FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

6-23-99

07-01-1999

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [x] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 06/08/99

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 06/08/99

Name: ALTON GAMING COMPANY

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation
- [ ] Association
- [ ] Other
- [x] Citizenship/State of Incorporation/Organization: Illinois

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Wells Fargo Bank

DBA/AKA/TA:

Composed of:

06-23-1999
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #39

Address (line 1): P.O. Box 300

Address (line 2): Commercial Banking Division

Address (line 3): Reno (City) Nevada (State/Country) 89504 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [x] Other: National Association
- [ ] Citizenship/State of Incorporation/Organization: U.S.A.

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

06/30/1999 DNBUYEN 00000233 1931461
01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number: 202-457-0160

Name: Marc A. Bergsman

Address (line 1): Dickinson Wright PLLC

Address (line 2): 1901 L Street, NW

Address (line 3): Suite 800

Address (line 4): Washington, DC 20036

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 34

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,931,461	1,939,657	1,938,400
			1,937,003		

Number of Properties

Enter the total number of properties involved. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 115.00

Method of Payment: Enclosed ☑ Deposit Account ☑

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 04-1061

Authorization to charge additional fees: Yes ☑ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Marc A. Bergsman	Marc A. Bergsman	June 23, 1999
Name of Person Signing	Signature	Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made and entered into as of June 8, 1999 by and among ARGOSY GAMING COMPANY, a Delaware corporation, THE MISSOURI GAMING COMPANY, a Missouri corporation, ALTON GAMING COMPANY, an Illinois corporation, IOWA GAMING COMPANY, an Iowa corporation, JAZZ ENTERPRISES, INC., a Louisiana corporation, ARGOSY OF LOUISIANA, INC., a Louisiana corporation, CATFISH QUEEN PARTNERSHIP IN COMMENDAM, a Louisiana partnership in commendam, and THE INDIANA GAMING COMPANY, an Indiana corporation, all of which are hereinafter collectively referred to as "Debtors", and WELLS FARGO BANK, National Association, as Agent Bank on behalf of the Lenders, the Swingline Lender and the L/C Issuer, all of which are described hereinbelow, hereinafter referred to, in such capacity, as "Agent Bank".

W_I_T_N_E_S_S_E_T_H:

WHEREAS:

A. Reference is made to that certain Credit Agreement (as it may be hereafter renewed, extended, amended, restated, supplemented, or otherwise modified, the "Credit Agreement") executed concurrently, or substantially concurrent, herewith by and among Debtors, the Lenders therein named (each, together with their respective successors and assigns, individually being referred to herein as a "Lender" and collectively as the "Lenders"), the Swingline Lender therein named (referred to herein, together with its successors and assigns, as the "Swingline Lender"), the L/C Issuer therein named (referred to herein, together with its successors and assigns, as the "L/C Issuer"), Agent Bank and the other parties thereto. Agent Bank, the Lenders, the Swingline Lender and the L/C Issuer are collectively referred to herein as the "Banks". All capitalized words and terms which are used herein (and which are not otherwise defined herein) shall have the respective meanings and be construed herein as provided in Section 1.01 of the Credit Agreement and any reference to a provision of the Credit Agreement shall be deemed to incorporate that provision as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

B. Debtors desire to grant a security interest to Agent Bank in all of their now owned, or hereafter acquired,

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right, title and interest in, and to, the Trademarks, the Copyrights and all other Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. Definitions. As used herein, the following terms shall have the respective meanings set forth below and unless the context otherwise requires, capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Credit Agreement.

"Abandoned and De Minimis Trademarks" shall mean those Trademarks owned or previously owned by any of the Debtors that have been abandoned and have not more than de minimis value.

"Agreement" shall mean this Trademark Security Agreement, including all amendments, supplements and extensions hereto and restatements hereof entered into at any time and from time to time and any exhibits or schedules to any of the foregoing.

"Copyrights" mean all copyrights, copyright registrations, and copyright applications, which, in each case, are now or hereafter filed with the Copyright Office of the Library of Congress or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, and all renewals thereof, which are owned by Debtors, or any of them, which Copyrights include, without limitation, all such items which are particularly described by Schedule A attached hereto and incorporated by reference herein.

"Intellectual Property Collateral" shall mean all of the property and interests in property described in Section 2.01 hereof which shall, from time to time, secure any of the Secured Obligations.

