

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mount Airy #1, L.L.C.		08/28/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Administrative Agent		
Street Address:	50 South Sixth Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3430411	MOUNT AIRY CASINO RESORT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	051226-0011		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/28/2015		
Total Attachments: 4			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of August 28, 2015 (this "Agreement"), among Mount Airy #1, L.L.C. (the "Grantor") and Wilmington Trust, National Association, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of August 28, 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mount Airy #1, L.L.C., a Pennsylvania limited liability company ("Borrower"), Mount Airy Holdco LLC, a Delaware limited liability company ("Holdco"), the Subsidiary Guarantors that may become party thereto, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the First Lien Security Agreement dated as of August 28, 2015 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Holdco, the other grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Borrower as a Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make the Term Loans. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a first lien security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").


SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

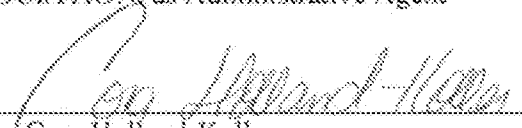
MOUNT AIRY #1, L.L.C.,
as Grantor

By: 
Name: Lisa DeNaples
Title: President, Chief Executive Officer and
Secretary

[Trademark Security Agreement]

TRADEMARK
REEL: 005611 FRAME: 0269

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Cora Holland-Koller
Title: Banking Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 005611 FRAME: 0270

Schedule I

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Mount Airy #1, L.L.C.	3430411	Mount Airy Casino Resort (stylized)



[TRADEMARK SECURITY AGREEMENT]

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RECORDED: 08/28/2015

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