

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415384

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Reel 4921 Frame 0325

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		02/07/2017	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Jacobs Entertainment, Inc.
Street Address:	17301 West Colfax Avenue
Internal Address:	Suite 250
City:	Golden
State/Country:	COLORADO
Postal Code:	80401
Entity Type:	Corporation: DELAWARE
Name:	Colonial Downs, L.P.
Street Address:	10515 Colonial Downs Parkway
City:	New Kent
State/Country:	VIRGINIA
Postal Code:	23124
Entity Type:	Limited Partnership: VIRGINIA
Name:	Colonial Holdings, Inc.
Street Address:	17301 West Colfax Avenue
Internal Address:	Suite 250
City:	Golden
State/Country:	COLORADO
Postal Code:	80401
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3477960	CASH MAGIC REWARDS
Registration Number:	2903761	CASH MAGIC
Registration Number:	3096002	CASH MAGIC
Registration Number:	3810265	GILPIN'S GOT IT
Registration Number:	3297235	MAGIC CASH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3255639	SUPER SPIN
Registration Number:	3213468	SWIPE & DINE
Registration Number:	3312387	WINNERS CLUB
Registration Number:	1729987	GOLD DUST
Registration Number:	3488467	YOUR HOUSE FULL OF FRIENDS
Registration Number:	4141063	EZ HORSEPLAY
Registration Number:	4141062	EZ HORSEPLAY
Registration Number:	3120410	VIRGINIA DERBY
Registration Number:	2197807	COLONIAL DOWNS
Registration Number:	2347738	
Registration Number:	3269188	GRAND SLAM OF GRASS
Registration Number:	3313619	THE RICHEST GRAND SLAM IN SPORTS
Registration Number:	3210294	COLONIAL DOWNS PHONEBET
Registration Number:	3213469	E-SUPERSPIN
Registration Number:	3403567	PENNIES & POKER

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	502616-5
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	02/08/2017

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS
(Second Lien)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (Second Lien) (this “Release”), dated as of February 7 2017 (the “Effective Date”), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of October 29, 2012 by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of October 29, 2012 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 18, 2012 at Reel/Frame 4921/0325;

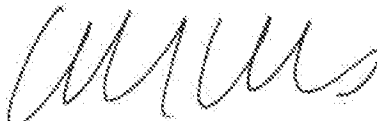
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

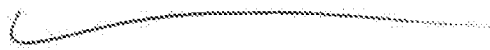
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks set forth Schedule I attached hereto, and all Goodwill associated with such Trademarks, arising under the Security Agreement and the Trademark Security Agreement (the “Trademark Collateral”). If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

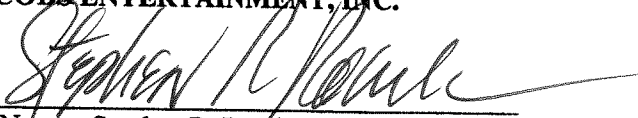
**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, acting in its capacity as Collateral
Agent for the Secured Parties**

By: 
Name: Robert Hetu
Title: Authorized Signatory

By: 
Name: Whitney Gaston
Title: Authorized Signatory

GRANTORS:

JACOBS ENTERTAINMENT, INC.

By: 

Name: Stephen R. Roark

Title: President

Stan W. Guidroz, signing on behalf of the entities listed below in the capacity listed next to each respective entity:

COLONIAL HOLDINGS, INC., as its President and COO

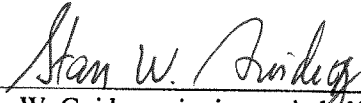
COLONIAL DOWNS, L.P., by Colonial Racing Corp., its General Partner, as its President and COO

COLONIAL RACING CORP., as its President and COO

GRANTORS:

JACOBS ENTERTAINMENT, INC.

By: _____
Name: Stephen R. Roark
Title: President



Stan W. Guidroz, signing on behalf of the entities
listed below in the capacity listed next to each
respective entity:

COLONIAL HOLDINGS, INC., as its President
and COO

COLONIAL DOWNS, L.P., by Colonial Racing
Corp., its General Partner, as its President and
COO

COLONIAL RACING CORP., as its President
and COO

SCHEDULE I

OWNER	REGISTRATION NUMBER	SERIAL NUMBER	TRADEMARK/ SERVICE MARK
Jacobs Entertainment, Inc.	3477960	78593493	Cash Magic Rewards
Jacobs Entertainment, Inc.	2903761	76504469	Cash Magic
Jacobs Entertainment, Inc.	3096002	76504468	Cash Magic
Jacobs Entertainment, Inc.	3810265	77865278	Gilpin's Got It
Jacobs Entertainment, Inc.	3297235	78593514	Magic Cash
Jacobs Entertainment, Inc.	3255639	78887169	Super Spin
Jacobs Entertainment, Inc.	3213468	78887138	Swipe & Dine
Jacobs Entertainment, Inc.	3312387	78919966	Winners Club
Jacobs Entertainment, Inc.	1729987	74253685	Gold Dust
Jacobs Entertainment, Inc.	3488467	77378936	Your House Full of Friends
Colonial Holdings, Inc.	4141063	85210027	EZ Horseplay
Colonial Holdings, Inc.	4141062	85209987	EZ Horseplay
Colonial Downs, L.P.	3120410	78687464	Virginia Derby
Colonial Downs, L.P.	2197807	75333651	Colonial Downs
Colonial Downs, L.P.	2347738	75979101	Miscellaneous Design
Colonial Holdings, Inc.	3269188	78493810	GRAND SLAM OF GRASS
Colonial Holdings, Inc.	3313619	78597907	THE RICHEST GRAND SLAM IN SPORTS
Colonial Downs, L.P.	3210294	78656899	COLONIAL DOWNS PHONEBET
Jacobs Entertainment, Inc.	3213469	78887198	e-SUPERSPIN
Jacobs Entertainment, Inc.	3403567	78947626	Pennies & Poker