"Secured Obligations" shall mean all of Debtors' indebtedness, obligations and liabilities arising under the Credit Agreement, the Revolving Credit Note, the Swingline Note and/or any other Loan Document and any other indebtedness, obligation or liability of Debtors, or any of them, which may be secured by any of said Loan Documents, (including, without limitation, any sums which may be owing by Debtors to any of the Banks under the terms of any rate swap,

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or similar agreement which is intended to protect any of the Debtors against fluctuations in interest or currency exchange rates) all as such obligations or Loan Documents may be modified, amended, supplemented, restated, increased or extended from time to time.

"Trademarks" shall mean all right, title and interest of Debtors, or any of them, in the United States and outside of the United States, in and to all of their respective now owned or hereafter acquired trademarks, service marks, trade names, trade dress, colors, designs, logos, indicia, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and all registrations and applications to register the same, and all renewals thereof, and the goodwill and business relating to such applications, which Trademarks include, without limitation, all such items which are particularly described by Schedule A attached hereto and incorporated by reference herein.

"Unknown Intellectual Property Collateral" shall mean Intellectual Property Collateral, the rights to which: (i) are based solely on common law; and (ii) are not known to any of the Debtors after exercise of reasonable diligence.

Section 2. Intellectual Property Collateral; General Terms.

2.01. Security Interest. To secure the prompt payment of the Secured Obligations, Debtors hereby grant to Agent Bank a continuing security interest in and to all of the following property and interests in property of Debtors, or any of them, whether now owned or existing, hereafter acquired or arising, or in which Debtors, or any of them, now or hereafter have any rights, including without limitation any such property used in or useful to the businesses of Debtors, or any of them, or the operation of such businesses, and wheresoever located (collectively, the "Intellectual Property Collateral"):

(a) all right, title and interest of Debtors, or any of them, in and to the Trademarks;

(b) all right, title and interest of Debtors, or any of them, in and to all: (i) income, royalties, damages and payments now and hereafter due and/or payable under all Trademarks; (ii) rights now existing, or hereafter accruing, to sue and collect damages and payments

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for past or future infringements of the Trademarks; and (iii) other proceeds or products of any of the Trademarks, of any nature whatsoever;

(c) all the goodwill in the businesses symbolized by the Trademarks;

(d) all right, title and interest of Debtors, or any of them, in and to the Copyrights; and

(e) all right, title and interest of Debtors, or any of them, in and to all: (i) income, royalties, damages and payments now and hereafter due and/or payable under all Copyrights; (ii) rights now existing, or hereafter accruing, to sue and collect damages and payments for past or future infringement of the Copyrights; and (iii) other proceeds or products of any of the Copyrights, of any nature whatsoever.

2.02. Existing Trademarks and Copyrights. All Trademarks and Copyrights in which the Debtors have an interest, other than: (i) Abandoned and De Minimis Trademarks; and (ii) Unknown Intellectual Property Collateral; are listed on Schedule A attached hereto and made a part hereof. In addition to identifying each such Trademark or Copyright, such listing also indicates which Trademarks and Copyrights have been registered (or are subject to an application for registration), in a state or federal office, and includes sufficient information to adequately identify each such registration or application.

2.03. Initial Filing. This Agreement shall be filed for recordation in the United States Patent and Trademark Office, with respect to Trademarks and in the U.S. Copyright Office with respect to Copyrights. Upon request by Agent Bank, Debtors shall cause this Agreement to be filed with the copyright or trademark registration office of the States of Illinois, Missouri, Louisiana, Iowa or Indiana and/or any other state, province, territory or country in which Agent Bank, in its reasonable discretion, determines that registration and/or recordation is necessary or appropriate to perfect Agent Bank's security interest in the Intellectual Property Collateral.

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Section 3. Representations and Warranties.

3.01. General Representations and Warranties. Debtors represent and warrant to Agent Bank that:

(a) Title to Intellectual Property Collateral. Debtors own all Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), free and clear of any assignments, liens, licenses or other security interests, encumbrances or title defects, infringements or other adverse claims, other than Permitted Encumbrances. None of the Debtors have signed, filed or recorded any assignment in favor of any Person (other than Agent Bank) with respect to any of the Intellectual Property Collateral, in the United States Patent and Trademark Office, in the U.S. Copyright Office or in the copyright or trademark office of any province, territory or country.

(b) Due Execution. Debtors have the right and power and are duly authorized and empowered to enter into, execute and deliver and perform this Agreement and the transactions contemplated hereby; this Agreement has been duly and validly executed by Debtors and constitutes a legal, valid and binding obligation of Debtors enforceable in accordance with its terms.

