

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM861863

|   |   |                       |                       |
|---|---|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | TRADEMARK SECURITY  |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                       |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>    |
| DELAWARE RACING ASSOCIATION   |   | 12/18/2023            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                       |
| <b>Name:</b>  | WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT |                       |                       |
| <b>Street Address:</b>  | 1700 LINCOLN ST., 3RD FLOOR                                 |                       |                       |
| <b>Internal Address:</b>  | ATTENTION: CUIT DEPARTMENT / MAC C7300-033                  |                       |                       |
| <b>City:</b>  | DENVER  |                       |                       |
| <b>State/Country:</b>   | COLORADO  |                       |                       |
| <b>Postal Code:</b>   | 80203   |                       |                       |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES                 |                       |                       |
| <b>PROPERTY NUMBERS Total: 6</b>  |   |                       |                       |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4377420   | GREENICE              |                       |
| <b>Registration Number:</b>   | 4863644   | ALWAYS IN PLAY        |                       |
| <b>Registration Number:</b>   | 2334387   | DELAWARE PARK         |                       |
| <b>Registration Number:</b>   | 2334386   | DELAWARE PARK         |                       |
| <b>Registration Number:</b>   | 2334385   | DELAWARE PARK         |                       |
| <b>Registration Number:</b>   | 2337277   | DELAWARE PARK         |                       |
| <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                      |                       |                       |
| <b>Correspondent Name:</b>  | LATHAM & WATKINS LLP  |                       |                       |
| <b>Address Line 1:</b>  | 650 Town Center Drive, 20th Fl                              |                       |                       |
| <b>Address Line 4:</b>  | Costa Mesa, CALIFORNIA 92626                                |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 049275-0248   |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Kristin J. Azcona   |                       |                       |
| <b>SIGNATURE:</b>   | /KJA/   |                       |                       |

OP \$165.00 4377420

**DATE SIGNED:**

12/18/2023

**Total Attachments: 9**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Agreement**”), is made by DELAWARE RACING ASSOCIATION, a Delaware corporation (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, the Grantor, as borrower, has entered into that certain Revolving Credit and Term Loan Agreement, dated as of December 18, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Grantor, 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 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 (but exclusive of any Excluded 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 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 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

1.3 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 Commissioner of Patents and Trademarks, 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:**

**DELAWARE RACING ASSOCIATION**

By:   
Name: Kevin DeLucia  
Title: Authorized Signatory

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: *Duc Dang*  
*Vice President*

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 008291 FRAME: 0451



**SCHEDULE 1**  
to Trademark  
Security Agreement

**TRADEMARKS, TRADEMARK LICENSES AND TRADEMARK APPLICATIONS**

| <b>Owner</b>                | <b>Mark</b>    | <b>Registration Number</b> | <b>Registration Date</b> | <b>Country/ State</b> | <b>Description</b>   |
|-----------------------------|----------------|----------------------------|--------------------------|-----------------------|--|
| DELAWARE RACING ASSOCIATION | ALWAYS IN PLAY | 4737420                    | May 19, 2015             | USA                   | IC 041: Entertainment services, namely, conducting horse races, providing slot machine parlors, providing casino facilities for video lottery, wagering services, casino gaming in the nature of table game services, conducting live poker games; organizing, conducting and operating table game tournaments in the nature of casino gaming tournaments; organizing, conducting and operating poker tournaments; lottery services; golf services in the nature of golf instruction, golf courses; organizing, conducting and operating golf tournaments, gambling services in the nature of simulcast services, namely, pari- mutuel racing; live entertainment in the nature of live musical and comedic presentations and boxing contests; and sweepstakes |

| Owner                       | Mark           | Registration Number | Registration Date | Country/State | Description   |
|-----------------------------|----------------|---------------------|-------------------|---------------|---|
| DELAWARE RACING ASSOCIATION | ALWAYS IN PLAY | 4863644             | December 1, 2015  | USA           | Entertainment services, namely, providing online and internet poker, blackjack, roulette, craps, and carnival game gaming services; online video game services; and computerized online social video gaming services. |
| DELAWARE RACING ASSOCIATION | DELAWARE PARK  | 2334387             | March 28, 2000    | USA           | Restaurant services.  |
| DELAWARE RACING ASSOCIATION | DELAWARE PARK  | 2334386             | March 28, 2000    | USA           | Wagering services.  |
| DELAWARE RACING ASSOCIATION | DELAWARE PARK  | 2334385             | March 28, 2000    | USA           | Retail shops, featuring souvenirs and gifts.  |

| Owner                       | Mark          | Registration Number | Registration Date | Country/State | Description   |
|-----------------------------|---------------|---------------------|-------------------|---------------|---|
| DELAWARE RACING ASSOCIATION | DELAWARE PARK | 2337277             | April 4, 2000     | USA           | Entertainment, namely, conducting horse races and providing slots/video lottery facilities. |