

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALIFORNIA COMMERCE CLUB, INC.		04/10/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking corporation: OHIO		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5141787	TIME'S UP	
Registration Number:	4308183	WHERE THE WORLD COMES TO PLAY	
Registration Number:	3321923	THE WORLD'S LARGEST CARD ROOM	
Registration Number:	3321924	THE WORLD'S LARGEST POKER CASINO	
Registration Number:	3152651	BRING YOUR HOME GAME HERE	
Registration Number:	3152652	HEAVENLY HOLD'EM	
Registration Number:	3152653	CALIFORNIA STATE POKER CHAMPIONSHIP	
Registration Number:	3147341	THE COMMERCE	
Registration Number:	3152654	L.A. POKER CLASSIC	
Registration Number:	3182331	L.A.'S FRIENDLIEST	
Registration Number:	3383448	THE WORLD'S LARGEST POKER ROOM	
Registration Number:	3443332	HOLD'EM CAPITAL OF THE WORLD	
Registration Number:	3212085	POKER CAPITAL OF THE WORLD	
Registration Number:	3147324	COMMERCE CASINO	
Registration Number:	3190630		
Serial Number:	97176103	THE COMMERCE CASINO & HOTEL	
CORRESPONDENCE DATA			
Fax Number:	7147558290		

OP \$415.00 5141787

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: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	063435-0007
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	04/12/2023

Total Attachments: 8

source=Commerce Casino - Intellectual Property Security Agreement EXECUTED#page1.tif
source=Commerce Casino - Intellectual Property Security Agreement EXECUTED#page2.tif
source=Commerce Casino - Intellectual Property Security Agreement EXECUTED#page3.tif
source=Commerce Casino - Intellectual Property Security Agreement EXECUTED#page4.tif
source=Commerce Casino - Intellectual Property Security Agreement EXECUTED#page5.tif
source=Commerce Casino - Intellectual Property Security Agreement EXECUTED#page6.tif
source=Commerce Casino - Intellectual Property Security Agreement EXECUTED#page7.tif
source=Commerce Casino - Intellectual Property Security Agreement EXECUTED#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “**Agreement**”) is made as of April 10, 2023, by and among CALIFORNIA COMMERCE CLUB, INC., a California corporation (“**Grantor**”) and FIFTH THIRD BANK, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Agent**”) under the Revolving Credit Agreement, dated as of April 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, the financial institutions from time to time party thereto as lenders (the “**Lenders**”), Agent, and the other parties party thereto.

RECITALS

Pursuant to the Credit Agreement, the Lenders have agreed to lend to Grantor certain funds (the “**Loan**”). To secure the Obligations under and as defined in the Credit Agreement, Grantor has entered into a Pledge and Security Agreement, dated the date hereof, in favor of Agent (the “**Security Agreement**”). The Credit Agreement, Security Agreement and any other document or agreement related thereto which now or hereafter evidences and/or secures the Loan are collectively referred to herein as the “**Loan Documents**”. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Security Agreement, or if not defined therein, in the Credit Agreement. Grantor is executing this Agreement as a supplement to and in consideration of the Lenders’ Loans to Grantor and for the purpose of carrying out the provisions of the Security Agreement and enabling Agent to register this Agreement with the U.S. Patent and Trademark Office or U.S. Copyright Office, as applicable.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due, whether by stated maturity, demand, acceleration or otherwise, of all existing and future Obligations (including interest, fees and expenses which, but for the filing of a petition under the Bankruptcy Code with respect to such Loan Party, would have accrued on any Obligation, whether or not a claim is allowed against such Loan Party for such interest in the related proceeding), whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown (the “**Secured Obligations**”), Grantor hereby grants a continuing security interest and lien to Agent, for the benefit of the Secured Parties, in and to Grantor’s entire right, title and interest in, to and under the following (all of which shall collectively be called the “**Collateral**”);

