FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET
10-14-1998
100849084

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

To the Honorable Commissioner of Pa ttached original documents or copy thereof.

1. Name of conveying party(ies):

Aztar Corporation 10.06.98

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Bank of America NT & SA, as Collateral Agent
Internal Address: Attn: J. Hammond
Street Address: 555 S. Flower St., #3283 11th Floor
City: Los Angeles State: CA ZIP: 90071

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Collateral Assignment

Execution Date: 5-28-98

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

see attached Exhibit A

B. Trademark registration No.(s)

see attached Exhibit A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sheppard, Mullin, Richter & Hampton LLP
Internal Address: Attn: J. Cravitz
Street Address: 333 S. Hope St., 48th Floor
City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41):..... $ 290.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

10/07/1998 JSHABAZZ 00000062 1620456
01 FC:481 40.00 OP
02 FC:482 250.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charles McCormick, Esq. — Name of Person Signing
Signature
Oct. 2, 1998 — Date

Total number of pages comprising cover sheet: 20

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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EXHIBIT A

TO RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TRADEMARKS AND TRADEMARK APPLICATIONS
OWNED BY AZTAR CORPORATION

TRADEMARK	APPLICATION/ REGISTRATION NO.
A WORLD WHERE WINNERS PLAY AND PLAYERS WIN	1620456
AZTAR	1601455
AZTAR	1601456
DIAMOND CLUB	1950116
HOW LUCKY CAN YOU GET!	1741833
LAS VEGAS BY THE SEA	1875641
TIVOLI PIER	1716812
TROP	1270320
TROP WORLD	1563835
TROPICANA	1572514
TROPICANA	1530186

MEMORANDUM OF AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT

THIS MEMORANDUM OF AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT (this "Memorandum"), dated as of May 28, 1998, is entered into by and among Aztar Corporation, a Delaware corporation ("Borrower"), Adamar of New Jersey Inc., a New Jersey corporation ("ANJI"), Ramada Express, Inc., a Nevada corporation ("REI"), Hotel Ramada of Nevada, a Nevada corporation ("HRN", and together with Borrower, ANJI and REI, "Grantors"), and Bank of America National Trust and Savings Association ("BofA") as the Collateral Agent for the ratable benefit of (i) each of the lenders which are parties from time to time (the "Revolving Loan Lenders") to the Revolving Loan Agreement referred to below, and (ii) each of the lenders which are parties from time to time (the "Term Loan Lenders") to the Term Loan Agreement referred to below, as Secured Party.

1. The Grantors entered into that certain Trademark Collateral Assignment (the "Original Trademark Agreement") dated as of October 4, 1994 in favor of BofA as the Managing Agent under the Loan Agreement referred to therein for the ratable benefit of each of the Banks named in such Loan Agreement, and the Original Trademark Agreement was recorded on October 7, 1994 in Reel 1227, Frame 0429 and in Reel 1230, Frame 0107 of the records of the United States Office of Patents and Trademarks. The Original Trademark Agreement was amended as set forth in that certain First Amendment (Short Form) to Trademark Collateral Assignment (the "First Amendment") dated as of March 13, 1997 among the Grantors and BofA as Collateral Agent for the Primary Loan Agreement Banks (as defined therein) and the Supplemental Loan Agreement Banks (as defined therein), and the First Amendment was recorded on April 3, 1997 in Reel 1568, Frame 0582 of the records of the United States Office of Patents and Trademarks and on April 4, 1997 in Reel 1568, Frame 0536 of the records of the United States Office of Patents and Trademarks (the Original Trademark Agreement, as amended by the First Amendment, is referred to herein as the "Trademark Assignment").

2. Borrower, the Revolving Loan Lenders, and BofA as Administrative Agent have entered into that certain Amended and Restated Reducing Revolving Loan Agreement dated as of May 28, 1998 (the "Revolving Loan Agreement"), and (ii) Borrower, the Term Loan Lenders, and BofA as Administrative Agent have entered into that certain Term Loan Agreement dated as of May 28, 1998 (the "Term Loan Agreement").

