

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384561

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Full House Resorts, Inc.		05/13/2016	Corporation: DELAWARE
Gaming Entertainment (Nevada) LLC		05/13/2016	Limited Liability Company: NEVADA
Gaming Entertainment (Indiana) LLC		05/13/2016	Limited Liability Company: NEVADA

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: 17

Property Type	Number	Word Mark
Registration Number:	3680085	FULL HOUSE RESORT AND CASINO
Registration Number:	3250160	FULL HOUSE RESORTS
Registration Number:	3250177	FULL HOUSE RESORTS
Registration Number:	3760969	GRAND LODGE CASINO
Registration Number:	2639239	PLAYERS ADVANTAGE CLUB
Registration Number:	4313520	RISING STAR CASINO · RESORT
Registration Number:	4296062	RISING STAR CASINO RESORT
Registration Number:	4177845	RISING STAR REWARDS
Registration Number:	4090079	RISING STAR REWARDS
Registration Number:	4494260	STOCKMAN'S CASINO
Serial Number:	86714046	AMERICAN PLACE
Serial Number:	86714052	PLACE AMERICAIN
Serial Number:	86564678	THE LODGE AT RISING STAR CASINO
Serial Number:	86564694	THE LODGE AT RISING STAR CASINO
Serial Number:	86801153	CHRISTMAS CASINO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3862067	QUEEN CITY MARKET
Registration Number:	3827878	E-VANTAGE

CORRESPONDENCE DATA

Fax Number: 6172359711
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: 617-951-7426
Email: ronald.duvernay@ropesgray.com
Correspondent Name: Jay Curran
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:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	05/17/2016

Total Attachments: 6
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AMENDED AND RESTATED
FIRST LIEN TRADEMARKS SECURITY AGREEMENT

THIS AMENDED AND RESTATED FIRST LIEN TRADEMARKS SECURITY AGREEMENT, dated as of May 13, 2016, is executed by FULL HOUSE RESORTS, INC., a Delaware corporation (the "Borrower"), GAMING ENTERTAINMENT (NEVADA) LLC, a Nevada limited liability company ("GEN"), and GAMING ENTERTAINMENT (INDIANA) LLC, a Nevada limited liability company ("GEI" and collectively with GEN and Borrower, the "Grantors"), 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 First Lien Credit Agreement referred to in Recital A below. Unless otherwise defined herein, all other capitalized terms used herein and defined in the First Lien Credit Agreement shall have the respective meanings given to those terms in the First Lien Credit Agreement.

(A) Pursuant to that certain Amended and Restated First Lien Credit Agreement, dated as of May 13, 2016 (as supplemented, modified, amended, extended or restated from time to time, the "First Lien Credit Agreement"), among the Borrower, 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 Borrower upon the terms and subject to the conditions set forth therein.

(B) The Grantors have adopted, used and are using the trademarks, more particularly described on Schedules 1-A and 1-B 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 "Trademarks").

(C) The Borrower and its Subsidiaries have entered into an Amended and Restated First Lien Security Agreement, dated as of May 13, 2016 (as supplemented, modified, amended, extended or restated from time to time, the "First Lien Security Agreement"), in favor of the Administrative Agent, pursuant to which the Borrower is required to execute and deliver this Agreement.

(D) The Borrower previously entered into a First Lien Trademark Securities Agreement dated as of October 1, 2012 (as supplemented, modified or amended prior to the date hereof, the "Original First Lien Trademarks Security Agreement") pursuant to which it granted a security interest in the Trademarks (as defined in the Original First Lien Trademarks Security Agreement) in favor of the Administrative Agent. This Agreement amends and restates the Original First Lien Trademarks Security Agreement in full.

(E) Pursuant to the First Lien Security Agreement, the Grantors have granted to the Administrative Agent a security interest in all right, title and interest of the Grantors 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 First Lien Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower does hereby reaffirm its grant of a security interest in the Collateral (as defined in the Original First Lien Trademarks Security Agreement in favor of the Administrative Agent to secure the prompt payment, performance and observance of the Secured Obligations, and the Grantors do 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 Grantors do 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.

