

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI67519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leo A. Daly LLC		03/01/2024	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Company Name:	BMO Bank N.A., as Administrative Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77052367	LEO A DALY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(800)927-9801		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC -J. Paterson		
Address Line 1:	19 West 44th Street		
Address Line 2:	Suite 200		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	Jean Paterson		
DATE SIGNED:	03/04/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of March 1, 2024, is made by Leo A. Daly LLC, a Nebraska limited liability company (together with its successors and permitted assigns, the “*Grantor*”), in favor of BMO Bank N.A. (“*BMO*”), as administrative agent hereunder for the Secured Creditors (as defined in the Credit Agreement (as defined in the Security Agreement referred to below)) (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the “*Agent*”).

WHEREAS, the Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the other Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the other Secured Creditors a security interest in all of the Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “*Trademarks or Service Marks*”);
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as defined in the Credit Agreement) of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, 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. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York) without regard to principles of conflicts of law.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Leo A. Daly LLC, as Grantor

By 
Name: EDWARD G. BEVES
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

BMO BANK N.A., as Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Leo A. Daly LLC, as Grantor

By _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

BMO BANK N.A., as Agent

By Maria Wisniewski
Name: *Maria Wisniewski*
Title: *Managing Director*

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

PATENTS	Registration Number	Registration Date	Jurisdiction Registered
N/A			

II. PATENT APPLICATIONS

PATENTS	Application Number	Application Date	Jurisdiction Registered
N/A			

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

TRADEMARK	Registration Number	Registration Date	Jurisdiction Registered
LEO A DALY	77052367	2007-10-02	United States

II. TRADEMARK APPLICATIONS

TRADEMARK	Application Number	Application Date	Jurisdiction Registered
N/A			

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

			2008-02-01
Dublin Convention Center	United States	VAu001067190	
Excellence Huanggang Century Center	United States	VAu000956004	2008-02-01
NASA Langley Strategic Concept Master Plan	United States	VAu001073669	2008-02-01
Minoco Wharf	United States	VAu001064078	2008-02-01
Melbourne Convention Center	United States	VAu001067188	2008-02-01
Regional Military Building/US	United States	VAu001064081	2008-02-01
Department of Defense Lockheed Martin Center for Leadership Excellence	United States	VAu001067191	2008-02-01
Huawei Research and Development Center	United States	VAu001067192	2008-02-01
Huaqiao New Town Master Plan	United States	VAu001067198	2008-02-01
Buzzard Point Redevelopment Master Plan	United States	VAu001067193	2008-02-01
The Orleans Hotel & Casino, Las Vegas, Nevada	United States	VAu000550205	2002-06-07
The Orleans Hotel & Casino, Las Vegas, Nevada	United States	VAu000550206	2002-06-07

II. COPYRIGHT APPLICATIONS
N/A

III. COPYRIGHT LICENSES
N/A