(c) Perfection. This Agreement creates a valid security interest in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) securing the repayment of the Secured Obligations and all filing and other actions necessary in order to perfect and protect such security interest have been duly taken or will be taken immediately following the date hereof.

3.02. Trademark and Copyright Representation and Warranty. All Intellectual Property Collateral consisting of applications for registrations of Trademarks and Copyrights have been duly and properly filed and all Intellectual Property Collateral consisting of registrations of Trademarks and Copyrights (including, without limitation, any and all renewals, reissues, continuations or divisions thereof, as the case may be) have been duly and properly filed and issued (other than pending applications) and, to the best of Debtors' knowledge, are valid and enforceable.

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3.03. Warranty and Reaffirmation of Warranties and Representations; Survival of Warranties and Representations. Each request for a Borrowing made by Debtors, or any of them, pursuant to the Loan Documents shall constitute a reaffirmation, as of the date of said request, of the representations and warranties of Debtors contained in Section 3 hereof (except to the extent that Debtors may otherwise notify Agent Bank, in writing, concurrently with, or prior to, any such request). All representations and warranties of Debtors contained in this Agreement shall survive the execution, delivery and acceptance of this Agreement by the parties thereto.

Section 4. Covenants.

4.01. Affirmative Covenants. Unless Agent Bank otherwise agrees in writing, Debtors covenant that they shall:

(a) Delivery of Documents. Furnish to Agent Bank, from time to time upon its reasonable request, a complete status report of all Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) and deliver to Agent Bank copies of any such Intellectual Property Collateral and other documents concerned with or related to the prosecution, protection, maintenance, enforcement and issuance of such Intellectual Property Collateral, and such other data and information as Agent Bank from time to time may reasonably request bearing upon or related to such Intellectual Property Collateral.

(b) Defense of Title. Use all reasonable efforts to defend their title to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) against all claims of all Persons whomsoever which, if not defended, could reasonably be expected to result in a Material Adverse Change, except with respect to liens and other rights created or permitted hereby.

(c) Execute Addenda. Promptly upon the filing of any application for registration of a Trademark or Copyright and upon the issuance of any registration of a Trademark or Copyright, they shall, unless Agent Bank agrees otherwise in writing:

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(i) execute an addendum to this Agreement, which addendum shall identify such Trademark or Copyright application or registration in sufficient detail to provide for perfection of a security interest in Debtor's interest thereunder;

(ii) with respect to United States trademark or copyright applications or registrations, cause this Agreement and such addendum to be recorded in the United States Patent and Trademark Office or U.S. Copyright Office, as appropriate; and

(iii) upon request by Agent Bank, cause this Agreement and such addendum to be recorded with the trademark or copyright registration office of any state in the United States in which Agent Bank determines, in its sole discretion, that filing is necessary or advisable to perfect Agent Bank's security interest in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) subject to such addendum.

(d) Affix Notices. Whenever any Trademarks are used by or on behalf of any of them, use their best efforts to affix or cause to be affixed (to the extent reasonably necessary to protect their right, title and interest in any such Trademark), a notice that the mark is a trademark, a service mark or is registered, which notice shall be in a form accepted or required by the trademark marking laws of each province, territory or country in which the mark is so used.

(e) Notice of Abandonment. Notify Agent Bank at least two (2) months prior to any voluntary abandonment of any Trademarks, which are material to the operations of any of them, or have material value, and obtain the written permission of Agent Bank to such abandonment, which permission shall not be unreasonably withheld or delayed. In the event that such permission to abandon is reasonably withheld by Agent Bank, Debtors shall, at their own expense, take all action reasonably necessary to continue and maintain each item of Intellectual Property Collateral in force.

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4.02. Negative Covenants. Without Agent Bank's prior written consent, which may be withheld by Agent Bank in its sole discretion, none of Debtors shall (except to the extent permitted in the Credit Agreement) license, transfer, convey or encumber any interest in or to any of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) or take any action, or permit any action to be taken, or fail to take any action which individually or in the aggregate would affect the validity or enforceability of any portion of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) or of the security interest of Agent Bank therein or which would otherwise violate any provision of any Loan Document.

