

11-09-1998

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the attached original documents or copy thereof.

1. Name of conveying party(ies):

Boomtown, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Memorandum of Amendment to Trademark Security Interest Assignment
- Merger
- Change of Name

Execution Date: October 14, 1998

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

Name: Bank of America NT & SA, as Administrative Agent

Internal Address: Attn: Agency Specialist

Street Address: 555 S. Flower St., #3283

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,120,681  
1,924,855  
1,866,988

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:

3

7. Total fee (37 CFR 3.41): \$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

11/05/1998 JSHABAZZ 00000047 2120681

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 50.00 DP

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.

John E. Friedrichs, Esq.  
Name of Person Signing

Signature

Nov. 1, 1998  
Date

Total number of pages comprising cover sheet:

23

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1810 FRAME: 0658

MEMORANDUM OF AMENDMENT TO TRADEMARK  
SECURITY INTEREST ASSIGNMENT

THIS MEMORANDUM OF AMENDMENT TO TRADEMARK SECURITY INTEREST ASSIGNMENT (this "Memorandum"), dated as of October 14, 1998, is entered into by and among Hollywood Park, Inc., a Delaware corporation ("Borrower"), Hollywood Park Operating Company, a Delaware corporation ("HPOC"), Hollywood Park Fall Operating Co., a California corporation ("HPFC"), HP/Compton, Inc., a California corporation ("HPCI"), HP Yakama, Inc., a Delaware corporation ("HPYI"), Crystal Park Hotel and Casino Development Company, LLC, a California limited liability company ("Crystal Park"), Turf Paradise, Inc., an Arizona corporation ("TPI"), Louisiana-I Gaming, a Louisiana Partnership in Commendam ("LIG"), Louisiana Gaming Enterprises, Inc., a Louisiana corporation ("LGEI"), Boomtown, Inc., a Delaware corporation ("Boomtown"), Boomtown Hotel & Casino, Inc., a Nevada corporation ("BHCI"), Mississippi-I Gaming, L.P., a Mississippi limited partnership ("MIGP"), Bayview Yacht Club, Inc., a Mississippi corporation ("BYCI"), Casino Magic Corp., a Minnesota corporation ("CMC"), Mardi Gras Casino Corp., a Mississippi corporation ("MGCC"), Biloxi Casino Corp., a Mississippi corporation ("BXCC"), Casino Magic Finance Corp., a Mississippi corporation ("CMFC"), Bay St. Louis Casino Corp., a Mississippi corporation ("BSLCC"), Casino One Corporation, a Mississippi corporation ("Casino One"), Boomtown Hoosier, Inc., an Indiana corporation ("BHI"), Indiana Ventures, LLC, a Nevada limited liability company ("IVL"), Switzerland County Development Corporation, a Nevada corporation ("SCDC", and together with Borrower, HPOC, HPFC, HPCI, HPYI, Crystal Park, TPI, LIG, LGEI, Boomtown, BHCI, MIGP, BYCI, CMC, MGCC, BXCC, CMFC, BSLCC, BHI and IVL, "Grantors"), and Bank of America National Trust and Savings Association ("BofA"), as Administrative Agent ("Administrative Agent") for the Amended Loan Agreement Banks (as defined below).

1. Certain of the Grantors entered into that certain Trademark Security Interest Assignment (the "Original Trademark Agreement") dated as of June 30, 1997 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 August 13, 1997 in Reel 1628, Frame 0061 of the records of the United States Patent and Trademark Office.

2. Borrower has entered into that certain Amended and Restated Reducing Revolving Loan Agreement dated as of October 14, 1998 (the "Amended Loan Agreement") with Societe Generale and Bank of Scotland, as Managing Agents, First National Bank of Commerce, as Co-Agent, BofA as Administrative Agent, and the Banks party thereto (the "Amended Loan Agreement Banks").

3. This Memorandum memorializes the following amendments to the Original Trademark Agreement which were effected pursuant to the terms of that certain Omnibus Ancillary Documents Amendment (the "Omnibus Ancillary Documents Amendment") dated as of October 14, 1998 by and among Borrower, HPOC, Hollywood Park Food Services, Inc., a California corporation, HPFC, HPCI, HPYI, TPI, LIG, LGEI, Boomtown, BHCI, MIGP, BYCI, Crystal Park, and Administrative Agent:

3.1 Amendment to Preamble. The Preamble is hereby amended to read in full as follows:

"This TRADEMARK SECURITY INTEREST ASSIGNMENT (this "Assignment") is made and entered into as of June 30, 1997 by Hollywood Park, Inc., a Delaware corporation ("Borrower") and those Subsidiaries of Borrower that are parties hereto, as indicated on the signature pages hereof, and/or that become parties hereto in the manner provided in Section 10 hereof, and each of them, jointly and severally, as Grantors (each a "Grantor", and collectively "Grantors"), in favor of Bank of America National Trust and Savings Association, as the Administrative Agent under the Loan Agreement referred to below for the ratable benefit of each of the Banks which are parties to the Loan Agreement from time to time, as Secured Party ("Secured Party"), with reference to the following facts:"

3.2 Amendment to Recital A. Recital A is hereby amended to read in full as follows:

"A. Pursuant to the Amended and Restated Reducing Revolving Loan Agreement dated as of October 14, 1998 by and among Borrower, the Banks which are parties thereto, Societe Generale and Bank of Scotland, as Managing Agents, First National Bank of Commerce, as Co-Agent, 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 "Loan Agreement"), the Banks have agreed to extend certain credit facilities to Borrower. The Loan Agreement amends and restates in its entirety the Reducing Revolving Loan Agreement dated as of March 27, 1997 among Borrower, Bank of Scotland, Bankers Trust Company and Societe Generale, as Co-Agents, the Banks therein named, and Bank of America National Trust and Savings Association, as Managing Agent (the "Prior Loan Agreement"), and the Collateral (as defined in the Prior

Loan Agreement) shall continue to secure the Obligations (as defined in the Loan Agreement)."

### 3.3 Amendments to Section 1.

(a) The first sentence of Section 1 is hereby amended by replacing the term "Trademark Security Interest Assignment" therein with the term "Trademark Collateral Assignment".

(b) The definition of "Secured Obligations" is hereby amended to read in full as follows:

"Secured Obligations' means any and all Obligations of any type or nature of any one or more of Grantors or any Party to the Administrative Agent, the Banks, and any one or more of them, arising under or relating to one or more of the Loan Documents, 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, and *including* interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Grantor or any other Person."

(c) The definition of "Secured Party" is hereby amended to read in full as follows:

"Secured Party' means the Administrative Agent who shall receive and hold the assignments made hereunder for the ratable benefit of each of the Banks which are parties to the Loan Agreement from time to time. Subject to the terms and conditions of the Loan Agreement, any right, remedy, privilege, or power of Secured Party shall be exercised by the Administrative Agent."

3.4 Amendment to Section 4(g). Section 4(g) is amended by replacing the term "Managing Agent" in the third line thereof with the term "Administrative Agent".

3.5 Amendment to Section 9. Section 9 is amended by replacing the term "Managing Agent" in the ninth line thereof with the term "Administrative Agent".

3.6 Amendment to Section 12. Section 12 is amended as follows: (a) by replacing the term "Managing Agent" in the second line thereof with the term

"Administrative Agent", and (b) by replacing the term "Loan Assignment" in the second line thereof with the term "Loan Agreement".

3.7 Amendment to Schedule 1. Schedule 1 to the Original Trademark Agreement is hereby amended to read in full as set forth on Attachment "A" to this Memorandum.

3.8 Amendment to Exhibit A. Exhibit A to the Original Trademark Agreement (the Instrument of Joinder) is hereby amended to read in full as set forth on Attachment "B" to this Memorandum.

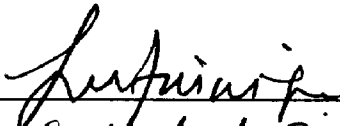
4. Except as expressly amended and supplemented by the Omnibus Ancillary Documents Amendment as described herein, the terms and conditions of the Original Trademark Agreement shall remain unaltered, are hereby reaffirmed, and shall continue in full force and effect.

5. This Memorandum also memorializes the joinder, (i) pursuant to that certain Instrument of Joinder dated as of October 14, 1998, of CMC, MGCC, BXCC, CMFC, BSLCC, and Casino One (the "CMC Parties") to the Original Trademark Agreement as amended by the Omnibus Ancillary Documents Amendment, and (ii) pursuant to that certain Instrument of Joinder dated as of October 14, 1998, of BHI, IVL and SCDC (the "Indiana Parties") to the Original Trademark Agreement as amended by the Omnibus Ancillary Documents Amendment. Attached hereto as Attachment "C" to this Memorandum is a complete list of all of the CMC Parties' trademarks, trade names, trade styles, and service marks which shall also constitute "Collateral" as defined in the Original Trademark Assignment as amended by the Omnibus Ancillary Documents Amendment. Attached hereto as Attachment "D" to this Memorandum is a complete list of all of the Indiana Parties' trademarks, trade names, trade styles, and service marks which shall also constitute "Collateral" as defined in the Original Trademark Assignment as amended by the Omnibus Ancillary Documents Amendment.