3. This Memorandum memorializes the following amendments to the Trademark Assignment which were effected pursuant to the terms of that certain Global Collateral Documents Amendment (the "Global Collateral Documents Amendment") dated as of May 28, 1998 by and among Borrower, ANJI, REI, HRN, Aztar Development Corporation, a Delaware corporation, Aztar Indiana Gaming Corporation, an Indiana corporation, Aztar Missouri Gaming Corporation, a Missouri corporation, Atlantic-Deauville, Inc., a New Jersey corporation, Adamar Garage Corporation, a Delaware corporation, Manchester Mall, Inc., a New Jersey corporation, Ramada New Jersey, Inc., a New Jersey corporation, Ramada New Jersey Holdings Corporation, a Delaware corporation, BofA as Administrative Agent for the Revolving Loan Lenders, BofA as Administrative Agent for the Term Loan Lenders, and BofA as Collateral Agent for the Revolving Loan Lenders and the Term Loan Lenders:

(a) Amendment to Preamble. The Preamble was amended to read in full as follows:

> "This TRADEMARK COLLATERAL ASSIGNMENT (the 'Assignment' is made and entered into as of October 4, 1994 by Aztar Corporation, a Delaware corporation ('Borrower'), and those Significant Subsidiaries of Borrower, if any, that are parties hereto, as indicated on the signature pages hereof, and/or that become parties hereto in the manner provided in Section 13 hereof, and each of them, jointly and severally, as Grantors, in favor of Bank of America National Trust and Savings Association as the Collateral Agent for the ratable benefit of (i) each of the lenders which are parties from time to time to the Revolving Loan Agreement referred to below and (ii) each of the lenders which are parties from time to time to the Term Loan Agreement referred to below, as Secured Party, with reference to the following facts:"

(b) Amendment to Definition of Loan Agreement. Recital A was amended to read in full as follows:

> "A. Pursuant to the Amended and Restated Reducing Revolving Loan Agreement, dated as of May 28, 1998, by and among Borrower, the lenders from time to time a party thereto (collectively, the 'Revolving Loan Agreement Banks'), and Bank of America National Trust and Savings

Association as Administrative Agent (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the 'Revolving Loan Agreement'), the Revolving Loan Agreement Banks have agreed to extend a certain $250,000,000 reducing revolving credit facility to Borrower; and pursuant to the Term Loan Agreement, dated as of May 28, 1998, by and among Borrower, the lenders from time to time a party thereto (collectively the 'Term Loan Agreement Banks'), and Bank of America National Trust and Savings Association as Administrative Agent (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the 'Term Loan Agreement'), the Term Loan Agreement Banks have agreed to provide Borrower with a $50,000,000 term loan. The Revolving Loan Agreement and the Term Loan Agreement each contain a provision whereby the aggregate indebtedness thereunder may be increased by $50,000,000, up to a total of $350,000,000. (The Revolving Loan Agreement Banks and the Term Loan Agreement Banks hereinafter are referred to collectively as the 'Banks', and all references in this Agreement to the 'Loan Agreement' shall be deemed to be references to the 'Revolving Loan Agreement'.)"

(c) Amendment to Definition of Secured Obligations. The definition of "Secured Obligations" was amended to read in full as follows:

"'Secured Obligations' means, collectively: (i) any and all present and future Obligations of any type or nature of Grantors or any one or more of them to the Administrative Agent, the Revolving Loan Agreement Banks, or any one or more of them, arising under or relating to the Loan Documents entered into in connection with the Revolving Loan Agreement or any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including Obligations of performance as well as Obligations of payment under such Loan Documents, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any

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REEL: 1798 FRAME: 0721

Grantor; and (ii) any and all present and future Obligations under (and as defined in) the Term Loan Agreement of any type or nature of Grantors or any one or more of them to the Administrative Agent under (and as defined in) the Term Loan Agreement, the Term Loan Agreement Banks, or any one or more of them, arising under or relating to the Loan Documents entered into in connection with (and as defined in) the Term Loan Agreement, or any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including Obligations of performance as well as Obligations of payment under the Term Loan Agreement, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Grantor."