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those registered U.S. copyrights and copyright applications set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the issued U.S. patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation those registered U.S. trademarks and trademark applications set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past present and future infringement of any of the rights included above; with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing or anything else contained herein to the contrary, “**Collateral**” shall not include any Excluded Assets; provided that the foregoing exclusion shall in no way be (i) construed to apply if any such prohibition would be rendered ineffective under the Uniform Commercial Code or other applicable law (including the Bankruptcy Code) or principles of equity, (ii) construed so as to limit, impair or otherwise affect Agent’s unconditional continuing security interests in and liens upon any rights or interests of Grantor in or to the proceeds thereof, including monies due or to become due under any such gaming license, other license, lease, contract or agreement (including any Accounts Receivable), in each case, that are not subject to such prohibitions, or (iii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, “**Collateral**” shall include any portion of a gaming license, other license, lease, contract, agreement or assets subject thereto that does not result in such prohibition.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Effect of Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and

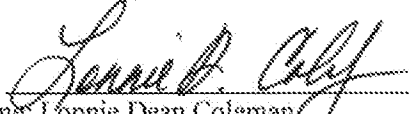
affirms that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Agreement may be executed in one or more counterparts, and by separate parties on separate counterparts, all of which shall constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

CALIFORNIA COMMERCE CLUB, INC.,
a California corporation

By: 
Name: Lonnie Dean Coleman
Title: Secretary and Chief Administrative Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008040 FRAME: 0369

ACKNOWLEDGED AND AGREED:

FIFTH THIRD BANK,
as Agent

By: Melissa Pollard
Name: Melissa Pollard
Title: SVP

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008040 FRAME: 0370

EXHIBIT A
List of Copyrights

None.


EXHIBIT B

List of Patents

None.

EXHIBIT C

List of Trademarks

Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner
THE COMMERCE CASINO & HOTEL	97176103 16-DEC-2021		California Commerce Club, Inc.
TIME'S UP	87101688 12-JUL-2016	5141787 14-FEB-2017	California Commerce Club, Inc.
WHERE THE WORLD COMES TO PLAY	85657790 21-JUN-2012	4308183 26-MAR-2013	California Commerce Club, Inc. DBA Commerce Casino
THE WORLD'S LARGEST CARD ROOM	76666480 22-SEP-2006	3321923 23-OCT-2007	California Commerce Club, Inc. DBA Commerce Casino
THE WORLD'S LARGEST POKER CASINO	76666481 22-SEP-2006	3321924 23-OCT-2007	California Commerce Club, Inc. DBA Commerce Casino
BRING YOUR HOME GAME HERE	76646427 08-SEP-2005	3152651 10-OCT-2006	California Commerce Club, Inc.
HEAVENLY HOLD'EM	76646428 08-SEP-2005	3152652 10-OCT-2006	California Commerce Club, Inc. DBA Commerce Casino
CALIFORNIA STATE POKER CHAMPIONSHIP	76646429 08-SEP-2005	3152653 10-OCT-2006	California Commerce Club, Inc. DBA Commerce Casino
THE COMMERCE	76646430 08-SEP-2005	3147341 26-SEP-2006	California Commerce Club, Inc. DBA Commerce Casino
L.A. POKER CLASSIC	76646431 08-SEP-2005	3152654 10-OCT-2006	California Commerce Club, Inc. DBA Commerce Casino
L.A.'S FRIENDLIEST	76646432 08-SEP-2005	3182331 12-DEC-2006	California Commerce Club, Inc. DBA Commerce Casino
THE WORLD'S LARGEST POKER ROOM	76646433 08-SEP-2005	3383448 12-FEB-2008	California Commerce Club, Inc. DBA Commerce Casino
HOLD'EM CAPITAL OF THE WORLD	76646434 08-SEP-2005	3443332 10-JUN-2008	California Commerce Club, Inc. DBA Commerce Casino
POKER CAPITAL OF THE WORLD	76646435 08-SEP-2005	3212085 27-FEB-2007	California Commerce Club, Inc.
COMMERCE CASINO	76643657 25-JUL-2005	3147324 26-SEP-2006	California Commerce Club, Inc. DBA Commerce Casino
Design Only 	76643422 22-JUL-2005	3190630 02-JAN-2007	California Commerce Club, Inc. DBA Commerce Casino