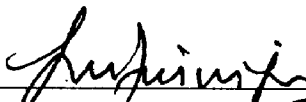
IN WITNESS WHEREOF, the parties have executed this Memorandum by their respective duly authorized officers as of the date first above written.

"Grantors"

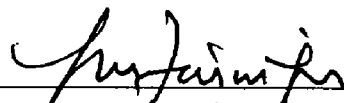
HOLLYWOOD PARK, INC.,  
a Delaware corporation

By:   
Name: G. Michael Finnigan  
Title: Executive Vice President and CFO

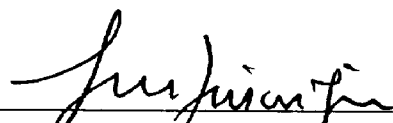
HOLLYWOOD PARK OPERATING COMPANY,  
a Delaware corporation

By:   
Name: G. Michael Finnigan  
Title: Executive Vice President and CFO

HOLLYWOOD PARK FALL OPERATING CO.,  
a Delaware corporation

By:   
Name: G. Michael Finnigan  
Title: Executive Vice President and Treasurer

HP/COMPTON, INC.,  
a California corporation

By:   
Name: G. Michael Finnigan  
Title: Vice President and CFO

HP YAKAMA, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: *G Michael Finnigan*  
Title: *Vice President and Treasurer*

TURF PARADISE, INC.,  
an Arizona corporation

By: \_\_\_\_\_  
Name: *G Michael Finnigan*  
Title: *Vice President and Treasurer*

LOUISIANA-I GAMING,  
a Louisiana Partnership in Commendam

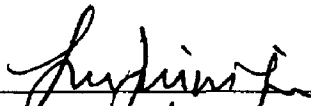
By: LOUISIANA GAMING ENTERPRISES,  
INC., a Louisiana corporation,  
its general partner

By: \_\_\_\_\_  
Name: *G Michael Finnigan*  
Title: *Vice President and CFO*

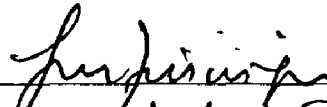
LOUISIANA GAMING ENTERPRISES, INC.,  
a Louisiana corporation

By: \_\_\_\_\_  
Name: *G Michael Finnigan*  
Title: *Vice President and CFO*

BOOMTOWN, INC.,  
a Delaware corporation

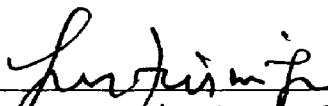
By:   
Name: G. Michael Finnigan  
Title: Vice President and CFO

BOOMTOWN HOTEL & CASINO, INC.,  
a Nevada corporation

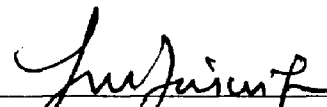
By:   
Name: G. Michael Finnigan  
Title: Vice President and CFO

MISSISSIPPI-I GAMING, L.P.,  
a Mississippi limited partnership

By: BAYVIEW YACHT CLUB, INC.,  
a Mississippi corporation, its general partner

By:   
Name: G. Michael Finnigan  
Title: Vice President and CFO

BAYVIEW YACHT CLUB, INC.,  
a Mississippi corporation

By:   
Name: G. Michael Finnigan  
Title: Vice President and CFO



CASINO MAGIC CORPORATION,  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MARDI GRAS CASINO CORP.,  
a Mississippi corporation


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CRYSTAL PARK HOTEL AND CASINO  
DEVELOPMENT COMPANY, LLC,  
a California limited liability company


By: HP/COMPTON, INC.,  
a California corporation,  
its managing member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: G/Michael Finnigan  
Vice President and CFO

CASINO MAGIC CORPORATION,  
a Minnesota corporation

By:   
Name: Chairman MARLIN F. FERGUSON  
Title: President & CEO

MARDI GRAS CASINO CORP.,  
a Mississippi corporation


By:   
Name: Chairman MARLIN F. FERGUSON  
Title: President & CEO

CRYSTAL PARK HOTEL AND CASINO  
DEVELOPMENT COMPANY, LLC,  
a California limited liability company

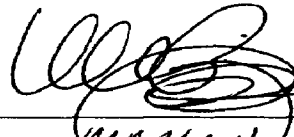
By: HP/COMPTON, INC.,  
a California corporation,  
its managing member

By: \_\_\_\_\_  
Name:  
Title:


BILOXI CASINO CORP.,  
a Mississippi corporation

By:   
Name: MARLIN F. TORBUSON  
Title: CHAIRMAN PRES & CEO

CASINO MAGIC FINANCE CORP.,  
a Mississippi corporation

By:   
Name: MARLIN F. TORBUSON  
Title: CHAIRMAN PRESIDENT & CEO

BAY ST. LOUIS CASINO CORP.,  
a Mississippi corporation

By:   
Name: MARLIN F. TORBUSON  
Title: CHAIRMAN PRESIDENT & CEO

CASINO ONE CORPORATION,  
a Mississippi corporation

By:   
Name: MARLIN F. TORBUSON  
Title: CHAIRMAN PRESIDENT & CEO

BOOMTOWN HOOSIER, INC.,  
a Nevada corporation

By [Signature]  
Name G. Michael Finnigan  
Title Vice President and CFO

INDIANA VENTURES, LLC,  
a Nevada limited liability company

By: BOOMTOWN, INC.,  
a Delaware corporation,  
as Managing Member

By [Signature]  
Name G. Michael Finnigan  
Title Vice President and CFO

SWITZERLAND COUNTY DEVELOPMENT  
CORPORATION, a Nevada corporation

By [Signature]  
Name G. Michael Finnigan  
Title Vice President and CFO

"Secured Party"

BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION, as Administrative  
Agent for the Amended Loan Agreement Banks

By: \_\_\_\_\_  
Name:  
Title:

BOOMTOWN HOOSIER, INC.,  
a Nevada corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

INDIANA VENTURES, LLC,  
a Nevada limited liability company

By: BOOMTOWN, INC.,  
a Delaware corporation,  
as Managing Member

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

SWITZERLAND COUNTY DEVELOPMENT  
CORPORATION, a Nevada corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Secured Party"

BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION, as Administrative  
Agent for the Amended Loan Agreement Banks

By:   
Name: Janice Hammond  
Title: Vice President  
Agency Specialist

**Memorandum of Amendment to  
Trademark Security Interest Assignment  
Attachment A**

**Schedule 1  
to  
Trademark Security Interest Assignment**

Name	Trademark	Number	Date
<b>FEDERAL TRADEMARK REGISTRATIONS</b>			
Hollywood Park, Inc.	HOLLYWOOD PARK	1,850,076	August 16, 1994
Turf Paradise, Inc.	TURF PARADISE	2,160,172	May 26, 1998
Boomtown, Inc.	THE WILD WEST AT ITS BEST	2,120,681	December 16, 1997
	AMERICA'S FAVORITE	1,924,855	October 3, 1995
	BOOMTOWN	1,866,988	December 13, 1994
<b>NEVADA STATE REGISTRATIONS</b>			
Boomtown Hotel & Casino, Inc.	WAKE THE DRAGON		December 16, 1996
	PAYROLL PICK'EM UP BUCK		July 24, 1995
Boomtown Hotel & Casino			
<b>LOUISIANA STATE REGISTRATIONS</b>			
Louisiana - I Gaming	BOOMER'S SALOON & Design		January 27, 1995
	BOOMER'S SALOON & DANCE HALL & Design		January 27, 1995
	BOOMTOWN BELLE		June 23, 1994
	BOOMTOWN WESTBANK		June 23, 1994

	BOOMTOWN BELLE CASINO WESTBANK		June 23, 1994
	BOOMTOWN BELLE CASINO		June 23, 1994

Boomtown, Inc. Trade Names:

Round 'Em Up Royal  
 Bronc N Boots  
 Bike N Boots  
 Which Way Royal  
 This A Way  
 That A Way  
 Rattlesnake Rickey's  
 Whiskey River Bar  
 Peedoodles Long Bar

Boomtown Hotel & Casino, Inc. Trade Names

Bars:	Long Haul Red Eye	Specific Items:	"Boomtown Golden Spurs" "Boomtown Rides the Hi
Sierra"	Six Shooter Stagecoach		"Boomtown Wild West" "Bikes and Boots:
Restaurants:	Drovers Buffet (Silver Screen) Tumbleweed Waddies	Promotions:	"Buck-A-Roo Bonus"

Trade Names used in Biloxi

Beverage: Boots Cabaret Bar  
 Spurs Saloon Bar  
 Six Shooter Bar

Restaurants: Longhorn Restaurant  
 Main Street Restaurant

Trade Names used in Harvey

Restaurants: Mossy Horn Cafe  
 Silver Screen Buffet

Bars: Boomers' Cabaret  
 Deck 1 Bar  
 Crockett's Bar (Deck 2)  
 Cottonworth Bar (Deck 3)

