

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nautica Aquarium, LLC		02/04/2022	Limited Liability Company: OHIO
Nautica Entertainment, LLC		02/04/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Collateral Agent		
Street Address:	299 Park Avenue		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88482842	GREATER CLEVELAND AQUARIUM	
Serial Number:	90903348	JACOBS PAVILION	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	02/07/2022		
Total Attachments: 5			
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First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of February 4, 2022, by NAUTICA AQUARIUM, LLC and NAUTICA ENTERTAINMENT, LLC (individually, a “Pledgor” and collectively, the “Pledgors”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the “Collateral Agent”) pursuant to the Amended and Restated Credit Agreement, dated as of February 4, 2022, among Jacobs Entertainment, Inc., Borrower, the Collateral Agent and the Lenders and other parties from time to time party thereto.

WITNESSETH:

WHEREAS, the Pledgors are party to that certain First Lien Security Agreement, dated as of October 29, 2012 (as amended by Amendment No. 1 to First Lien Security Agreement, dated as of February 7, 2017 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Pledgors hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto; and
- (b) all Goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the First Lien Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control unless the Collateral Agent shall otherwise determine.

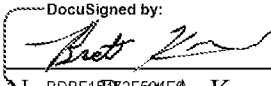
SECTION 4. Termination. Upon the full performance of the Secured Obligations, this First Lien Trademark Security Agreement shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form as may be necessary or proper to release the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this First Lien Trademark Security Agreement.

[signature page follows]


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

Very truly yours,

NAUTICA AQUARIUM, LLC


By: 
Name: Brett A. Kramer
Title: Chief Financial Officer

NAUTICA ENTERTAINMENT, LLC

By: 
Name: Brett A. Kramer
Title: Chief Financial Officer

Accepted and Agreed:

CAPITAL ONE, NATIONAL ASSOCIATION, as Collateral Agent

By:  _____
Name: Eric Purzycki
Title: Duly Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Nautica Aquarium, LLC	GREATER CLEVELAND AQUARIUM	88482842	06/21/2019	6032310	04/14/2020
2.	Nautica Entertainment, LLC	JACOBS PAVILION	90903348	08/26/2021		