(d) Amendment to Definition of "Secured Party". The definition of "Secured Party" was amended to read in full as follows:

"'Secured Party' means the Collateral Agent who shall receive and hold the assignments made hereunder for the ratable benefit of each of (i) the Revolving Loan Agreement Banks and (ii) the Term Loan Agreement Banks. Subject to the terms and conditions of the Intercreditor Agreement, any right, remedy, privilege, or power of Secured Party shall be exercised by the Collateral Agent."

(e) Amendment to Exhibit A. Exhibit A to the Trademark Assignment (the Instrument of Joinder) was amended to read in full as set forth on Attachment "A" to this Memorandum.

4. Except as expressly amended and supplemented by the Global Collateral Documents Amendment as described herein, the terms and conditions of the Trademark Assignment shall remain unaltered, are hereby reaffirmed, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Memorandum by their respective duly authorized officers as of the date first above written.

"Grantors"

AZTAR CORPORATION,
a Delaware corporation

By _____
Neil Ciarfalia
Treasurer

ADAMAR OF NEW JERSEY, INC.,
a New Jersey corporation

By _____
Neil Ciarfalia
Treasurer

RAMADA EXPRESS, INC.,
a Nevada corporation

By _____
Nelson W. Armstrong, Jr.
Vice President & Secretary

HOTEL RAMADA OF NEVADA,
a Nevada corporation

By _____
Nelson W. Armstrong, Jr.
Vice President & Secretary

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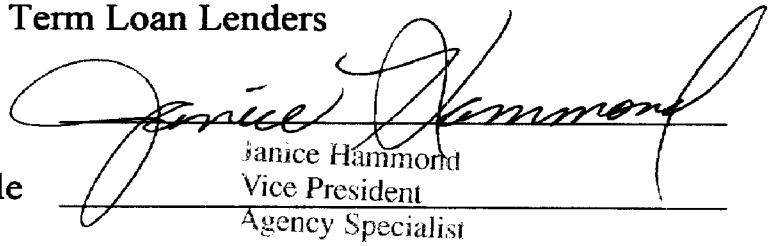
"Secured Party"

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Collateral Agent for the Revolving Loan Lenders and for the Term Loan Lenders

By 

Janice Hammond
Vice President
Agency Specialist

Title

TRADEMARK
REEL: 1798 FRAME: 0724

ATTACHMENT A
TO
MEMORANDUM OF AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of _____, ____, by _____, a _____ ("Joining Party"), and delivered to Bank of America National Trust and Savings Association, as Collateral Agent, pursuant to the Trademark Collateral Assignment dated as of October 4, 1994 made by the Grantors, jointly and severally, as specified therein, in favor of the Collateral Agent for the ratable benefit of (i) each of the lenders which are parties from time to time to the Revolving Loan Agreement referred to below and (ii) each of the lenders which are parties from time to time to the Term Loan Agreement referred to below, as Secured Party, as amended by that certain Global Collateral Documents Amendment dated as of May 28, 1998 (collectively, and as it may be amended from time to time, the "Trademark Collateral Assignment"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Trademark Collateral Assignment.

RECITALS

(a) The Trademark Collateral Assignment was made by the Grantors in favor of the Collateral Agent for the ratable benefit of (i) each of the lenders that are parties to that certain Reducing Revolving Loan Agreement dated as of May 28, 1998, by and among Aztar Corporation, a Delaware corporation ("Borrower"), the lenders from time to time a party thereto, and Bank of America National Trust and Savings Association, as Administrative Agent for the lenders (as it may be amended from time to time, the "Revolving Loan Agreement") and (ii) each of the lenders that are parties to that certain Term Loan Agreement dated as of May 28, 1998, by and among Aztar Corporation, a Delaware corporation ("Borrower"), the lenders from time to time a party thereto, and Bank of America National Trust and Savings Association, as Administrative Agent for the lenders (as it may be amended from time to time, the "Term Loan Agreement").