4.03. Notice of Proceedings. Debtors shall promptly notify Agent Bank, in writing, of any suit, action or proceeding brought against any of them relating to, concerned with, or affecting any of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), if such suit, action or proceeding: (i) constitutes a Material Adverse Change; or (ii) would be reasonably likely to result in a Material Adverse Change if determined adversely to Debtors. Debtors shall, upon request from Agent Bank, deliver to Agent Bank a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep Agent Bank fully advised in writing of the progress of any such suit, action or proceeding.

4.04. Infringement. In the event of: (i) any infringement of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) by other Persons; or (ii) any other conduct by other Persons to the detriment of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks); which constitutes a Material Adverse Change, or is reasonably likely to result in a Material Adverse Change, Debtors shall promptly notify Agent Bank in writing of such infringement or other conduct and the full nature, extent, evidence and circumstances of such infringement or other conduct known to any of Debtors. Debtors shall take all reasonable steps to protect their interests and rights in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis

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Trademarks) which is the subject of such infringement or other conduct and shall provide Agent Bank written notice of all occurrences and developments with respect thereto. To the extent reasonably necessary, Debtors shall promptly bring and diligently and vigorously maintain an action to stop such infringement and other conduct (to the extent that, and so long as, such diligent and vigorous maintenance of an action is reasonable in light of the materiality of such infringement or other conduct and in light of the materiality of the item(s) of Intellectual Property Collateral which are subject to such infringement or other action). Debtors shall diligently and vigorously maintain such action until a decision is obtained from which no review or appeal can or has been taken or until such action is resolved otherwise in a manner reasonably satisfactory to Agent Bank.

4.05. Payment of Charges and Claims. Debtors shall pay, when due, all charges with respect to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral) and shall promptly obtain the discharge of such charges or of any lien, claim or encumbrance asserted against the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks). If Debtors shall fail to make such payments or shall fail to obtain such discharge, Agent Bank may, without waiving or releasing any obligation or liability of Debtors hereunder or any Event of Default under the Security Documentation, in its sole discretion, at any time or times thereafter, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Agent Bank deems advisable (provided that Agent Bank has first given Debtors notice of the proposed payment or action and Debtors have failed to make such payment or take such action within ten (10) Banking Business Days thereafter). All sums so paid by Agent Bank and any expenses incurred by Agent Bank on its behalf, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by Debtors to Agent Bank and shall be Secured Obligations secured by the Collateral under the Security Documentation, including, without limitation, the Intellectual Property Collateral, and shall bear interest, accruing from the date of such demand, at the Default Rate which is set forth in the Credit Agreement.

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Section 5. Agent Bank's Rights and Remedies.

5.01. Remedies. Upon the occurrence and during the continuation of an Event of Default, Agent Bank shall have and may exercise any one (1) or more of the rights and remedies provided to it under any of the Loan Documents or provided by any applicable law, including but not limited to, all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of California, and Debtors hereby agree to make the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) available to Agent Bank, to extent applicable, at a place to be designated by Agent Bank which is reasonably convenient to the parties, authorize Agent Bank to take possession of the Intellectual Property Collateral with or without demand and with or without process of law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the Secured Obligations in the order specified in the Credit Agreement, or as otherwise agreed to by Agent Bank. In addition to the foregoing, if an Event of Default shall occur and be continuing, Agent Bank may, by written notice to Debtors, take any or all of the following actions: (i) declare the entire right, title and interest of Debtors in and to each of the Copyrights and the Trademarks, the goodwill in the business symbolized by the Trademarks, and all other Intellectual Property Collateral to be immediately vested in Agent Bank, in which case Debtors agree to execute an assignment, in form and substance reasonably satisfactory to Agent Bank, of all their right, title and interest in and to the Copyrights and the Trademarks and the other Intellectual Property Collateral to Agent Bank; (ii) take and use or sell the Copyrights and Trademarks, the goodwill of any of Debtors' businesses symbolized by the Trademarks and the other Intellectual Property Collateral; and (iii) direct Debtors to refrain, in which event Debtors shall refrain, from using the Copyrights and Trademarks in any manner whatsoever, directly or indirectly, and, if requested by Agent Bank, change Debtors' corporate name(s) to eliminate therefrom any infringement of any Trademark and execute such other and further documents that Agent Bank may request to further confirm this and to transfer ownership of the Trademarks and registrations and any pending trademark application in the United States Patent and Trademark Office and/or the Copyrights and registrations and any pending applications for copyright registration in the U.S. Copyright Office to Agent Bank.

