

06-02-1999



101054633

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

5-24-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☐ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger  Effective Date  
Month Day Year
- ☐ Change of Name
- ☒ Other  Termination and Release of Security  
Interest in Trademark Collateral

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

5/19/99

Name  State Street Bank and Trust Company, as Trustee

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other  a Massachusetts chartered trust company
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name  Hollywood Casino Corporation

DBA/AKA/TA

Composed of

Address (line 1)  13455 Noel Road, LB48, Suite 2200

Address (line 2)

Address (line 3)  Dallas

City

Texas

State/Country

75240

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization  Delaware

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001904 FRAME: 0440

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

312-876-7719

Name

Latham & Watkins

Address (line 1)

ATTN: Joyce A. Kiel

Address (line 2)

Suite 5800 Sears Tower

Address (line 3)

Chicago, IL 60606

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

**Trademark Application Number(s) or Registration Number(s)**

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75/061,380

75/063,112

75/100,193

75/100,194

75/100,228

75/100,249

75/108,604

75/112,244

75/124,091

**Number of Properties**

Enter the total number of properties involved.

#

9

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ ~~160.00~~ 240.00

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

# SCHEDULE A

## United States Trademarks

<u>Trademark</u>	<u>App. No.</u>	<u>Filed</u>
HOLLYWOOD STUDIO CENTER	75/061,380	02/20/96
HOLLYWOOD STUDIO WORLD	75/063,112	02/26/96
Miscellaneous Design	75/100,193	05/07/96
ADVENTURE SLOTS and Design	75/100,194	05/07/96
ADVENTURE SLOTS and Design	75/100,228	05/07/96
ADVENTURE SLOTS (Stylized)	75/100,249	05/07/96
HOLLYWOOD DINER	75/108,604	05/23/96
ADVENTURE SLOTS (Stylized)	75/112,244	05/31/96
HOLLYWOOD KIDZ	75/124,091	06/24/96

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

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Release") made as of the 19th day of May, 1999, by **State Street Bank and Trust Company**, as Trustee (the "Collateral Agent"), and **Hollywood Casino Corporation**, a Delaware corporation ("HCC").

**WITNESSETH:**

WHEREAS, pursuant to that certain Indenture, dated as of October 17, 1995 (the "Indenture"), among HCC, as Issuer, HWCC-Tunica, Inc., as Guarantor, and Shawmut Bank National Association ("Shawmut"), as Trustee, and the Grant of Security Interest, dated as of October 17, 1996, between HCC and Fleet National Bank (fka Shawmut), as Trustee (the "Trademarks Security Agreement"), HCC granted, pledged and assigned to the Collateral Agent a lien on and a security interest in all of HCC's right, title and interest in and to the "Trademarks" (as defined in the Trademark Security Agreement).

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office, at Reel 1548, Frame 0371 on January 15, 1997;

WHEREAS, State Street Bank and Trust Company has acquired substantially all of the corporate trust business of Fleet National Bank, successor by merger to Shawmut, including, without limitation, the Indenture and all secured interests in and to the Trademarks as defined and provided for in the Trademark Security Agreement;

WHEREAS, HCC has received from the Collateral Agent a full release of the Indenture and all liens and security interests granted, pledged and assigned by HCC to the Collateral Agent including without limitation the Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Collateral Agent has released and terminated and does hereby release and terminate all liens and security interests in the below described properties of HCC which were assigned, pledged and granted to the Collateral Agent under and pursuant to the Trademark Security Agreement including (i) all of HCC's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all proceeds (as such term is defined in that certain Security Agreement, between HCC and the Collateral Agent, dated as of October 17, 1995 (as amended from time to time, the "Security Agreement") and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks of unfair competition regarding the same.

2. The parties hereto, HCC and the Collateral Agent, agree to cancel and terminate and do hereby cancel and terminate all rights of the Collateral Agent and obligations of HCC created solely under the Trademark Security Agreement.

3. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

**HCC:**

HOLLYWOOD CASINO CORPORATION

By: 

Name: WILLIAM D. PRATT

Title: EXECUTIVE VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

**Collateral Agent:**

STATE STREET BANK AND TRUST COMPANY,  
AS TRUSTEE

By: 

Name: ROBERT J. DUNN

Title: Vice President