

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Intellectual Property (Trademarks)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tropicana Las Vegas, Inc.		12/30/2022	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	One Columbus Circle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Aktiengesellschaft (Ag): GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5365526	SKY BEACH CLUB	
Registration Number:	4412951	BACIO	
Registration Number:	5527192	TROPICANA LAS VEGAS	
Registration Number:	5527191	TROPICANA LAS VEGAS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
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:	030705-0092		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/30/2022		
Total Attachments: 5			
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source=Bally's - Trop LV Joinder - IP Security Agreement (Trademarks) (December 2022) Executed#page2.tif			

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY (TRADEMARKS)**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (TRADEMARKS) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of December 30, 2022 by and from TROPICANA LAS VEGAS, INC., a Nevada corporation (the "Grantor"), to and in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Bally's Corporation, a Delaware corporation (the "Borrower"), certain Subsidiaries of Borrower, Grantee, Deutsche Bank AG New York Branch, as Administrative Agent, the Lenders and certain other financial institutions entered into that certain Credit Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of Borrower and Grantee entered into that certain U.S. Security Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office (the "USPTO").

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made by the Grantor to Grantee on behalf of the Secured Parties to secure the satisfactory performance and payment when due of all the Secured Obligations. Upon Payment in Full of the Secured Obligations, Grantee shall promptly execute, acknowledge and deliver to the Grantor, all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) In order to secure the payment and performance when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Secured Obligations, the Grantor hereby grants to Grantee for the benefit of the Secured Parties a lien on and security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

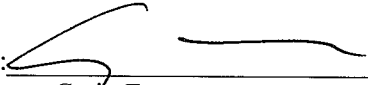
3) Interpretation. This Confirmatory Grant and any claims, controversies, disputes, or causes of action (whether arising under contract law, tort law or otherwise) based upon or relating to this Confirmatory Grant shall be governed by, and construed in accordance with, the law of the State of New York without giving effect to any choice of law principles that would apply the law of another jurisdiction. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) Recordation. The parties authorize the directors of the USPTO to record this Confirmatory Grant.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Grant effective as of the date first written above.

TROPICANA LAS VEGAS, INC.,
as a Grantor

By: 
Name: Craig Eaton
Title: Secretary

**DEUTSCHE BANK AG NEW YORK
BRANCH, as Grantee**

By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

By: 
Name: Suzan Onal
Title: Vice President
suzan.onal@db.com
212-250-3174

Exhibit A

SCHEDULE OF U.S. TRADEMARKS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
SKY BEACH CLUB	41, 43	86/897,239 02/04/2016	5365526 12/26/2017	Tropicana Las Vegas, Inc.
BACIO	43	85/450,247 10/18/2011	4412951 10/08/2013	Tropicana Las Vegas, Inc.
TROPICANA LAS VEGAS	41	85/451,453 10/19/2011	5527192 07/31/2018	Tropicana Las Vegas, Inc.
TROPICANA LAS VEGAS	43	85/451,418 10/19/2011	5527191 07/31/2018	Tropicana Las Vegas, Inc.

Ex. A-1

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RECORDED: 12/30/2022

TRADEMARK
REEL: 007935 FRAME: 0920