

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Entertainment, Inc.		05/03/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 110			
Property Type	Number	Word Mark	
Registration Number:	4201997	1740 BARBIER	
Registration Number:	4292385	18 STEAK	
Registration Number:	4057631	1904 STEAKHOUSE	
Registration Number:	4905171	AMERISPORTS	
Registration Number:	2697230	AMERISTAR	
Registration Number:	4252452	AMERISTAR	
Registration Number:	3521003	AMERISTAR CARES	
Registration Number:	1971539	AMERISTAR CASINO	
Registration Number:	2132916	AMERISTAR CASINO	
Registration Number:	3785266	ARA	
Registration Number:	3699609	ARA SPA	
Registration Number:	5535186	BE A MOMENT MAKER	
Registration Number:	4905533	BE THE BEST YOU	
Registration Number:	4918556	BE THE BEST YOU	
Registration Number:	4265606	BON TEMPS BUFFET	
Registration Number:	4247387	BON TEMPS BUFFET	
Registration Number:	3387073	BONUS REWARDS	
Registration Number:	1866988	BOOMTOWN	
Registration Number:	2922349	BOTTLENECK BLUES BAR	

OP \$2765.00 4201997

Property Type	Number	Word Mark
Registration Number:	3861795	BURGER BROTHERS RIVER CITY HAND CRAFTED
Registration Number:	2080518	CACTUS PETES
Registration Number:	2145768	CACTUS PETES
Registration Number:	3325990	CONTRABAND BAYOU
Registration Number:	3750718	CONTRABAND BAYOU
Registration Number:	5834153	FISHERMAN'S KEEP
Registration Number:	4905828	GET THE FEELING
Registration Number:	4905829	GET THE FEELING
Registration Number:	3325991	GLOBAR
Registration Number:	3291623	HEARTLAND POKER TOUR
Registration Number:	4703905	HPT
Registration Number:	4703382	HPT
Registration Number:	4443014	HPT HEARTLAND POKER TOUR
Registration Number:	5020033	HPT500 HEARTLAND POKER TOUR
Registration Number:	3842615	JUDY'S VELVET LOUNGE
Registration Number:	3842616	JUDY'S VELVET LOUNGE
Registration Number:	3861798	JUDY'S VELVET LOUNGE
Registration Number:	3861799	JUDY'S VELVET LOUNGE
Registration Number:	4106897	L'AUBERGE
Registration Number:	4106899	L'AUBERGE
Registration Number:	4106901	L'AUBERGE
Registration Number:	4176856	L'AUBERGE
Registration Number:	4176858	L'AUBERGE
Registration Number:	4195643	L'AUBERGE
Registration Number:	4280362	L'AUBERGE
Registration Number:	4280364	L'AUBERGE
Registration Number:	4343096	L'AUBERGE
Registration Number:	4343098	L'AUBERGE
Registration Number:	4361825	L'AUBERGE
Registration Number:	4106896	L'AUBERGE
Registration Number:	4106898	L'AUBERGE
Registration Number:	4106900	L'AUBERGE
Registration Number:	4176855	L'AUBERGE
Registration Number:	4176857	L'AUBERGE
Registration Number:	4195642	L'AUBERGE
Registration Number:	4272875	L'AUBERGE
Registration Number:	4280361	L'AUBERGE
Registration Number:	4280363	L'AUBERGE

