

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affinity Gaming		01/31/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	28 STATE STREET		
Internal Address:	MS1515		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 66			
Property Type	Number	Word Mark	
Registration Number:	4627685	FRONTIER CASINO	
Registration Number:	4627684	MARK TWAIN CASINO	
Registration Number:	4631348	ST. JO FRONTIER CASINO	
Registration Number:	4829719	A-PLAY CONNECT	
Registration Number:	4829720	A CONNECT	
Registration Number:	4646313	A-PLAY	
Registration Number:	4969128	A-PLAY	
Registration Number:	4765136	A-PLAY	
Registration Number:	4765135	A-PLAY	
Registration Number:	4576947	SILVER SEVENS	
Registration Number:	4801839	SILVER SEVENS	
Registration Number:	4263765	AFFINITY GAMING A-PLAY CLUB	
Registration Number:	4498658	WHISKEY PETE'S HOTEL & CASINO	
Registration Number:	4263766	AFFINITY GAMING	
Registration Number:	4267505	BUFFALO BILL'S RESORT & CASINO	
Registration Number:	4267506	PRIMM VALLEY RESORT & CASINO	
Registration Number:	4653245	PRIMM VALLEY RESORT & CASINO	
Registration Number:	4653244	BUFFALO BILL'S RESORT & CASINO	

OP \$1665.00 4627685

Property Type	Number	Word Mark
Registration Number:	4263764	AFFINITY GAMING A PLAY CLUB
Registration Number:	4281915	AFFINITY GAMING
Registration Number:	4263767	PRIMM VALLEY RESORT & CASINO
Registration Number:	4576343	WHISKEY PETE'S HOTEL & CASINO
Registration Number:	4281916	BUFFALO BILL'S RESORT & CASINO
Registration Number:	4727963	WHISKEY PETE'S HOTEL & CASINO
Registration Number:	4281917	PRIMM VALLEY RESORT & CASINO
Registration Number:	4560678	AFFINITY GAMING
Registration Number:	4560679	A-PLAY
Registration Number:	4153626	A-PLAY CLUB
Registration Number:	4153627	A-PLAY CLUB
Registration Number:	4117625	AFFINITY GAMING
Registration Number:	4191720	AFFINITY GAMING
Registration Number:	3678981	RAIL CITY ALE HOUSE
Registration Number:	3508024	DESPERADO
Registration Number:	3293813	GOLDEN MARDI GRAS CASINO
Registration Number:	3293814	GOLDEN GATES CASINO & POKER PARLOUR
Registration Number:	3297550	GOLDEN GULCH CASINO
Registration Number:	3312014	GOLDEN GATES CASINO & POKER PARLOUR
Registration Number:	3317544	GOLDEN MARDI GRAS CASINO
Registration Number:	3324143	GOLDEN GULCH CASINO
Registration Number:	2930995	PRIMM CENTER
Registration Number:	2930996	PRIMM VALLEY LOTTO STORE
Registration Number:	2930997	PRIMM VALLEY LOTTO STORE
Registration Number:	3761941	PRIMM VALLEY CASINO RESORTS BUFFALO BILL
Registration Number:	3753480	PRIMM VALLEY CASINO RESORTS BUFFALO BILL
Registration Number:	2642418	PRIMM VALLEY
Registration Number:	2578383	PRIMM VALLEY RESORT & CASINO
Registration Number:	2591370	PRIMM VALLEY RESORT & CASINO
Registration Number:	2585159	PRIMM VALLEY RESORT & CASINO
Registration Number:	2582010	PRIMM VALLEY RESORT & CASINO
Registration Number:	3270691	BUFFALO BILL'S RESORT & CASINO
Registration Number:	2604325	WHISKEY PETE'S HOTEL CASINO
Registration Number:	2569904	WHISKEY PETE'S HOTEL & CASINO
Registration Number:	2569905	WHISKEY PETE'S HOTEL & CASINO
Registration Number:	2573440	WHISKEY PETE'S HOTEL & CASINO
Registration Number:	2124253	RAIL CITY
Registration Number:	2124254	RAIL CITY

Property Type	Number	Word Mark
Registration Number:	2126132	RAIL CITY
Registration Number:	2006265	DESPERADO
Registration Number:	2015414	BUFFALO BILL'S RESORT CASINO
Registration Number:	2001633	WHISKEY PETE'S HOTEL CASINO
Registration Number:	2003237	BUFFALO BILL'S RESORT CASINO
Registration Number:	2068679	WHISKEY PETE'S HOTEL CASINO
Registration Number:	1959074	WHISKEY PETE'S
Registration Number:	2012596	STAR OF THE DESERT ARENA
Registration Number:	1874879	BUFFALO BILL'S RESORT & CASINO
Registration Number:	1673710	WHISKEY PETE'S

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 704 503 2600

Email: trademarks@kslaw.com,vbantug@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 100 N Tryon Street

Address Line 2: Suite 3900

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18588.015256

NAME OF SUBMITTER: Vicky R. Bantug

SIGNATURE: /Vicky R. Bantug/

DATE SIGNED: 01/31/2017

Total Attachments: 10

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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), effective as of January 31, 2017, is made by Affinity Gaming, a Nevada corporation (the "Grantor"), in favor of Citizens Bank, N.A. ("Citizens Bank"), as Collateral Agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Second Lien Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of the date hereof, by and among the Grantor, Z Capital Affinity Owner, LLC, a Delaware limited liability company, Citizens Bank, as administrative agent and Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and Lien on all of the right, title and interest of the Grantor in all of the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with

the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart hereof.


SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the collateral agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of January 31, 2017, as the same may be amended, restated, amended and restated, supplemented, waived and/or otherwise modified from time to time (the “Intercreditor Agreement”), among Credit Suisse AG, Cayman Islands Branch, as first lien representative, and Citizens Bank, N.A., as second lien representative and the Grantors (as defined therein) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

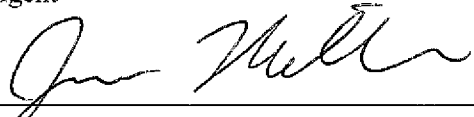
AFFINITY GAMING,
as the Grantor

By:  _____
Name: Walter Bogumil
Title: Senior Vice President, Chief Financial
Officer and Treasurer

[Signature Page to Grant of Security Interests in Trademarks]

TRADEMARK
REEL: 005977 FRAME: 0325

CITIZENS BANK, N.A.,
as the Agent

By: 

Name:

Jason Miller

Title:

Managing Director

SCHEDULE A




Trademark Registrations and Applications






Trademarks:

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
FRONTIER CASINO	86172482 22-JAN-2014	4627685 28-OCT-2014	Registered
MARK TWAIN CASINO	86172464 22-JAN-2014	4627684 28-OCT-2014	Registered
ST. JO FRONTIER CASINO	86172478 22-JAN-2014	4631348 04-NOV-2014	Registered
A-PLAY CONNECT	86172487 22-JAN-2014	4829719 13-OCT-2015	Registered
A CONNECT 	86172511 22-JAN-2014	4829720 13-OCT-2015	Registered
A-PLAY	86058182 06-SEP-2013	4646313 25-NOV-2014	Registered
A-PLAY	86058176 06-SEP-2013	4969128 31-MAY-2016	Registered
A-PLAY	86058185 06-SEP-2013	4765136 30-JUN-2015	Registered
A-PLAY	86058170 06-SEP-2013	4765135 30-JUN-2015	Registered
SILVER SEVENS	85909664 19-APR-2013	4576947 29-JUL-2014	Registered
SILVER SEVENS	85909611 19-APR-2013	4801839 01-SEP-2015	Registered
AFFINITY GAMING A-PLAY CLUB 	85600535 17-APR-2012	4263765 25-DEC-2012	Registered
WHISKEY PETE'S HOTEL & CASINO 	85600628 17-APR-2012	4498658 18-MAR-2014	Registered
AFFINITY GAMING	85600575 17-APR-2012	4263766 25-DEC-2012	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
			
BUFFALO BILL'S RESORT & CASINO 	85600605 17-APR-2012	4267505 01-JAN-2013	Registered
PRIMM VALLEY RESORT & CASINO 	85600615 17-APR-2012	4267506 01-JAN-2013	Registered
PRIMM VALLEY RESORT & CASINO 	85600611 17-APR-2012	4653245 09-DEC-2014	Registered
BUFFALO BILL'S RESORT & CASINO 	85600587 17-APR-2012	4653244 09-DEC-2014	Registered
AFFINITY GAMING A PLAY CLUB 	85600526 17-APR-2012	4263764 25-DEC-2012	Registered
AFFINITY GAMING 	85600559 17-APR-2012	4281915 29-JAN-2013	Registered
PRIMM VALLEY RESORT & CASINO 	85600643 17-APR-2012	4263767 25-DEC-2012	Registered
WHISKEY PETE'S HOTEL & CASINO	85600624 17-APR-2012	4576343 29-JUL-2014	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
			