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5.02. Appointment of Agent Bank as Debtors' Lawful Attorney. Upon the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement), Debtors irrevocably designate, make, constitute and appoint Agent Bank (and all persons designated by Agent Bank) as the true and lawful attorney (and agent-in-fact) of each of them, and Agent Bank, or Agent Bank's agent, may, without notice to any of them take any action as Agent Bank reasonably deems necessary under the circumstances to file, prosecute, defend, issue, maintain, enforce or otherwise take action in respect to the Intellectual Property Collateral as required or permitted hereby, or to carry out any other obligation or duty of any of Debtors under this Agreement, including, without limitation, the right to execute any assignment of the Intellectual Property Collateral in the event any of the Secured Obligations are accelerated in accordance with any of the Loan Documents, and the employment of counsel. Debtors shall pay all fees and expenses, including attorneys' fees and expenses, incurred by Agent Bank in connection with such action and such fees and expenses shall form part of the Secured Obligations.

Section 6. Remedies Cumulative; etc. The rights, remedies and benefits of Agent Bank herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which Agent Bank may have under this Agreement, the Credit Agreement or any other Loan Document or at law, in equity, by statute or otherwise. The obligations of Debtors hereunder shall be joint and several.

Section 7. Expenses. This Agreement is a Loan Document, and the Intellectual Property Collateral is Collateral, all as contemplated by Section 10.21 of the Credit Agreement, which is incorporated by reference herein, and which provides, among other things, that the Debtors will reimburse Agent Bank for certain expenses incurred in connection with said Loan Documents, particularly set forth therein.

Section 8. Indemnity. Debtors hereby agree to jointly and severally indemnify, protect, defend and save harmless Agent Bank and each of the Banks and their respective directors, trustees, officers, employees, agents, attorneys and stockholders (individually an "Indemnified Party" and collectively, the "Indemnified Parties") from and against, any and all losses, damages, expenses or liabilities of any kind or nature from any suits, claims, demands or other proceedings, including reasonable counsel fees incurred in

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investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of, resulting from, or in any way connected with any of the following (collectively, the "Indemnification Circumstances"): (i) the preparation or administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights, or the defense thereof, of Agent Bank hereunder or under any of the Loan Documents, or (iv) the failure of Debtors to perform or observe any of the provisions hereof, all in accordance with Section 5.14 of the Credit Agreement which is incorporated by reference herein, and Debtors hereby agree that any claim caused by, relating to, arising out of, resulting from, or in any way connected with any of the Indemnification Circumstances shall be deemed to be subject to the provisions of said Section 5.14.

Section 9. No Delay; Waiver, etc. No delay on the part of Agent Bank in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. To the fullest extent permitted by law and except as otherwise provided for in this Agreement, Debtors waive: (a) all rights to notice of a hearing prior to Agent Bank's taking possession or control of, or to Agent Bank's reply, attachment or levy upon, the Intellectual Property Collateral or any bond or security which might be required by any court prior to allowing Agent Bank to exercise any of Agent Bank's remedies; and (b) the benefit of all marshalling, valuation, appraisement and exemption laws. Debtors acknowledge that they have been advised by counsel with respect to this Agreement, the waivers contained herein and the transactions evidenced by this Agreement.

Section 10. Further Assurances. Debtors agree to do such further acts and things and to pay the costs and expenses in connection with such acts (including, without limitation, the recording of this Agreement with respect to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) with any trademark office in any state, province, territory or country), and to execute and deliver or cause to be executed and delivered such supplemental documentation, additional conveyances, assignments, and similar instruments, as Agent Bank may at any time reasonably request in connection with the administration and enforcement of this Agreement or

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with respect to the Intellectual Property Collateral or any part thereof or in order to better assure and confirm unto Agent Bank its rights and remedies hereunder or further to effectuate the purposes of this Agreement and to pay the costs and expenses in connection with such acts. Debtors agree that, where permitted under applicable law, a carbon, photographic or other reproduction, of this Agreement is sufficient as a recordable assignment.

Section 11. Modification. No amendment hereof shall be effective unless contained in a written instrument signed by the parties hereto.

Section 12. Notices. All notices and other communications provided to any party hereto under this Agreement shall be in writing or by facsimile and addressed, delivered or transmitted to such party at its address or facsimile number set forth below or at such other address or facsimile number as may be designated by such party in a notice to the other parties. Any notice, if mailed and properly addressed with postage prepaid, shall be deemed given when received; any notice, if transmitted by facsimile, shall be deemed given when transmitted. If any facsimile is transmitted at a time which is not during regular business hours at the location to which such facsimile is transmitted, it shall be deemed transmitted on the next Banking Business Day.

