

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787825

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GRETNA RACING, LLC		02/17/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
<b>Street Address:</b>	ELEVEN MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5294894	STAGE 305	
<b>Registration Number:</b>	3723955	MAGIC CITY CASINO	
<b>Registration Number:</b>	3836213	MAGIC CITY CASINO	
<b>Registration Number:</b>	5705170	PUT A LITTLE MAGIC IN YOUR NIGHT	
<b>Registration Number:</b>	5998738	MAGIC CITY RACING	
<b>Registration Number:</b>	5935514	MAGIC CITY CASINO	
<b>Registration Number:</b>	5878231	MAGIC CITY CASINO	
<b>Registration Number:</b>	5942547	MAGIC CITY CASINO	
<b>Registration Number:</b>	5900985	MAGIC CITY	
<b>Serial Number:</b>	87921527	MAGIC CITY	
<b>Serial Number:</b>	88260525	MAGIC CITY	
<b>Serial Number:</b>	90693054	MAGIC CITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		

OP \$315.00 5294894

**Correspondent Name:** LATHAM & WATKINS LLP  
**Address Line 1:** 650 Town Center Drive, 20th Fl  
**Address Line 4:** Costa Mesa, CALIFORNIA 92708

**ATTORNEY DOCKET NUMBER:** 030786-0847

**NAME OF SUBMITTER:** KRISTIN J AZCONA

**SIGNATURE:** /KJA/

**DATE SIGNED:** 02/17/2023

**Total Attachments: 10**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES INTELLECTUAL PROPERTY**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of February 17, 2023 by and from GRETNA RACING, LLC, a Florida limited liability company ("Grantor") to and in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians (the "Tribe"), a federally recognized Indian tribe ("Borrower"), the subsidiaries of Borrower party thereto as guarantors entered into that certain Credit Agreement, dated as of May 31, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of December 24, 2019, as amended by that certain Second Amendment to Credit Agreement, dated as of February 17, 2023, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities from time to time party thereto as lenders and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the administrative agent.

WHEREAS, pursuant to the Credit Agreement, Grantor has executed and delivered a joinder to that certain Security Agreement, dated as of May 31, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the copyrights listed on Exhibit A attached hereto (the "Copyrights"), which Copyrights are pending or registered with the United States Copyright Office (the "USCO").

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

WHEREAS, Grantor owns the patents listed on Exhibit C attached hereto (the "Patents"), which Patents are pending or registered with the USPTO.

WHEREAS, Grantor is licensee of the trademarks listed on Exhibit D attached hereto (the "Licensed Trademarks", and together with the Copyrights, Trademarks and the Patents, the "Intellectual Property"), which Licensed Trademarks are pending or registered with 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 Grantor to Grantee on behalf of the Secured Parties to secure the satisfactory performance and payment when due of all the Secured Obligations (as defined in the Security Agreement). Upon Payment in Full of the Secured Obligations, Grantee shall promptly execute, acknowledge and deliver to the Grantors, all reasonably requested instruments in writing releasing the security interest in the Intellectual Property 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 (as defined in the Security Agreement), Grantor has granted to Grantee for the benefit of the Secured Parties:

(i) With respect to the Copyrights, a lien on and security interest in (1) all of Grantor's right, title and interest in and to the Copyrights now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Copyrights and (3) all causes of action arising prior to or after the date hereof for infringement of such Copyrights or unfair competition regarding the same;

(ii) With respect to the Trademarks, a lien on and security interest in (1) all of 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 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;

(iii) With respect to the Patents, a lien on and security interest in (1) all of Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Patents and (3) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same; and

(iv) With respect to the Licensed Trademarks, a lien on and security interest in (1) all of Grantor's right, title and interest in and to the trademark registrations and trademark applications under and to the extent set forth in and permitted by the license to Grantor of such trademark registrations and trademark applications, together with (2) all proceeds thereof.

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 USCO and the USPTO to record this Confirmatory Grant.

5) Incorporation by Reference. The provisions of Sections 13.09, 13.21 and 13.22 of the Credit Agreement are hereby incorporated *mutatis mutandis* herein by this reference and shall apply to this Confirmatory Grant as if fully set forth herein.

[Signature Pages Follow]

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

**GRETNA RACING, LLC**

as a Grantor

By: PCI Gaming Authority, its sole  
managing member

By: 

Name: James Dorris

Title: Chief Executive Officer

[Signature Page to Confirmatory Grant of Intellectual Property]

**TRADEMARK**  
**REEL: 007975 FRAME: 0416**

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**  
as Grantee



By: \_\_\_\_\_  
Name: D. Andrew Maletta  
Title: Authorized Signatory


By:  \_\_\_\_\_  
Name: John Basilici  
Title: Authorized Signatory

Exhibit A  
SCHEDULE OF U.S. COPYRIGHTS

None.



Exhibit B  
 SCHEDULE OF U.S. TRADEMARKS

Trademark	Application Number Application Date	Registration Number Registration Date	Owner
STAGE 305	87/321814 2/2/2017	5294894 9/26/2017	Gretna Racing, LLC
MAGIC CITY CASINO	77/513092 7/2/2008	3723955 12/8/2009	Gretna Racing, LLC
MAGIC CITY CASINO	77/854770 10/22/2009	3836213 8/17/2010	Gretna Racing, LLC
PUT A LITTLE MAGIC IN YOUR NIGHT	87/907379 5/4/2018	5705170 3/19/2019	Gretna Racing, LLC
MAGIC CITY	87/921527 5/15/2018	10/8/2019	Gretna Racing, LLC
MAGIC CITY RACING	88/235791 12/19/2018	5998738 2/25/2020	Gretna Racing, LLC

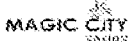


Trademark	Application Number Application Date	Registration Number Registration Date	Owner
MAGIC CITY CASINO	88/260394 1/14/2019	5935514 12/17/2019	Gretna Racing, LLC
	88/260281 1/14/2019	5878231	Gretna Racing, LLC
	88/429117 5/14/2019	5942547 12/24/2019	Gretna Racing, LLC
MAGIC CITY	88/260525 1/14/2019		Gretna Racing, LLC
	88/260201 1/14/2019	5900985 11/5/2019	Gretna Racing, LLC
MAGIC CITY	90/693054 5/6/2021		Gretna Racing, LLC

Exhibit C  
SCHEDULE OF U.S. PATENTS

None.

Exhibit D

SCHEDULE OF LICENSED TRADEMARKS

None.