BUFFALO BILL'S RESORT & CASINO 	85600591 17-APR-2012	4281916 29-JAN-2013	Registered
WHISKEY PETE'S HOTEL & CASINO 	85600621 17-APR-2012	4727963 28-APR-2015	Registered
PRIMM VALLEY RESORT & CASINO 	85600613 17-APR-2012	4281917 29-JAN-2013	Registered
AFFINITY GAMING	85504372 27-DEC-2011	4560678 01-JUL-2014	Registered
A-PLAY	85504376 27-DEC-2011	4560679 01-JUL-2014	Registered
A-PLAY CLUB	85440237 05-OCT-2011	4153626 05-JUN-2012	Registered
A-PLAY CLUB	85440245 05-OCT-2011	4153627 05-JUN-2012	Registered
AFFINITY GAMING	85328053 23-MAY-2011	4117625 27-MAR-2012	Registered
AFFINITY GAMING	85328054 23-MAY-2011	4191720 14-AUG-2012	Registered
RAIL CITY ALE HOUSE 	77627807 05-DEC-2008	3678981 08-SEP-2009	Registered
DESPERADO	77403729 22-FEB-2008	3508024 30-SEP-2008	Registered
GOLDEN MARDI GRAS CASINO	78851707 31-MAR-2006	3293813 18-SEP-2007	Registered
GOLDEN GATES CASINO & POKER PARLOUR	78851734	3293814	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
	31-MAR-2006	18-SEP-2007	
GOLDEN GULCH CASINO	78851715 31-MAR-2006	3297550 25-SEP-2007	Registered
GOLDEN GATES CASINO & POKER PARLOUR	78851727 31-MAR-2006	3312014 16-OCT-2007	Registered
GOLDEN MARDI GRAS CASINO	78851710 31-MAR-2006	3317544 23-OCT-2007	Registered
GOLDEN GULCH CASINO	78851722 31-MAR-2006	3324143 30-OCT-2007	Registered
PRIMM CENTER	78458109 28-JUL-2004	2930995 08-MAR-2005	Renewed (Registered)
PRIMM VALLEY LOTTO STORE	78458119 28-JUL-2004	2930996 08-MAR-2005	Renewed (Registered)
PRIMM VALLEY LOTTO STORE	78458128 28-JUL-2004	2930997 08-MAR-2005	Renewed (Registered)
PRIMM VALLEY CASINO RESORTS BUFFALO BILL'S PRIMM VALLEY WHISKEY PETE'S 	76572212 23-JAN-2004	3761941 23-MAR-2010	Registered
PRIMM VALLEY CASINO RESORTS BUFFALO BILL'S PRIMM VALLEY WHISKEY PETE'S 	76572213 23-JAN-2004	3753480 02-MAR-2010	Registered
PRIMM VALLEY	76305179 23-AUG-2001	2642418 29-OCT-2002	Renewed (Registered)
PRIMM VALLEY RESORT & CASINO	76293601 01-AUG-2001	2578383 11-JUN-2002	Renewed (Registered)
PRIMM VALLEY RESORT & CASINO	76293602 01-AUG-2001	2591370 09-JUL-2002	Renewed (Registered)
PRIMM VALLEY RESORT & CASINO 	76293604 01-AUG-2001	2585159 25-JUN-2002	Renewed (Registered)
PRIMM VALLEY RESORT & CASINO	76293603 01-AUG-2001	2582010 18-JUN-2002	Renewed (Registered)

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
			
BUFFALO BILL'S RESORT & CASINO	76258727 16-MAY-2001	3270691 31-JUL-2007	Registered
WHISKEY PETE'S HOTEL CASINO 	76258670 16-MAY-2001	2604325 06-AUG-2002	Renewed (Registered)
WHISKEY PETE'S HOTEL & CASINO 	76258671 16-MAY-2001	2569904 14-MAY-2002	Renewed (Registered)
WHISKEY PETE'S HOTEL & CASINO	76258726 16-MAY-2001	2569905 14-MAY-2002	Renewed (Registered)
WHISKEY PETE'S HOTEL & CASINO	76258725 16-MAY-2001	2573440 28-MAY-2002	Renewed (Registered)
RAIL CITY	75055794 09-FEB-1996	2124253 23-DEC-1997	Renewed (Registered)
RAIL CITY	75055795 09-FEB-1996	2124254 23-DEC-1997	Renewed (Registered)
RAIL CITY	75055796 09-FEB-1996	2126132 30-DEC-1997	Renewed (Registered)
DESPERADO 	75018372 13-NOV-1995	2006265 08-OCT-1996	Renewed (Registered)
BUFFALO BILL'S RESORT CASINO 	75018542 13-NOV-1995	2015414 12-NOV-1996	Renewed (Registered)
WHISKEY PETE'S HOTEL CASINO	75018543 13-NOV-1995	2001633 17-SEP-1996	Renewed (Registered)

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
			
BUFFALO BILL'S RESORT CASINO 	75018544 13-NOV-1995	2003237 24-SEP-1996	Renewed (Registered)
WHISKEY PETE'S HOTEL CASINO 	75018549 13-NOV-1995	2068679 10-JUN-1997	Renewed (Registered)
WHISKEY PETE'S	74672484 02-MAY-1995	1959074 27-FEB-1996	Renewed (Registered)
STAR OF THE DESERT ARENA	74613223 19-DEC-1994	2012596 29-OCT-1996	Renewed (Registered)
BUFFALO BILL'S RESORT & CASINO	74437044 17-SEP-1993	1874879 17-JAN-1995	Renewed (Registered)
WHISKEY PETE'S	74086921 13-AUG-1990	1673710 28-JAN-1992	Renewed (Registered)