

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Century Casinos, Inc.		04/01/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	2001 Ross Ave, 29th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3011445		
Registration Number:	3722967	MOUNTAINEER CASINO RACETRACK & RESORT	
Registration Number:	3702323	MOUNTAINEER CASINO RACETRACK & RESORT	
Registration Number:	2930876	THE GRANDE HOTEL AT MOUNTAINEER	
Registration Number:	2994578	THE GRANDE HOTEL AT MOUNTAINEER	
Registration Number:	2928951	THE HARV	
Registration Number:	2928952	THE HARV	
Registration Number:	2994601	THE SPA AT MOUNTAINEER	
Registration Number:	2994602	THE SPA AT MOUNTAINEER	
Registration Number:	3048779	WEST VIRGINIA DERBY	
Registration Number:	3015021	WEST VIRGINIA DERBY	
Registration Number:	3345168	RACELINEBET.COM	
Registration Number:	3345146	RACELINEBET	
Registration Number:	2511368	SPEAKEASY	
Registration Number:	3424464	CENTURY CASINO	
Registration Number:	3416003	CENTURY CASINO	
Registration Number:	3451133	CENTURY CASINO	
Registration Number:	3424463	CENTURY CASINO	
Registration Number:	3424462	CENTURY CASINO	

OP \$640.00 3011445

Property Type	Number	Word Mark
Registration Number:	3416002	CENTURY CASINO
Registration Number:	3424461	CENTURY CASINO
Registration Number:	3424460	CENTURY CASINO
Registration Number:	3424459	CENTURY CASINO
Registration Number:	3424458	CENTURY CASINO
Registration Number:	5646079	CENTURY DOWNS

CORRESPONDENCE DATA

Fax Number: 3129939767
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: 3128767700
Email: thomas.buettner@lw.com
Correspondent Name: Thomas J. Buettner
Address Line 1: Latham & Watkins LLP
Address Line 2: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	022411-1370
NAME OF SUBMITTER:	Thomas J. Buettner
SIGNATURE:	/tjb/
DATE SIGNED:	04/04/2022

Total Attachments: 15
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2022, by CENTURY CASINOS, INC. (the “Pledgor”), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties pursuant to the Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Century Casinos, Inc., a Delaware corporation (“Borrower”), the guarantors from time to time party thereto, the lenders from time to time party thereto, Goldman Sachs Bank USA, in its capacity as administrative agent, Collateral Agent and the other parties party thereto.

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Pledgor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property Collateral, including the Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following Pledged Collateral of the Pledgor (collectively, “Trademark Collateral”):

(a) Trademarks and Trademark Licenses of the Pledgor, including those listed on Schedule I attached hereto; and

(b) the right to receive all Proceeds of any and all of the foregoing;

in each case of the foregoing clauses (a) and (b), other than Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent and Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall, at the expense of such Pledgor, execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Purpose. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSIES, DISPUTES, OR CAUSES OF ACTION (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) BASED UPON OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

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

Very truly yours,

CENTURY CASINOS, INC.


By: *Margaret Stapleton*
Name: Margaret Stapleton
Title: Chief Financial Officer & Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007679 FRAME: 0200

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: Thomas Manning
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]