

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM707059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FULL HOUSE RESORTS, INC.		02/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
Internal Address:	ATTENTION: FULL HOUSE RESORTS NOTES ADMINISTRATOR		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90575433	RISING STAR VIP CLUB	
Serial Number:	90575468	RISING STAR VIP CLUB	
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>			
Phone:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-1032		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	02/08/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by FULL HOUSE RESORTS, INC., a Delaware corporation (the “**Grantor**”), in favor of Wilmington Trust, National Association, as collateral trustee for the benefit of the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity and together with its successors and assigns in such capacity, the “**Collateral Trustee**”).

WHEREAS, the Grantor has issued 8.250% Senior Secured Notes due 2028 in an aggregate principal amount of \$410,000,000 pursuant to an Indenture, dated as of February 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Grantor, the guarantors party thereto from time to time and Wilmington Trust, National Association, as trustee (in such capacity and together with its successors in such capacity, the “**Trustee**”);

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as of March 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantor, the guarantors party thereto from time to time, Capital One, National Association, as administrative agent (in such capacity and together with its successors and assigns in such capacity, the “**Administrative Agent**”), and the lenders party thereto from time to time, which provides for a \$40,000,000 revolving credit facility;

WHEREAS, the Grantor has entered into that certain Collateral Trust Agreement, dated as of February 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Trust Agreement**”), among the Grantor, the other grantors party thereto from time to time, the Collateral Trustee, the Trustee, the Administrative Agent and the other Secured Debt Representatives (as defined in the Collateral Trust Agreement) from time to time party thereto;

WHEREAS, the Grantor has executed and delivered that certain Security Agreement, dated as of February 12, 2021, in favor of the Collateral Trustee for the benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement (including by reference to other agreements);

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantor, to the Collateral Trustee for the ratable benefit of the Secured Parties, and has agreed to execute and deliver to the Collateral Trustee any document required to acknowledge, confirm, register, record or perfect the Collateral Trustee’s interest in any part of such Intellectual Property; and

WHEREAS, the Grantor has agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities.

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

SECTION 1. GRANT OF SECURITY. As security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all of the Secured Obligations, the Grantor does hereby assign and transfer unto the Collateral Trustee, for the benefit of the Secured Parties, and does hereby pledge and grant to the Collateral Trustee, for the benefit of the Secured Parties, a continuing security interest in and lien on all of the right, title and interest of the Grantor in, to and under all intellectual property, whether arising under United States, state, multinational or foreign laws or otherwise, including, without limitation all of the Grantor's right, title and interest in, to and under the following (collectively, the "**Intellectual Property Collateral**"):

1.1 Trademarks. All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, trade dress, logos, other source or business identifiers, designs and general intangibles of a like nature and all registrations, recordings and applications for any of the foregoing including, but not limited to: (a) the registrations, recordings and applications referred to in Schedule 1 hereto; (b) all extensions and renewals, and any right to obtain any extensions or renewals, of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trademarks**").

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Assets.

SECTION 2. RECORDATION. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission, "pdf" or similar electronic copy shall be as effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Trustee, 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 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 similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Collateral Trustee is under no

obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Collateral Trustee pursuant to procedures approved by it. Each of the parties represents and warrants to the other parties that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

SECTION 4. CONFLICT PROVISION. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. MISCELLANEOUS

5.1 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTERESTS GRANTED HEREUNDER)).

5.2 Consent to Jurisdiction; Waiver of Jury Trial. Sections 7.15 and 7.16 of the Collateral Trust Agreement are incorporated herein as if specifically set forth herein and made applicable hereto mutatis mutandis.

5.3 Collateral Trust Agreement. All rights and remedies of the Collateral Trustee hereunder are, as between the Trustee, the Collateral Trustee, the Administrative Agent and the other Secured Debt Representatives (as defined in the Collateral Trust Agreement), subject to the terms of the Collateral Trust Agreement. This provision is for the benefit of, and may be enforced exclusively by, the Trustee, the Administrative Agent, the Collateral Trustee and the other Secured Debt Representatives (as defined in the Collateral Trust Agreement) only. For the avoidance of doubt, this provision is not for the benefit of the Grantor and may not, under any circumstances, be enforced by the Grantor. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by such Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement. In the event of any conflict between the terms of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement will govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

FULL HOUSE RESORTS, INC.

By: 
Name: **LEWIS FANGER**
Title: **SVP, CFO & TREASURER**

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

By: 
Name: Quinton M. DePompolo
Title: Banking Officer

SCHEDULE 1
to Intellectual Property Security Agreement

#	Owner	Mark	Application/ Registration No.	Status
1.	Full House Resorts, Inc.	CM (and design) 	90629091	Pending
2.	Full House Resorts, Inc.	CM Chamonix Casino Hotel Colorado (and design) 	90629084	Pending
3.	Full House Resorts, Inc.	European Elegance with Colorado Comfort	90629097	Pending
4.	Full House Resorts, Inc.	Rising Star VIP Club	90575433	Registered
5.	Full House Resorts, Inc.	Rising Star VIP Club (and design) 	90575468	Registered
6.	Full House Resorts, Inc.	Goldminer's Daughter	90518300	Pending
7.	Full House Resorts, Inc.	Chamonix Casino Hotel at Cripple Creek	90518336	Pending
8.	Full House Resorts, Inc.	The Temporary by American Place (and design) 	97213063	Pending
9.	Full House Resorts, Inc.	THE TEMP	97215723	Pending
10.	Full House Resorts, Inc.	THE TEMPORARY	97215731	Pending