ETAS ID: TM604346

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE:** 

**NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as collateral agent		10/21/2020	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Natchez Casino OpCo, LLC		
Street Address:	7 Roth Hill Road		
City:	Natchez		
State/Country:	MISSISSIPPI		
Postal Code:	39120		
Entity Type:	Limited Liability Company: MISSISSIPPI		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4428106	MAGNOLIA BLUFFS CASINO
Registration Number:	4406147	THE BANDSAW BUFFET
Registration Number:	4392151	CYPRESS MILL

#### CORRESPONDENCE DATA

Fax Number:

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.

601-949-4714 Phone:

Email: jwtrademarks@joneswalker.com

**Correspondent Name:** Blake M. Fulton Address Line 1: Jones Walker LLP

Address Line 2: 190 East Capitol Street, Suite 800 Address Line 4: Jackson, MISSISSIPPI 39201

NAME OF SUBMITTER: Blake M. Fulton	
SIGNATURE:	/blake m fulton/
DATE SIGNED:	10/22/2020

**Total Attachments: 3** 

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**TRADEMARK** REEL: 007086 FRAME: 0187

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TRADEMARK REEL: 007086 FRAME: 0188

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is dated October 21, 2020 by Wells Fargo Bank, National Association, as collateral agent (the "Collateral Agent"), in favor of Natchez Casino OpCo, LLC, a Mississippi limited liability company (the "Pledgor").

#### WITNESSETH:

WHEREAS, Pledgor and Collateral Agent were parties to a certain Intellectual Property Security Agreement dated as of January 25, 2018, which was recorded in the United States Patent and Trademark Office (the "<u>USPTO</u>") on January 25, 2018 at Reel 6257, Frame 0365 (the "<u>Trademark Security Agreement</u>"), pursuant to which Pledgor granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Pledgor's right, title and interest in or to any and all of the IP Collateral (as defined in the Trademark Security Agreement);

**WHEREAS,** Pledgor has requested that Collateral Agent release its security interest in the IP Collateral and reassign the same to Pledgor; and

**WHEREAS,** Pledgor has satisfied and fulfilled all of its obligations in order for Collateral Agent to release Collateral Agent's security interests in the IP Collateral;

**NOW, THEREFORE,** for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. All capitalized terms used herein but not defined shall have the meanings ascribed to them in the Trademark Security Agreement.
- 2. Collateral Agent hereby releases its security interests in, and hereby reassigns, grants and conveys to Pledgor, without any representation, warranty, recourse or undertaking by Collateral Agent, all of its right, title and interest, if any, in and to the IP Collateral, including:
  - (i) each trademark, trademark registration, and trademark application listed on <u>Schedule A</u> hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
  - (ii) all proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on <a href="Schedule A">Schedule A</a> hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.
- 3. Collateral Agent hereby authorizes Pledgor, its successors, assigns and representatives to record this document at the United States Patent and Trademark Office.

[SIGNATURE PAGE TO FOLLOW]

TRADEMARK REEL: 007086 FRAME: 0189 IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: Name:

Title:

{JX445196.1}[Signature Page to Release of Security Interests in Trademarks]

# SCHEDULE A TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS

# REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

### TRADEMARK REGISTRATIONS

Trademark	Registration Date	Registration Number
CYPRESS MILL	8/27/2013	4392151
THE BANDSAW BUFFET	9/24/2013	4406147
MAGNOLIA BLUFFS CASINO	11/5/2013	4428106

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**RECORDED: 10/22/2020** 

TRADEMARK REEL: 007086 FRAME: 0191