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(b) Joining Party has become a Significant Subsidiary of Borrower, and as such is required pursuant to Section 5.11 of each of the Revolving Loan Agreement and the Term Loan Agreement to become a Grantor under the Trademark Collateral Assignment.

(c) Joining Party expects to realize direct and indirect benefits as a result of the availability to Borrower of the credit facilities under the Revolving Loan Agreement and the Term Loan Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 13 of the Trademark Collateral Assignment. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Collateral Assignment with respect to all Obligations of Borrower heretofore or hereafter incurred under the Loan Documents, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Trademark Collateral Assignment.

(2) Attached hereto as Schedule 1 is a complete list of all of Joining Party's trademarks, trade names, trade styles, and service marks which shall also constitute "Collateral" as defined in the Trademark Collateral Assignment.

(3) The effective date of this Joinder is _____, ____.

"Joining Party"

_____

a _____

By:_____

Title:_____

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ACKNOWLEDGED:

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,
as Collateral Agent

By:_____

Title:_____

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SCHEDULE 1 TO INSTRUMENT OF JOINDER
TO
TRADEMARK COLLATERAL ASSIGNMENT

Existing and Pending Trademarks

Mark	Application or Registration No.	Application or Registration Date

Schedule 4.8

Existing Trademarks, Trade Names and Trade Styles

A. Existing Trademarks owned by Aztar Corporation

1. A WORLD WHERE WINNERS PLAY AND PLAYERS WIN
(no design)
Classes 41, 42
R 162 0456

2. AZTAR
(stylized)
Classes 41, 42
R 160 1455

3. AZTAR
(block)
Classes 41, 42
R 160 1456

4. AZTAR
(in stylized letters NV 300 2160)
Classes 41, 42
(Nevada, 1989/09/07)

5. AZTAR
(in stylized letters NV 300 2161)
Classes 41, 42
(Nevada, 1989/09/07)

6. AZTAR CORPORATION
(no design)
Class 41
R089470 (Arizona)

7. CASINO AZTAR
an Indiana registration

8. CASINO AZTAR
a Missouri registration

9. DIAMOND CLUB
Federal Registration No. 1,950,116

10. FROSTY MAIDEN PUB & BREWERY CANCELED

TRADEMARK
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Existing Trademarks owned by Aztar Corporation cont'd

11. HOW LUCKY CAN YOU GET!
(no design)
Classes 41, 42
R 174 1833

12. LAS VEGAS BY THE SEA
Federal Registration No. 1,875,641

13. TIVOLI PIER — CANCELED
(no design)
Class 41
R 162 0455
X

14. TIVOLI PIER
(no design)
Class 42
R 171 6812

15. TROP
(no design)
Classes 41, 42
R 127 0320

16. TROP PARK TRANSPORTATION CENTER — CANCELED
(plus design)
Class 39
R 156 1412

17. TROP WORLD
(no design)
Classes 41, 42
R 156 3835

18. TROPICANA
(no design)
Classes 41, 42
R 9949 and R 9965 (New Jersey)

19. TROPICANA
Class 41
R 157 2514

Existing Trademarks owned by Aztar Corporation cont'd

20. TROPICANA
(no design)
Class 42
(New York)
RNYS 12283

21. TROPICANA
(no design)
Classes 41, 42
R 153 0186

22. TROPWORLD CASINO & ENTERTAINMENT RESORT — CANCELED
(plus design)
Classes 41, 42
R 164 7062

23. 21ST CENTURY SLOTS — ABANDONED

24. YOU WIN WITH EVERY PULL
a pending application for federal registration

B. Existing Trademarks owned by Ramada Express, Inc.

1. BACK TO THE 1940'S
(stylized)
Class 41
75/238,838
Published in the Official Gazette 01/20/98

2. BACK TO THE 1940'S
(stylized)
Class 41
75/238,839
Published in the Official Gazette 01/13/98

3. BACK TO THE 1940'S
(stylized)
Class 41
75/238,845
Published in the Official Gazette 01/20/98

Existing Trademarks owned by Ramada Express, Inc

4. PASSAGGIO ITALIAN GARDENS
(and design)
Class 42
75/387,408
Receipt on the DATE OF FILING of application acknowledged 01/09/98