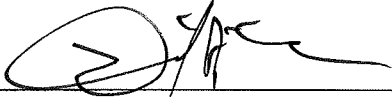
The Administrative Agent's address is:
Capital One, National Association
201 St. Charles Avenue, 29th Floor
New Orleans, LA 70170
Attention: Ross Wales, SVP
Tel. No. (985) 674-8681
Fax No. (504) 533-2060
Email: ross.wales@capitalone.com

[Signature on following page]


IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed as of the date. and year first above written.

GRANTORS:

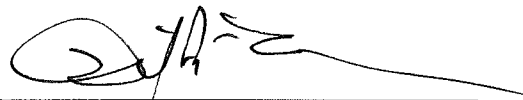
FULL HOUSE RESORTS, INC.,
a Delaware corporation

By: 
Name: Daniel R. Lee
Title: President

GAMING ENTERTAINMENT (NEVADA) LLC,
a Nevada limited liability company

By: 
Name: Daniel R. Lee
Title: Manager

GAMING ENTERTAINMENT (INDIANA) LLC,
a Nevada limited liability company

By: 
Name: Daniel R. Lee
Title: President

ACKNOWLEDGED AND AGREED
as of the date of this Amended and Restated
First Lien Trademarks Security Agreement
first above written.

CAPITAL ONE NATIONAL ASSOCIATION,
as Administrative Agent

By:





Name:

Ross S. Wats




Title:

Sr. Vice President

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST TRADEMARKS

File No.	Mark	Owner	Application/Registration No.	Status
F0402	FULL HOUSE RESORT AND CASINO	Full House Resorts, Inc.	3,680,085	Registered
F0402	FULL HOUSE RESORTS	Full House Resorts, Inc.	3,250,160	Registered
F0402	FULL HOUSE RESORTS and Design 	Full House Resorts, Inc.	3,250,177	Registered
F0402	GRAND LODGE CASINO and Design 	Gaming Entertainment (Nevada), LLC	3,760,969	Registered
F0402	PLAYERS ADVANTAGE CLUB	Gaming Entertainment (Nevada), LLC	2,639,239	Registered
F0402	RISING STAR CASINO RESORT and Design 	Full House Resorts, Inc.	4,313,520	Registered
F0402	RISING STAR CASINO RESORT	Full House Resorts, Inc.	4,296,062	Registered
F0402	RISING STAR REWARDS and Design 	Full House Resorts, Inc.	4,177,845	Registered
F0402	RISING STAR REWARDS	Full House Resorts, Inc.	4,090,079	Registered
F0402	STOCKMAN'S CASINO	Full House Resorts, Inc.	4,494,260	Registered

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
TRADEMARK APPLICATIONS

File No.	Mark	Owner	Application/ Registration No.	Status
F0402.0020	AMERICAN PLACE	Full House Resorts, Inc.	86/714,046	Pending; filed 8/4/2015
F0402.0021	PLACE AMERICAIN	Full House Resorts, Inc.	86/714,052	Pending; filed 8/4/2015
F0402.0018	THE LODGE AT RISING STAR CASINO and Design 	Full House Resorts, Inc.	86/564,678	Pending; filed 3/16/2015; published for opposition 8/25/2015
F0402.0018	THE LODGE AT RISING STAR CASINO and Design 	Full House Resorts, Inc.	86/564,694	Pending; filed 3/16/2015; published for opposition 8/25/2015
	Christmas Casino	Full House Resorts, Inc.	86/801,153	Pending, filed on October 27, 2015
	QUEEN CITY MARKET and Design 	Gaming Entertainment (Indiana) LLC	3,862,067	Registered
	E-VANTAGE	Gaming Entertainment (Indiana) LLC	3827878	Registered