

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI3274

| | | | |
|-----------------------------------|-------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BANGKOK BANK PCL, NEW YORK BRANCH | | 01/29/2024 | Other: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Company Name: | EMPIRE RESORTS, INC. | | |
| Street Address: | 888 Resorts World Drive | | |
| City: | Monticello | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 12701 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Company Name: | EMPIRE RESORTS REAL ESTATE II, LLC | | |
| Street Address: | 888 Resorts World Drive | | |
| City: | Monticello | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 12701 | | |
| Entity Type: | Limited Liability Company: NEW YORK | | |
| Company Name: | MONTREIGN OPERATING COMPANY, LLC | | |
| Street Address: | 888 Resorts World Drive | | |
| City: | Monticello | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 12701 | | |
| Entity Type: | Limited Liability Company: NEW YORK | | |
| Company Name: | MONTICELLO RACEWAY MANAGEMENT, INC, | | |
| Street Address: | 888 Resorts World Drive | | |
| City: | Monticello | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 12701 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 12 | | | |

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| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 5008327 | ME. |
| Registration Number: | 5008326 | MONTREIGN |
| Registration Number: | 4983432 | MONTREIGN |
| Registration Number: | 5008325 | MONTREIGN |
| Registration Number: | 5913512 | DOS GATOS CANTINA |
| Registration Number: | 5953566 | DOS GATOS CANTINA AUTHENTIC MEXICAN CUISINE & TEQUILA BAR |
| Registration Number: | 5907723 | 24/7 BISTRO |
| Registration Number: | 5482641 | 24/7 DINER |
| Registration Number: | 5488008 | DOUBLETOP BAR & GRILL |
| Registration Number: | 5488145 | DOUBLETOP BAR & GRILL EST. 2018 |
| Registration Number: | 5378161 | UPPER DECK |
| Registration Number: | 5374558 | THE PRESS BOX |

CORRESPONDENCE DATA

Fax Number: 3125548015

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: 3125548000

Email: blc@pattishall.com,sms@pattishall.com

Correspondent Name: Bradley L. Cohn

Address Line 1: 200 S. Wacker Dr.

Address Line 2: Suite

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: SANDRA SENESE

SIGNATURE: SANDRA SENESE

DATE SIGNED: 02/06/2024

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Termination and Release"), dated as of January 29, 2024, is made by Bangkok Bank PCL, New York Branch, as lender (the "Secured Party"), in favor of (i) Empire Resorts, Inc., a Delaware corporation, (ii) Empire Resorts Real Estate II, LLC, a New York limited liability company, (iii) Montreign Operating Company, LLC, a New York limited liability company and (iv) Monticello Raceway Management, Inc., a New York corporation (each, a "Grantor" and collectively, the "Grantors"), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of March 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among, *inter alios*, the Grantors and the other grantors from time to time party thereto in favor of the Secured Party, and that certain Grant of Security Interest in Trademark Rights, dated as of March 23, 2020 and recorded with the United States Patent and Trademark Office on March 24, 2020 at Reel 6898/Frame 0743 (the "Grant of Security Interest in Trademark Rights"), as security for the payment or performance, as the case may be, in full of the Obligations, each Grantor granted to the Secured Party, its successors and assigns, for the benefit of the Lender, a lien on and security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the the Collateral (as hereinafter defined); and

WHEREAS, the Secured Party now desires to terminate and release the Trademark Security Agreement and the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Secured Party hereby agrees as follows:

1. Definitions. The term "Collateral" shall have the meaning set forth in the Grant of Security Interest in Trademark Rights, including all of each Grantor's right, title or interest in, to and under any and all of the Trademarks listed on Annex I attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreement or the Grant of Security Interest in Trademark Rights, as applicable.

2. Release of Security Interest. The Secured Party hereby absolutely, unconditionally and irrevocably terminates, cancels, releases, relinquishes and forever discharges, in its entirety, for the benefit of each Grantor, and its successors and assigns, the Secured Party's Security Interest in, to and under the Collateral, and any and all right, title and interest of the Secured Party in, to and under the Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Secured Party hereby absolutely, unconditionally and irrevocably terminates and cancels the Trademark Security Agreement. The Secured Party hereby authorizes the Grantors and its successors, assigns or other legal representatives to file this Termination and Release with the United States Patent and Trademark Office, at the sole expense of the Grantors.

3. Further Assurances. The Secured Party hereby represents and warrants that it has full authority to execute and deliver this Termination and Release. The Secured Party hereby agrees, upon the reasonable request and at the sole cost and expense of the Grantors, to deliver such other documents and

take such other actions as may be reasonably necessary to evidence and effectuate the release and termination of the Secured Party's Security Interest in the Collateral.

4. Delivery by Facsimile or Electronic Transmission. Delivery of an executed signature page to this Termination and Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Termination and Release. Electronic signatures will have the same force and effect as manual signatures.

5. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.




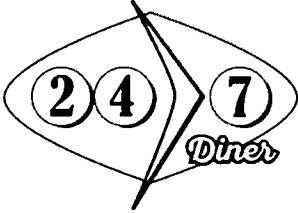
BANGKOK BANK PCL, NEW YORK BRANCH,
as Secured Party


By: 

Name: Thitipong Prasertsilp

Title: VP & Branch Manager

ANNEX I
COLLATERAL

| Owner/Applicant | Mark | Registration Number/Application Number | Registration Date/Application Date | Country/State |
|------------------------------------|---|--|------------------------------------|---------------|
| Empire Resorts, Inc. |  | Registration Number: 5,008,327 | Registration Date: 7/26/2016 | USA |
| Empire Resorts, Inc. | MONTREIGN | Registration Number: 5,008,326 | Registration Date: 7/26/2016 | USA |
| Empire Resorts, Inc. | MONTREIGN | Registration Number: 4,998,472 | Registration Date: 7/12/2016 | USA |
| Empire Resorts, Inc. | MONTREIGN | Registration Number: 4,983,432 | Registration Date: 6/21/2016 | USA |
| Empire Resorts, Inc. | MONTREIGN | Registration Number: 5,008,325 | Registration Date: 7/26/2016 | USA |
| Empire Resorts Real Estate II, LLC | DOS GATOS CANTINA | Registration Number: 5,913,512 | Registration Date: 11/19/2019 | USA |
| Empire Resorts Real Estate II, LLC |  | Registration Number: 5,953,566 | Registration Date: 1/7/2020 | USA |
| Montreign Operating Company, LLC |  | Registration Number: 5,907,723 | Registration Date: 11/12/2019 | USA |
| Montreign Operating Company, LLC |  | Registration Number: 5,482,641 | Registration Date: 5/29/2018 | USA |
| Montreign Operating Company, LLC | DOUBLETOP BAR & GRILL | Registration Number: 5,488,008 | Registration Date: 6/5/2018 | USA |

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|--|---|-----------------------------------|---------------------------------|------------|
| Montreign Operating Company, LLC |  | Registration Number: 5,488,145 | Registration Date: 6/5/2018 | USA |
| Monticello Raceway Management, Inc. | UPPER DECK | Registration Number: 5,378,161 | Registration Date: 1/16/2018 | USA |
| Monticello Raceway Management, Inc. | THE PRESS BOX | Registration Number: 5,374,558 | Registration Date: 1/9/2018 | USA |