5. PASSAGGIO ITALIAN GARDENS
(and design)
Class 42
75/387,407
Receipt on the DATE OF FILING of application acknowledged 01/09/98

C. **Existing Trademarks owned by Hotel Ramada of Nevada**

1. BLACK BEARD'S TREASURE
(no design)
Class 41
(Nevada, 1992/09/02)

2. BLACK BEARD'S TREASURE
(in stylized letters)
Class 41
(Nevada, 1992/09/02)

3. COLOSSAL 4 OF A KIND
(no design)
Class 41
RNV 26 259 (Nevada)

4. DOUBLE PLAY 21
(no design)
Classes 41
RNV 26 261 (Nevada)

5. FORTUNE COVE
(no design)
Class 41
(Nevada, 1992/09/02)

6. FORTUNE COVE
(in stylized letters)
Class 41

(Nevada 1992/09/02)

Existing Trademarks owned by Hotel Ramada of Nevada

7. ISLAND WINNERS CLUB
(no design)
Class 41
(Nevada 1992/09/02)

8. JACKPOT 21
(no design)
Class 41
(Nevada 1992/09/02)

9. JACKPOT 21
(plus design0
class 41
(Nevada 1992/09/02)

10. JACKPOT CRAPS
(no design)
Class 41
(Nevada 1992/09/02)

11. JACKPOT ROULETTE
(no design)
Class 41
RNV 26 514 (Nevada)

12. PLAYER ADVANTAGE
(no design)
Class 41
(Nevada 1992/09/02)

13. QUAD COLORS ROULETTE
(no design)
Class 41
RNV 26 260 (Nevada)

14. SEQUENTIAL ROYALS
(no design)
Class 41
(Nevada 1992/09/02)

15. SEQUENTIAL ROYALS

(in stylized letters)
Class 41
(Nevada 1992/09/02)

Existing Trademarks owned by Hotel Ramada of Nevada

16. THE FOUR CORNERS
Classes 41, 42
75/323,089

17. THE ISLAND OF LAS VEGAS
(no design)
Classes 41, 42
R 136 3774

18. TRIFECTA BLACKJACK
(no design)
Class 41
(Nevada 1992/09/02)

19. TRIFECTA BLACKJACK
(plus design)
Class 41
(Nevada 1992/09/02)

20. $20 GETS YOUR $50
Class 41
75/311,608

21. TYPHOON CASH ZONE
Class 41
75/309,722

22. WE TREAT YOU LIKE A WINNER
(no design)
Classes 41, 42
R 134 6838

D. The following Trademarks have been applied for by Aztar Indiana Gaming Corporation.

1. CASINO AZTAR'S HOOSIER HYSTERIA
Indiana

2. EVERY DAY'S A PARTY

Indiana

E. The following Trademarks have been either canceled or abandoned

1.	(DE) Classes 9, 11 AZ 0242101 (Arizona)		Abandoned
2.	TEMTECH Classes 9, 11 AZ 0251162 (Arizona)	Ramada Energy Systems	Canceled
3.	TEMTECH Class 6 (1992/04/01, Colorado)		Abandoned

The following Trademarks have been either canceled or abandoned

4.	SUN AND FOUR ARROWS (plus design) Class 6 (1992/04/01, Colorado)		Abandoned
5.	(design only) Class 37 R 1542917	Ramada Energy Systems Ltd. Partnership	Canceled
6.	CRYST AIR (plus design) Class 9		Abandoned
7.	(design only) R 1264843 Canceled on 1990/07/03	Ramada Energy Systems, Inc.	Canceled
8.	TEMTECH (no design) R 1264844 Canceled on 1990/07/03	Ramada Energy Systems, Inc.	Canceled
9.	TROPICANA (no design) Classes 41, 42 R 119 3337	Ramada Inns, Inc.	Canceled

Canceled 1989/01/17