

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		02/04/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Jacobs Entertainment, Inc.		
Street Address:	12596 W. Bayaud Avenue, Suite 100		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80228		
Entity Type:	Corporation: DELAWARE		
Name:	Colonial Holdings, Inc. (as successor by merger to Colonial Downs, L.P.)		
Street Address:	12596 W. Bayaud Avenue, Suite 100		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80228		
Entity Type:	Corporation: VIRGINIA		
Name:	Colonial Holdings, Inc.		
Street Address:	12596 W. Bayaud Avenue, Suite 100		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80228		
Entity Type:	Corporation: VIRGINIA		
Name:	Nautica Aquarium, LLC		
Street Address:	12596 W. Bayaud Avenue, Suite 100		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80228		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 21			

CH \$540.00 3477960

Property Type	Number	Word Mark
Registration Number:	3477960	CASH MAGIC REWARDS
Registration Number:	2903761	CASH MAGIC
Registration Number:	3096002	CASH MAGIC
Registration Number:	3810265	GILPIN'S GOT IT
Registration Number:	3297235	MAGIC CASH
Registration Number:	3255639	SUPER SPIN
Registration Number:	3213468	SWIPE & DINE
Registration Number:	3312387	WINNERS CLUB
Registration Number:	1729987	GOLD DUST
Registration Number:	3488467	YOUR HOUSE FULL OF FRIENDS
Registration Number:	4658426	WHITE BUFFALO
Registration Number:	4141063	EZ HORSEPLAY
Registration Number:	4141062	EZ HORSEPLAY
Registration Number:	4413052	GREATER CLEVELAND AQUARIUM
Registration Number:	4413053	GREATER CLEVELAND AQUARIUM
Registration Number:	4413054	GREATER CLEVELAND AQUARIUM
Registration Number:	4413055	GREATER CLEVELAND AQUARIUM
Serial Number:	86411854	GRAND SLAM OF GRASS
Serial Number:	86656178	BLACK HAWK AFTER DARK
Serial Number:	86552066	BLACK HAWK EXTRAVAGANZA
Serial Number:	86656214	MAIN STREET AFTER DARK

CORRESPONDENCE DATA

Fax Number: 2162412824

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: 2166210150

Email: dkonnerth@hahnlaw.com

Correspondent Name: Hahn Loeser & Parks LLP

Address Line 1: 200 Public Square, Suite 2800

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Christopher R. Butler
SIGNATURE:	/Christopher R. Butler/
DATE SIGNED:	02/04/2022

Total Attachments: 4

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS
(Second Lien)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (Second Lien) (this “Release”), dated as of February 4, 2022 (the “Effective Date”), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of February 7, 2017 by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of February 7, 2017 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 10, 2017 at Reel/Frame 5985/0603;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks set forth on Schedule I attached hereto, and all Goodwill associated with such Trademarks, arising under the Security Agreement and the Trademark Security Agreement (the “Trademark Collateral”). If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantors.
3. Termination. The Agent, without recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent authorizes the Grantors and the Grantors’ authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent agrees to take all further actions, and provide to each of the Grantors and its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[SIGNATURE PAGE FOLLOWS]

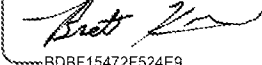
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent**

By: Sarah Vilhauer
Name: Sarah Vilhauer
Title: Banking Officer

GRANTORS:

JACOBS ENTERTAINMENT, INC.

DocuSigned by:

By: _____
Name: Brett A. Kramer
Title: CFO

Signing on behalf of itself and the entities listed below in the capacity listed next to each respective entity:

COLONIAL HOLDINGS, INC., as its CFO
COLONIAL HOLDINGS, INC. (as successor by merger to COLONIAL DOWNS, L.P.), as its President and CFO
NAUTICA AQUARIUM, LLC, as its CFO

[Signature Page to Release of Security Interest in Trademarks]