Promotions: Blackjack Classic Tournament  
 Players Club



ATTACHMENT B

TO MEMORANDUM OF AMENDMENT TO  
TRADEMARK SECURITY INTEREST ASSIGNMENT

EXHIBIT A  
TO  
TRADEMARK SECURITY INTEREST 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 Administrative Agent, pursuant to the Trademark Security Interest Assignment dated as of June 30, 1997 made by Hollywood Park, Inc., a California corporation (the "Borrower"), and each of the other Grantors party thereto (each a "Grantor" and collectively the "Grantors") in favor of the Managing Agent and the Banks described therein, as amended by that certain Omnibus Ancillary Documents Amendment dated as of October 14, 1998 (collectively, and as it may be amended from time to time, the "Trademark Assignment"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Trademark Assignment.

RECITALS

(a) The Trademark Assignment was made by the Grantors in favor of the Administrative Agent for the ratable benefit of the Banks that are parties to that certain Amended and Restated Reducing Revolving Loan Agreement dated as of October 14, 1998 (the "Amended Loan Agreement"), by and among Borrower, Societe Generale and Bank of Scotland as Managing Agents, First National Bank of Commerce as Co-Agent, Bank of America National Trust and Savings Association, as Administrative Agent, and the Banks which are parties thereto (the "Amended Loan Agreement Banks").

(b) Joining Party has become a Significant Subsidiary of Borrower, and as such is required pursuant to Section 5.11 of the Amended Loan Agreement to become a Grantor.

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

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 10 of the Trademark Assignment. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark 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 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 Assignment.

(3) The effective date of this Joinder is \_\_\_\_\_, \_\_\_\_\_.

"Joining Party"

\_\_\_\_\_ a \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED:

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

[attach notarial acknowledgments]

SCHEDULE 1  
to Instrument of Joinder

Existing and Pending Trademarks

Name of Joining Party: \_\_\_\_\_

<u>Mark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>
-------------	--------------	--------------------------------	------------------------------

**Memorandum of Amendment to  
Trademark Security Interest Assignment  
Attachment C**

**Schedule I to  
Instrument of Joinder (Trademark)(CMC Entities)**

<u>Name</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>
<b>FEDERAL TRADEMARK REGISTRATIONS</b>			
Casino Magic Corp.	CASINO MAGIC	1,782,242	July 13, 1993
	ABRACADABRA'S	2,140,834	March 3, 1998
	A CUT ABOVE	1,840,960	June 21, 1994
	THE BRIDGES	2,121,569	December 16, 1997
	GOLDIGGERS	1,858,962	October 18, 1994
	MAGIC MONEY	2,117,148	December 2, 1997
	CASINO MAGIC GATEWAYS	1,978,158	June 4, 1996
	THE AMAZING RANDOLPH'S	2,140,898	March 3, 1998
<b>MISSISSIPPI STATE REGISTRATIONS</b>			
Mardi Gras Casino Corp.	CASINO MAGIC CORP. & Design		July 16, 1992
<b>CANADIAN TRADEMARK REGISTRATIONS</b>			
Casino Magic Corp.	CASINO MAGIC	440,194	March 3, 1995

<b>COMMON LAW MARKS</b>			
Casino Magic Corp.	Camp Magic		
Casino Magic Corp.	Notions & Potions		

Schedule 2 to  
Instrument of Joinder (Trademark)(CMC Entities)

Torgy's on the Green

Casino Magic uses the name "Torgy's on the Green" for a restaurant at the Casino Magic – Bay St. Louis golf clubhouse under a verbal license from Marlin F Torguson. Casino Magic plans to enter into a written license agreement which will permit use of such name as to the extent now used by Casino Magic for a period of three years without payment of a license fee.

Magic Money

The name "Magic Money" used by Casino Magic as a service mark has been contested in the past.

Sisseton-Wahpeton Tribe

The consulting agreement with the Sisseton-Wahpeton Tribe in North Dakota has been terminated by the Tribe. As a result, the Tribe is no longer authorized to use the name "Dakota Magic" in the operation of the casino, but has continued to do so in violation of the consulting agreement

Torgy's on the Green

Casino Magic uses the name "Torgy's on the Green" for a restaurant at the Casino Magic – Bay St. Louis golf clubhouse under a verbal license from Marlin F Torguson. Casino Magic plans to enter into a written license agreement which will permit use of such name as to the extent now used by Casino Magic for a period of three years without payment of a license fee.

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**Memorandum of Amendment to  
Trademark Security Interest Assignment  
Attachment D**

Schedule I  
to  
Instrument of Joinder (Trademark)(Indiana Entities)

None.