HOUSE	
<b>Registration Number:</b>	5438495	MAJESTIC REWARDS	
<b>Registration Number:</b>	4819075	MAJESTIC REWARDS	
<b>Registration Number:</b>	2157290	MAJESTIC STAR	
<b>Registration Number:</b>	4771677	MAJESTIC STAR CASINO HOTEL	
<b>Registration Number:</b>	5134068	MAJESTIC STAR CASINO HOTEL	
<b>Registration Number:</b>	4676061	PLAY 'EM FIRST	
<b>Registration Number:</b>	3238480	PROMO CASH	
<b>Registration Number:</b>	5214979	STEEL CITY GRILL	
<b>Registration Number:</b>	1930583	HAVE A LUCKY DAY!	
<b>Registration Number:</b>	1949064	GET REEL LUCKY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		

OP \$315.00 4984587

**Address Line 1:** 355 SOUTH GRAND AVENUE  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90071-1560

**ATTORNEY DOCKET NUMBER:** 030786-0942

**NAME OF SUBMITTER:** Rhonda DeLeon

**SIGNATURE:** /Rhonda DeLeon/

**DATE SIGNED:** 12/10/2021

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “**Termination and Release**”) is granted as of December 10, 2021 by Credit Suisse AG, Cayman Islands Branch, as Collateral Agent, in favor of the Grantor (as defined in the IP Security Agreement, as defined below).

**WHEREAS**, reference is made to that certain Revolving Credit and Term Loan Agreement, dated as of December 23, 2019 (as amended by that certain First Amendment to Revolving Credit and Term Loan Agreement and Waiver, dated as of May 11, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “**Credit Agreement**”), by and among Spectacle Gary Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), the lenders party thereto and Credit Suisse AG, Cayman Islands Branch as Administrative Agent (in such capacity, the “**Administrative Agent**”) and as Collateral Agent (in such capacity, the “**Collateral Agent**”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor executed and delivered to the Collateral Agent that certain Intellectual Property Security Agreement dated as of December 23, 2019 (the “**IP Security Agreement**”), granting the Collateral Agent a security interest in and lien on the Intellectual Property Collateral (as defined in the IP Security Agreement); and

**WHEREAS**, in connection with that certain Payoff Letter, dated as of the date hereof, pertaining to the Credit Agreement, the Borrower and the Grantor hereby request that the Collateral Agent terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantor in, to and under all of the Intellectual Property Collateral, including the Intellectual Property Collateral described on the attached Schedule I as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

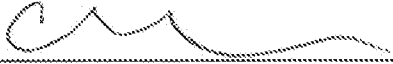
1. **Release of Security Interest.** The Collateral Agent hereby terminates the IP Security Agreement and releases, terminates and discharges all liens and security interests in the Grantor’s right, title and interest in, to and under the Intellectual Property Collateral, including the Intellectual Property Collateral set forth in Schedule I, and all goodwill associated therewith.
2. **Recordation.** The Collateral Agent authorizes this Termination and Release to be recorded at the United States Patent and Trademark Office by the Grantor.
3. **Further Assurances.** The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all reasonable cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, in each case at the Grantor’s expense, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Termination and Release.

4. **Governing Law**. This Termination and Release and the rights and obligations of the parties under this Termination and Release shall be construed in accordance with and governed by the law of the State of New York.


[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent**

By:  .....

Name: William O'Daly  
Title: Authorized Signatory

By:  .....

Name: Nawshar Sali  
Title: Authorized Signatory

[Signature Page to IP Security Termination]