

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM736078

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Parkwest Bicycle Casino LLC		05/12/2022	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Comerica Bank, as Agent
<b>Street Address:</b>	411 W. Lafayette Blvd.
<b>Internal Address:</b>	Corporate Finance, MC 3289
<b>City:</b>	Detroit
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48226
<b>Entity Type:</b>	Chartered Bank: TEXAS

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2072315	BIG POKER OKTOBER
Registration Number:	2070331	LEGENDS OF POKER TOURNAMENT
Registration Number:	1963134	WINNIN' O' THE GREEN
Registration Number:	2702222	TBC THE BICYCLE CASINO
Registration Number:	3058598	LEGENDS OF POKER
Registration Number:	3459551	THE BIKE
Registration Number:	4711841	WE'VE GOT STYLE TO OUR GAME
Registration Number:	4762016	B THE BICYCLE CASINO HOTEL
Registration Number:	4973327	B
Registration Number:	6194109	BICYCLE CASINO
Registration Number:	6280504	BICYCLE CASINO

## CORRESPONDENCE DATA

Fax Number: 2134432926

*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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: SHEPPARD, MULLIN, RICHTER &amp; HAMPTON LLP

TRADEMARK

**Address Line 1:** 333 S. HOPE ST., 43RD FLOOR  
**Address Line 2:** ATTN: J. CRAVITZ  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 032A-337516

**NAME OF SUBMITTER:** Julie Cravitz

**SIGNATURE:** /julie cravitz/

**DATE SIGNED:** 06/21/2022

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2022, is made by each of the entities listed on the signature pages hereof (each a “**Debtor**” and, collectively, the “**Debtors**”), in favor of Comerica Bank (“**Comerica**”), as administrative agent for and on behalf of the Lenders (as defined below) (in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, Park West Casinos, Inc., a California corporation (“**Parent Borrower**”) and Parkwest Bicycle Casino LLC, a California limited liability company (“**Parkwest Bicycle**”; and together with Parent Borrower, each, individually a “**Borrower**,” and collectively the “**Borrowers**”) have entered into that certain Revolving Credit and Term Loan Agreement, dated as of April 12, 2022 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “**Credit Agreement**”) with each of the financial institutions party thereto (collectively, including their respective successors and assigns (and, for the avoidance of doubt, including the Swing Line Lender and the Issuing Lender), the “**Lenders**”) and the Agent;

WHEREAS, all of the Debtors are party to that certain Security Agreement dated as of April 12, 2022 in favor of the Agent (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Debtor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness, hereby collaterally assigns and pledges to the Agent, for the benefit of the Agent and the Lenders, and grants to the Agent, for the benefit of the Agent and the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Debtor (the “**Trademark Collateral**”):

- (a) all Trademarks owned by such Debtor, including those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at

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law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 Agent pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the 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 conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Debtor Remains Liable. Each Debtor hereby agrees that, anything herein to the contrary notwithstanding, such Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signature delivered by a party via facsimile or other electronic transmission shall be deemed to be an original signature hereto; provided, however, that the facsimile or other electronic transmission shall be promptly followed by an original if required by the Agent.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.** In addition, the provisions of Section 7.6, 7.8, 7.10 and 7.11 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

DEBTOR:

PARKWEST BICYCLE CASINO LLC,  
a California limited liability company

By:   
Name: John H. Park  
Title: Chief Executive Officer

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