

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IOC-Kansas City, Inc.		08/17/2020	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Collateral Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90070341	CASINO KC A TWIN RIVER PROPERTY	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057367-0016		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/17/2020		
Total Attachments: 5			
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OP \$40.00 90070341

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of August 17, 2020 by and from IOC-Kansas City, Inc., a Missouri corporation ("IOC") and Rainbow Casino-Vicksburg Partnership, L.P., a Mississippi limited partnership ("Rainbow" and, together with IOC, each a "Grantor" and collectively, the "Grantors"), to and in favor of CITIZENS BANK, N.A., as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Twin River Worldwide Holdings, Inc., a Delaware corporation ("Borrower"), the Grantors, certain Subsidiaries of Borrower party thereto, Grantee, Citizens Bank, N.A., as Administrative Agent, the Lenders and certain other financial institutions have entered into that certain Credit Agreement, dated as of May 10, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Borrower, the Grantors, certain Subsidiaries of Borrower and Grantee have entered into that certain Security Agreement, dated as of May 10, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantors owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office (the "USPTO").

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made by each Grantor to Grantee on behalf of the Secured Parties to secure the satisfactory performance and payment when due of all the Secured Obligations (as defined in the Security Agreement). Upon Payment in Full of the Secured Obligations, Grantee shall promptly execute, acknowledge and deliver to the Grantors, all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) In order to secure the payment and performance when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Secured Obligations (as defined in the Security Agreement), each Grantor hereby grants to Grantee for the benefit of the Secured Parties a lien on and security interest in (1) all of each Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same;

3) Interpretation. This Confirmatory Grant and any claims, controversies, disputes, or causes of action (whether arising under contract law, tort law or otherwise) based upon or relating to this Confirmatory Grant shall be governed by, and construed in accordance with, the law of the State of New York without giving effect to any choice of law principles that would apply the law of another jurisdiction. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) Recordation. The parties authorize the directors of the USPTO to record this Confirmatory Grant.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Grant effective as of the date first written above.

IOC-KANSAS CITY, INC.,
as the Grantor

By: _____
Name: Craig Eaton
Title: Executive Vice President, General
Counsel and Secretary

**RAINBOW CASINO-VICKSBURG
PARTNERSHIP, L.P.,**
as a Grantor

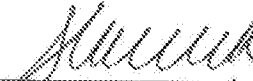
By: _____
Name: Craig Eaton
Title: Executive Vice President, General
Counsel and Secretary

CITIZENS BANK, N.A.,
as Grantee

By: _____

Name: _____

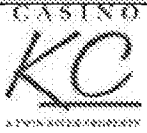

Title: _____


SEAN McWHINNIE
DIRECTOR

[Signature Page to Confirmatory Grant of Intellectual Property]

Exhibit A

SCHEDULE OF U.S. TRADEMARKS

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
 <p>CASINO KC A KANSAS CITY CASINO</p>	U.S. Federal	Application	90/070,341 7/23/2020	N/A	IOC-KANSAS CITY, INC.
 <p>CASINO VICKSBURG A KANSAS CITY CASINO</p>	U.S. Federal	Application	90/070,334 7/23/2020	N/A	RAINBOW CASINO-VICKSBURG PARTNERSHIP, L.P.