## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Full House Resorts, Inc.		10/01/2012	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Capital One, National Association		
Street Address:	201 St. Charles Avenue, 29th Floor		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70170		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3250177	FULL HOUSE RESORTS
Registration Number:	3680085	FULL HOUSE RESORT AND CASINO
Registration Number:	3250160	FULL HOUSE RESORTS
Serial Number:	85214677	RISING STAR CASINO · RESORT
Serial Number:	85214387	RISING STAR CASINO AND RESORT
Serial Number:	85091689	RISING SUN CASINO RESORT
Serial Number:	85091706	RISING SUN CASINO AND RESORT
Serial Number:	85091710	RISING SUN RESORT
Serial Number:	85091714	RISING SUN CASINO
Serial Number:	85091717	RISING SUN CASINO HOTEL
Serial Number:	85091724	RISING SUN CASINO HOTEL AND RESORT

#### **CORRESPONDENCE DATA**

**Fax Number**: 6172357405

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first to

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via US Mail.

Phone: 617-951-7089

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Caitlin Barrett

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	SPNH-005
NAME OF SUBMITTER:	Caitlin Barrett
Signature:	/c barrett/
Date:	10/01/2012

Total Attachments: 4

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#### FIRST LIEN TRADEMARKS SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARKS SECURITY AGREEMENT, dated as of October 1, 2012, is executed by FULL HOUSE RESORTS, INC., a Delaware corporation (the "Grantor"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, as administrative agent and collateral trustee for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below. Unless otherwise defined herein, all other capitalized terms used herein and defined in the Credit Agreement shall have the respective meanings given to those terms in the Credit Agreement.

- (A) Pursuant to that certain Credit Agreement, dated as of June 29, 2012 (as supplemented, modified, amended, extended or restated from time to time, the "Credit Agreement"), among the Grantor, the Administrative Agent and the lenders party thereto from time to time (the "Lenders"), the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.
- (B) The Grantor has adopted, used and is using the trademarks, more particularly described on <u>Schedules 1-A and 1-B</u> annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "<u>Trademarks</u>").
- (C) The Grantor and its Subsidiaries have entered into a First Lien Security Agreement, dated as of October 1, 2012 (as supplemented, modified, amended, extended or restated from time to time, the "Security Agreement"), in favor of the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Agreement.
- (D) Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

TRADEMARK REEL: 004870 FRAME: 0178 Capital One, National Association 201 St. Charles Avenue, 29<sup>th</sup> Floor New Orleans, LA 70170

Attention: Ross Wales, SVP Tel. No. (504) 533-5719 Fax No. (504) 533-2060

Email: ross.wales@capitalone.com

[Signature on following page]

FIRST LIEN TRADEMARKS (FULL. HOUSE) PD.6225500.4

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the date, and year first above written.

**GRANTOR:** 

FULL HOUSE RESORTS, INC., a Delaware corporation

Name: Mark J. Miller

Title: Chief Financial Officer

## SCHEDULE 1-A TO GRANT OF SECURITY INTEREST TRADEMARKS

Mark	Registration No.
FULL HOUSE RESORTS & Design	3,250,177
FULL HOUSE RESORT AND CASINO	3,680,085
FULL HOUSE RESORTS	3,250,160

# $\frac{\text{SCHEDULE 1-B TO GRANT OF SECURITY INTEREST}}{\text{TRADEMARK APPLICATIONS}}$

Mark	Serial No./ Registration No.	Application No.	Registration Date / Filing Date	Company/ Subsidiary
FULL HOUSE RESORTS & Design	SN 76-649,874/ 3,250,177		6-12-2007	Full House Resorts, Inc.
FULL HOUSE RESORT AND CASINO	SN 76-648,973/ 3,680,085		9-8-2009	Full House Resorts, Inc.
FULL HOUSE RESORTS	SN 76-645,489 3,250,160		6-12-2009	Full House Resorts, Inc.
RISING STAR CASINO RESORT & DESIGN		85/214,677	1-11-2011	Full House Resorts, Inc.
RISING STAR CASINO AND RESORT		85/214,387	1-10-2011	Full House Resorts, Inc.
RISING SUN CASINO RESORT		85/091,689	7-23-2010	Full House Resorts, Inc.
RISING SUN CASINO AND RESORT		85/091,706	7-23-2010	Full House Resorts, Inc.
RISING SUN RESORT		85/091,710	7-23-2010	Full House Resorts, Inc.
RISING SUN CASINO		85/091,714	7-23-2010	Full House Resorts, Inc.
RISING SUN CASINO HOTEL		85/091,717	7-23-2010	Full House Resorts, Inc.
RISING SUN CASINO HOTEL AND RESORT		85/091,724	7-23-2010	Full House Resorts, Inc.

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**RECORDED: 10/01/2012**