Property Type	Number	Word Mark
Registration Number:	4343095	L'AUBERGE
Registration Number:	4343097	L'AUBERGE
Registration Number:	4860505	MAJOR DENIM
Registration Number:	3854651	MEADOWS MILLIONS
Registration Number:	2996508	MERK & TYLER COMPANY
Registration Number:	3951506	
Registration Number:	2722259	MORE CASINO MORE FUN
Registration Number:	2520214	MORE CASINO. MORE FUN.
Registration Number:	5078420	MY MOMENT. MY CHOICE.
Registration Number:	5078419	MY MOMENT. MY CHOICE.
Registration Number:	4155474	MYCASH
Registration Number:	4038774	MYCHOICE
Registration Number:	5769835	MYCHOICE MILLIONAIRE
Registration Number:	4180024	PINNACLE ENTERTAINMENT FOUNDATION
Registration Number:	4927993	PINNACLE ENTERTAINMENT FOUNDATION
Registration Number:	4893484	PLAY LEGENDARY
Registration Number:	4247273	R S RED STICK POKER ROOM
Registration Number:	4242606	RED STICK POKER ROOM
Registration Number:	3683485	RIVER CITY
Registration Number:	3787693	RIVER CITY
Registration Number:	3832887	RIVER CITY
Registration Number:	3850296	RIVER CITY
Registration Number:	3944382	RIVER CITY
Registration Number:	3961534	RIVER CITY
Registration Number:	5018526	RIVER CITY
Registration Number:	4210878	RIVER DOWNS
Registration Number:	4198381	RIVER DOWNS
Registration Number:	4201827	RIVER DOWNS
Registration Number:	5834152	SHRIMP-A-PALOOZA
Registration Number:	4116101	SIP - SAVOR - CELEBRATE
Registration Number:	3357169	SPA DU LAC
Registration Number:	2845639	STAR AWARDS
Registration Number:	3861794	THE GREAT FOOD EXPOSITION
Registration Number:	2656162	THE MEADOWS ESTABLISHED IN 1963
Registration Number:	2674278	THE MEADOWS
Registration Number:	3425318	THE MEADOWS
Registration Number:	3664073	THE MEADOWS
Registration Number:	3687431	THE MEADOWS

Property Type	Number	Word Mark
Registration Number:	4026326	THE MEADOWS
Registration Number:	4744803	THE MEADOWS CASINO
Registration Number:	4757043	THE MEADOWS CASINO
Registration Number:	4757047	THE MEADOWS CASINO
Registration Number:	4744799	THE MEADOWS CASINO
Registration Number:	4863823	THE MEADOWS CASINO
Registration Number:	4863824	THE MEADOWS CASINO
Registration Number:	4757048	THE MEADOWS CASINO RACETRACK HOTEL
Registration Number:	4757041	THE MEADOWS CASINO RACETRACK HOTEL
Registration Number:	4003966	THE OWNERS CLUB
Registration Number:	5924285	THE SPORTSBOOK AT BOOMTOWN CASINO BILOXI
Registration Number:	3353371	VIBE
Registration Number:	5640142	VIBE
Registration Number:	5640143	VIBE
Serial Number:	97261015	MYCHOICE

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 039948-0024

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 05/03/2022

Total Attachments: 24

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 3, 2022 (this “Trademark Security Agreement”), made by Penn National Gaming, Inc., Absolute Games, LLC, CRC Holdings, Inc., GREEKTOWN CASINO, L.L.C., Hollywood Casinos, LLC, LVGV, LLC, Penn Interactive Ventures, LLC, Penn National Turf Club, LLC, Pinnacle Entertainment, Inc., Rocket Speed, Inc., Sam Houston Race Park LLC, St. Louis Gaming Ventures, LLC, Valley Race Park LLC and Zia Park LLC (each individually, a “Pledgor,” and collectively, the “Pledgors”), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement and the other Credit Documents (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are parties to a Second Amended and Restated Security Agreement, dated as of the date hereof (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 Pledgors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, certain of the Pledgors previously entered into a Trademark Security Agreement, dated as of December 4, 2013 (the “2013 Agreement”), in favor of the Collateral Agent;

WHEREAS, Rocket Speed, Inc. (f/k/a Rocket Games, Inc.) previously entered into a Trademark Security Agreement, dated as of September 19, 2016 (the “2016 Agreement”), in favor of the Collateral Agent;

WHEREAS, certain of the Pledgors previously entered into a Trademark Security Agreement, dated as of January 19, 2017 (the “2017 Agreement”), in favor of the Collateral Agent;

WHEREAS, certain of the Pledgors previously entered into certain Trademark Security Agreements, each dated as of October 15, 2018 (collectively, the “2018 Agreements”), in favor of the Collateral Agent; and

WHEREAS, GREEKTOWN CASINO, L.L.C. previously entered into a Trademark Security Agreement, dated as of April 13, 2020 (the “2020 Agreement” and, together with the 2013 Agreement, the 2015 Agreement, the 2016 Agreement, the 2017 Agreement and the 2018 Agreements, the “Existing Agreements”), in favor of the Collateral Agent.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement and the other Credit Documents, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement (or, if not defined in the Security Agreement, in the Credit Agreement) and used herein have the meaning given to them in the Security Agreement (or the Credit Agreement, if applicable).

