

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A.		01/23/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Affinity Gaming		
Street Address:	3755 Breakthrough Way, Suite 300		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89135		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3317544	GOLDEN MARDI GRAS CASINO	
Registration Number:	3293813	GOLDEN MARDI GRAS CASINO	
Registration Number:	3297550	GOLDEN GULCH CASINO	
Registration Number:	3324143	GOLDEN GULCH CASINO	
Registration Number:	3312014	GOLDEN GATES CASINO	
Registration Number:	3293814	GOLDEN GATES CASINO	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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>			
Phone:	216-586-3939		
Email:	smieyal@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Carine Artigas		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	Jones Day		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	714377-600012		
NAME OF SUBMITTER:	Carine Artigas		
SIGNATURE:	/Carine Artigas/		

CH \$165.00 3317544

DATE SIGNED:	01/24/2020
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Total Attachments: 3

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PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

This Partial Release of Trademark Security Interest (this "Partial Release") is effective as of January 23, 2020, by and between Affinity Gaming, a Nevada corporation (the "Grantor") and Citizens Bank, N.A. ("Citizens Bank"), as Collateral Agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement described below). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement (as described below).

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 January 31, 2017, by and among the Grantor, Affinity Gaming Owner, L.L.C. (f/k/a 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 executed and delivered that certain Grant of Security Interest in Trademarks (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of January 31, 2017 by Grantor in favor of Agent;

WHEREAS, pursuant to said Trademark Security Agreement, the Grantor granted to Agent, among other collateral, a continuing security interest in all of the Grantor's right, title and interest, including goodwill, in, to and under its United States trademarks, including but not limited to those listed on the attached Schedule A (the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent & Trademark Office on January 31, 2017, at Reel/Frame 5977/0320;

WHEREAS, in connection with a disposition of the Trademarks listed on Schedule A that is permitted by the Credit Agreement, Agent wishes to release its security interest in the Trademarks listed on Schedule A only and retransfer and reassign to the Grantor without recourse all of Agent's right, title and interest in and to the Trademarks listed on Schedule A.

NOW THEREFORE, Agent hereby releases any security interest it may have in the Trademarks listed on Schedule A only, and reassigns any and all right, title and interest it may have in and to the Trademarks listed on Schedule A without recourse to the Grantor.

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IN WITNESS WHEREOF, Agent has caused this Partial Release to be executed by its duly authorized officer.

CITIZENS BANK, N.A., for itself and as
Collateral Agent for the Secured Parties

By: 

Name: SEAN McWHINNIE

Title: DIRECTOR

Schedule A

Security Interests in Trademarks recorded at

Reel/Frame 5977/0320

Trademark	Reg. No.	Issued	App. No.	Filed
GOLDEN MARDI GRAS CASINO (Trademark Class 41)	3317544	October 23, 2007	78851710	March 31, 2006
GOLDEN MARDI GRAS CASINO (Trademark Class 43)	3293813	September 18, 2007	78851707	March 31, 2006
GOLDEN GULCH CASINO (Trademark Class 41)	3297550	September 25, 2007	78851715	March 31, 2006
GOLDEN GULCH CASINO (Trademark Class 43)	3324143	October 30, 2007	78851722	March 31, 2006
GOLDEN GATES CASINO & POKER PARLOUR (Trademark Class 41)	3312014	October 16, 2007	78851727	March 31, 2006
GOLDEN GATES CASINO & POKER PARLOUR (Trademark Class 43)	3293814	September 18, 2007	78851734	March 31, 2006