

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826075

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NHCG, LLC		07/21/2023	Limited Liability Company: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1525 West W.T. Harris Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6997344	THE LUCKY MOOSE CASINO & TAVERN	
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:	049275-0241		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/RHONDA DELEON/		
DATE SIGNED:	07/21/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 21, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Agreement**”), is made by NHCG, LLC, a New Hampshire limited liability company (the “**Grantor**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, EC NH Acquisition Company, LLC, a Delaware limited liability company (the “**Borrower**”), has entered into that certain Revolving Credit and Term Loan Agreement, dated as of July 21, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, the banks, financial institutions and other entities from time to time party thereto as lenders, Wells Fargo Bank, National Association, as administrative agent, and the other parties thereto;

WHEREAS, the Grantor and the other “**Grantors**” party thereto (as defined therein) have executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantor, to the Collateral Agent for the ratable benefit of the Secured Parties, and has agreed to execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record or perfect the Collateral Agent’s interest in any part of such Intellectual Property; and

WHEREAS, the Grantor has agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other Governmental Authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. GRANT OF SECURITY. The Grantor hereby assigns as collateral security to the Collateral Agent (for the ratable benefit of the Secured Parties), and grants to the Collateral Agent (for the ratable benefit of the Secured Parties) a security interest in and continuing lien on, all of the Grantor’s right, title and interest in, to and under the following property, in each

case whether now owned or existing or hereafter acquired or arising and wherever located and whether arising under United States, state, multinational or foreign laws or otherwise (collectively, but exclusive of any Excluded Collateral, the “**Intellectual Property Collateral**”), for the prompt and complete payment and performance in full when due and with all rights and remedies under the UCC and other applicable law (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations:

1.1 Trademarks. All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations, recordings and applications for any of the foregoing including, but not limited to: (i) any of the foregoing referred to in Schedule 1; (ii) all extensions and renewals, and any right to obtain any extensions and renewals, of any of the foregoing; (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “**Trademarks**”);

1.2 Patents. All United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) any of the foregoing referred to in Schedule 1; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations, and any right to obtain any reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations, thereof; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”);

1.3 Copyrights. All United States and foreign copyrights (including community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations, recordings and applications therefor including, without limitation, any of the foregoing referred to in Schedule 1; (ii) all extensions and renewals, and any right to obtain any extensions and renewals, thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights to sue for past, present and future infringements thereof; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “**Copyrights**”);

1.4 Intellectual Property. All rights, priorities and privileges with respect to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Patents and the Trademarks, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom (collectively, “**Intellectual Property**”); and

1.5 Proceeds. (i) All “proceeds” as defined in Article 9 of the UCC; and (ii) shall include whatever is receivable or received when Intellectual Property or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary (in each case, regardless of whether characterized as proceeds under the UCC), and any and all proceeds of the foregoing described in this Section 1.

Section 2. RECORDATION. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, as applicable, and any other applicable government officer, record this Agreement.

Section 3. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts (including by telecopy), 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. The words “execute,” “execution,” “signed,” “signature,” “delivery” and words of like import in or related to this Agreement or any document, amendment, approval, consent, waiver, modification, information, notice, certificate, report, statement, disclosure, or authorization to be signed or delivered in connection with this Agreement or the transactions contemplated hereby shall be deemed to include Electronic Signatures or execution in the form of an Electronic Record, and contract formations on electronic platforms approved by the Collateral Agent, deliveries or the keeping of records in electronic form, 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. Each party hereto agrees that any Electronic Signature or execution in the form of an Electronic Record shall be valid and binding on itself and each of the other parties hereto to the same extent as a manual, original signature. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the parties of a manually signed paper which has been converted into electronic form (such as scanned into PDF format), or an electronically signed paper converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it; provided that without limiting the foregoing, (i) to the extent the Collateral Agent has agreed to accept such Electronic Signature from any party hereto, the Collateral Agent and the other parties hereto shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of the executing party without further verification and (ii) upon the request of the Collateral Agent or any Secured Party, any Electronic Signature shall be promptly followed by an original manually executed counterpart thereof. Without limiting the generality of the foregoing, each party hereto hereby agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Collateral Agent, the Secured Parties and any of the Companies, electronic images of this Agreement (including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original.

Section 4. SEVERABILITY. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and

enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 5. CONFLICT PROVISION. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Section 6. CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL.

6.1 THE PROVISIONS OF (A) IN THE CASE OF THE COLLATERAL AGENT, THE CREDIT AGREEMENT AND (B) IN THE CASE OF THE GRANTOR, THE SUBSIDIARY GUARANTY, UNDER THE HEADINGS “CONSENT TO JURISDICTION” AND “WAIVER OF JURY TRIAL” ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT OR THE SUBSIDIARY GUARANTY.

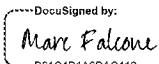
Section 7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTERESTS GRANTED HEREUNDER)).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

NHCG, LLC

By:  _____
Name: Marc Falcone
Title: Authorized Officer

**SCHEDULE 1
to Intellectual Property
Security Agreement**

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS

Trademark	Database	Status	Application Number and Date	Registration Number and Date	Owner Name
LUCKY MOOSE CASINO & TAVERN	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	90496991 01/29/2021	6997344 03/07/2023	NHCG, LLC

Schedule 1

US-DOCSM141895644.5

RECORDED: 07/21/2023

**TRADEMARK
REEL: 008140 FRAME: 0699**