

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 6750/0699		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIBC Bank USA		02/24/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Gold Rush Amusements, Inc.		
Street Address:	5277 Trillium Blvd		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60192		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86940265	GOLD RUSH GAMING	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11553-113		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	02/24/2022		
Total Attachments: 4			
source=CIBC_Gold Rush - Termination and Release of Trademark Security Agreement#page1.tif			
source=CIBC_Gold Rush - Termination and Release of Trademark Security Agreement#page2.tif			

CH \$40.00 86940265

source=CIBC_Gold Rush - Termination and Release of Trademark Security Agreement#page3.tif

source=CIBC_Gold Rush - Termination and Release of Trademark Security Agreement#page4.tif

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of February 24, 2022 (the “Release”), from **CIBC BANK USA**, as administrative agent for itself and the Lenders party to the Credit Agreement described below (in such capacity, together with its successors and assigns, the “Administrative Agent”), to **GOLD RUSH AMUSEMENTS, INC.**, an Illinois corporation (“Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of September 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and that certain Guaranty and Collateral Agreement dated as of September 20, 2019 (as amended, restated, supplemented, reaffirmed or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), Grantor granted to the Administrative Agent a security interest (the “Security Interest”) in certain collateral;

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of September 20, 2019 (the “Trademark Security Agreement”), by and between the Administrative Agent and Grantor, Grantor, by reference to the Credit Agreement and the Guaranty and Collateral Agreement, reaffirmed their intent to grant to the Administrative Agent the Security Interest specifically in the Collateral (as specified in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 20, 2019 at Reel 6750 and Frame 0699; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Collateral, including the items of Collateral set forth on Schedule I attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement and the Loan Documents (defined in the Credit Agreement), as applicable.

2. Release of Security Interest. The Administrative Agent hereby terminates, releases, and discharges, without recourse, representation, or warranty, its Security Interest in the Collateral, including:

(a) each trademark and trademark application owned by Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be

deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(b) each trademark license to which Grantor is a party, together with all goodwill associated therewith; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license,

and any right, title, or interest of the Administrative Agent in such Collateral shall hereby cease and become void. The Administrative Agent reassigns to the Grantor any and all such right, title, and interest (if any) that the Administrative Agent may have in, to, and under the Collateral.

3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.


4. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

[remainder of page intentionally left blank]

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

Administrative Agent:

CIBC BANK USA

By:  _____
Name: Adrian Abonce
Its: Managing Director

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

The below trademarks are owned by Gold Rush Amusements, Inc.:

<u>Trademark Description</u>	<u>Serial/Registration No.</u>	<u>Date Registered</u>
“Gold Rush Gaming”	U.S. 86940265	5-23-17
“Gold Rush Gaming”	IL 109008	3-24-16

Schedule I

VP/#54927277.2

RECORDED: 02/24/2022

**TRADEMARK
REEL: 007642 FRAME: 0692**