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all the Secured Obligations, 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 such Pledgor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all Trademarks listed on Schedule I attached hereto. "Trademarks" shall mean (i) all United States or State trademarks, trade names, organizational names, company names, business names, fictitious business names, trade styles, service marks, domain names, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, and all common-law rights related thereto arising under the laws of the United States or any State thereof, and (ii) the right to obtain all renewals thereof;
- (b) all Trademark Licenses listed on Schedule I attached hereto. "Trademark Licenses" shall mean any agreement, whether written or oral, providing for the grant by or to any Pledgor of any right to use any Trademark; and
- (c) all Proceeds of any of the foregoing (in each case, other than Excluded Property, including any United States applications for trademarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the trademark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d)).

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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Pledged Trademark Collateral made and granted hereby are more fully set forth in the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The provisions of Section 13.04(g) of the Credit Agreement shall apply with respect to the release of a security interest in any of the Pledged Trademark Collateral created pursuant to this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument,

and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. 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 WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAW OF ANOTHER JURISDICTION.

SECTION 7. Existing Agreements. Nothing in this Trademark Security Agreement is intended by any party, or may be construed by any party, to affect the continuing priority of the liens granted under the Existing Agreements, with respect to the Pledged Trademark Collateral. To the extent any Pledgor is a “Pledgor” under, and as defined in, the Existing Agreements, such Pledgor reaffirms the security interest granted with respect to the Pledged Trademark Collateral pursuant to the Existing Agreements.

[Signature pages follow]

IN WITNESS WHEREOF, each 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.

PENN NATIONAL GAMING, INC.

By: 
Name: Felicia R. Hendrix
Title: Executive Vice President and Chief
Financial Officer

GREEKTOWN CASINO, L.L.C.

By: GREEKTOWN HOLDINGS, L.L.C.
its sole manager

By: PENN TENANT III, LLC
its sole manager

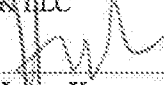
By: PENN NATIONAL GAMING, INC.,
its sole member

By: *Felicia A. Hendrix*
Name: Felicia Hendrix
Title: Executive Vice President, Chief Financial Officer

[Signature Page to Trademark Security Agreement]

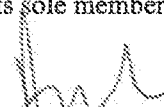
TRADEMARK
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ABSOLUTE GAMES, LLC
CRC HOLDINGS, INC.
PENN INTERACTIVE VENTURES, LLC
PENN NATIONAL TURF CLUB, LLC
PINNACLE ENTERTAINMENT, INC.
ST. LOUIS GAMING VENTURES, LLC
ZIA PARK, LLC

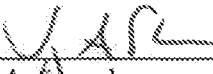
By: 
Name: Harper Ko
Title: Secretary

HOLLYWOOD CASINOS, LLC

By: CRC Holdings, Inc.,
as its sole member

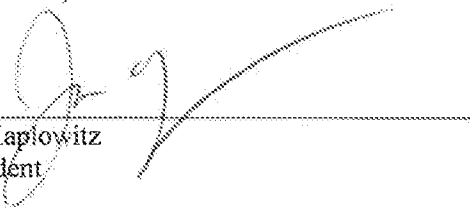
By: 
Name: Harper Ko
Title: Secretary

LVGV, LLC

By: 
Name: Jay A. Snowden
Title: President

ROCKET SPEED, INC.

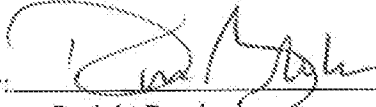
By: _____
Name: Jon Kaplowitz
Title: President

A handwritten signature in black ink, appearing to read 'Jon Kaplowitz', is written over a horizontal dotted line. The signature is stylized and extends to the right of the line.

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SAM HOUSTON RACE PARK LLC
VALLEY RACE PARK LLC

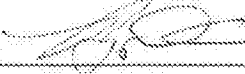
By:  _____

Name: Dwight Berube

Title: Vice President and General Manager

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By:  _____

Name: Brian D. Corum

Title: Managing Director

[Signature Page to Trademark Security Agreement]