

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813912

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|---|---|-------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Land Holdings I, LLC | | 05/30/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank, as Agent | | |
| Street Address: | 411 W. Lafayette Blvd. | | |
| Internal Address: | Corporate Finance, MC 3289 | | |
| City: | Detroit | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48226 | | |
| Entity Type: | Chartered Bank: TEXAS | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5013167 | SCARLET PEARL | |
| Registration Number: | 4914935 | PRL | |
| Registration Number: | 4933554 | SCARLET PEARL | |
| Registration Number: | 4915158 | LAVA LINKS | |
| Registration Number: | 5087381 | S SCARLET PEARL CASINO RESORT | |
| Registration Number: | 5087382 | S SCARLET PEARL CASINO RESORT | |
| Registration Number: | 4985467 | S | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2134432926 | | |
| <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> | | | |
| Phone: | 213-617-5493 | | |
| Email: | jcravitz@sheppardmullin.com | | |
| Correspondent Name: | SHEPPARD, MULLIN, RICHTER & HAMPTON LLP | | |
| 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-369595 | | |

CH \$190.00 5013167

| | |
|--|-----------------|
| NAME OF SUBMITTER: | Julie Cravitz |
| SIGNATURE: | /julie cravitz/ |
| DATE SIGNED: | 05/30/2023 |
| Total Attachments: 5 source=Land Holdings I LLC - Trademark Security Agreement#page1.tif source=Land Holdings I LLC - Trademark Security Agreement#page2.tif source=Land Holdings I LLC - Trademark Security Agreement#page3.tif source=Land Holdings I LLC - Trademark Security Agreement#page4.tif source=Land Holdings I LLC - Trademark Security Agreement#page5.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2023 (this "Agreement"), 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, Land Holdings I, LLC, a Delaware limited liability company (the "Borrower") entered into that certain Credit Agreement, dated as of May 30, 2023 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, each of the financial institutions party thereto from time to time (collectively, including their respective successors and assigns permitted pursuant to the Credit Agreement (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 May 30, 2023 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "Security Agreement"), by and among the Borrower and other parties thereto, pursuant to which the Debtors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises therein 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 Borrower 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 payment and performance in full when due of the Indebtedness (whether at stated maturity, by acceleration or otherwise), hereby pledges, assigns, transfers and conveys to the Agent as collateral, and grants the Agent a continuing Lien on and security interest in, all of such Debtor's right, title and interest in and to the following, whether now owned or hereafter arising or acquired and wherever located (collectively, but excluding any Excluded Assets, the "Trademark] Collateral"):

- (a) all registered Trademarks and Trademark applications owned by such Debtor, including those referred to on Schedule 1 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 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 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 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 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. The words “execution”, “signed”, “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

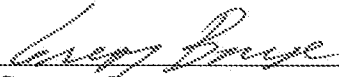
5.1 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS).

Section 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS). In addition, the provisions of Section 7.5(b), 7.5(c), 7.10, 7.11 and 7.14 of the Security Agreement are incorporated herein by reference, *mutatis mutandi*.**

[SIGNATURE PAGES FOLLOW]

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




LAND HOLDINGS I, LLC,
a Delaware limited liability company

By: 
Name: Gregory Bosarge
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Scarlet Pearl)]

TRADEMARK
REEL: 008086 FRAME: 0921

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

| Mark | Serial No. | File Date | Reg. No. | Reg. Date | Owner |
|--|------------|------------|----------|------------|----------------------|
| SCARLET PEARL | 85763013 | 10/25/2012 | 5013167 | 8/2/2016 | Land Holdings I, LLC |
| PRL | 86471186 | 12/4/2014 | 4914935 | 3/8/2016 | Land Holdings I, LLC |
| SCARLET PEARL | 86473996 | 12/8/2014 | 4933554 | 4/5/2016 | Land Holdings I, LLC |
| LAVA LINKS | 86565396 | 3/16/2015 | 4915158 | 3/8/2016 | Land Holdings I, LLC |
|  | 86577614 | 3/26/2015 | 5087381 | 11/22/2016 | Land Holdings I, LLC |
|  | 86577639 | 3/26/2015 | 5087382 | 11/22/2016 | Land Holdings I, LLC |
|  | 86978987 | 3/26/2015 | 4985467 | 6/21/2016 | Land Holdings I, LLC |