If to Debtors:

Argosy Gaming Company
219 Piasa Street
Alton, Illinois 62002-6232
Attn: Dale Black, CFO
Facsimile No. (618) 474-7420

The Missouri Gaming Company
219 Piasa Street
Alton, Illinois 62002-6232
Attn: Dale Black, CFO
Facsimile No. (618) 474-7420

Alton Gaming Company
219 Piasa Street
Alton, Illinois 62002-6232
Attn: Dale Black, CFO
Facsimile No. (618) 474-7420

LAW OFFICES OF
HENDERSON & MORGAN, LLC
164 HUBBARD WAY
SUITE B
RENO, NEVADA 89502

TRADEMARK
REEL: 001922 FRAME: 0518

Iowa Gaming Company
219 Piasa Street
Alton, Illinois 62002-6232
Attn: Dale Black, CFO
Facsimile No. (618) 474-7420

Jazz Enterprises, Inc.
219 Piasa Street
Alton, Illinois 62002-6232
Attn: Dale Black, CFO
Facsimile No. (618) 474-7420

Argosy of Louisiana, Inc.
219 Piasa Street
Alton, Illinois 62002-6232
Attn: Dale Black, CFO
Facsimile No. (618) 474-7420

Catfish Queen Partnership in Commendam
219 Piasa Street
Alton, Illinois 62002-6232
Attn: Dale Black, CFO
Facsimile No. (618) 474-7420

The Indiana Gaming Company
219 Piasa Street
Alton, Illinois 62002-6232
Attn: Dale Black, CFO
Facsimile No. (618) 474-7420

If to Secured Party:

Wells Fargo Bank, N.A.,
Agent Bank
Commercial Banking Division
P.O. Box 300
Reno, NV 89504
Attn: Mr. Casey Potter, V.P.
Facsimile No. (775) 334-5637

Section 13. Termination. This Agreement shall terminate upon the occurrence of Bank Facility Termination and the due release and termination of the Security Documentation which is executed and delivered concurrently, or substantially concurrent, herewith. Upon any such termination Agent Bank will, at Debtors' expense, execute and deliver to Debtors such documents as Debtors shall reasonably request to evidence such termination and release the security interest in the

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TRADEMARK
REEL: 001922 FRAME: 0519

Intellectual Property Collateral granted hereunder; provided, however, that this Agreement shall continue to be effective, or shall be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is reduced, rescinded or must otherwise be restored or returned by Agent Bank upon the bankruptcy, insolvency, dissolution, liquidation or reorganization of Debtors, or any of them, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any of Debtors or any of their respective property or otherwise.

Section 14. Conflict. In the event of any inconsistency between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall control.

Section 15. Governing Law. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of California (exclusive of choice and conflict of laws provisions thereof to the extent allowed by law) except with respect to those matters regarding the Intellectual Property Collateral to which the law of the United States or the law of a foreign sovereign jurisdiction applies.

Section 16. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party and all grants, covenants, promises and agreements by or on behalf of any of Debtors shall bind the successors and assigns of such Debtors and inure to the benefit of the successors, assigns and transferees of Agent Bank, provided that none of Debtors shall assign all or any portion of their respective rights, duties or obligations hereunder without the prior written consent of Agent Bank. The obligations of Debtors hereunder shall be joint and several.

Section 17. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. If any part of this Agreement is contrary to, prohibited by or deemed invalid under the applicable laws and regulations of one (1) jurisdiction, such provisions shall not

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SUITE B
RENO, NEVADA 89502

TRADEMARK
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thereby be rendered invalid in any other jurisdiction. Should any part or provision of this Agreement be deemed by a court or other Governmental Authority of competent jurisdiction to be an assignment of any trademark, trade name or registration thereof so as to result in Debtors' abandonment thereof, such part or provision (but no other) shall be construed as providing for a security interest and not an assignment, all in order to preclude such abandonment and, if such construction shall not be accepted by such court or other Governmental Authority such part or provision (but no other) shall be deemed null and void as to such trademark, trade name or registration thereof in the jurisdiction where abandonment might otherwise result.

Section 18. Headings. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

LAW OFFICES OF
NDERSON & MORGAN, LLC
164 HUBBARD WAY
SUITE B
RENO, NEVADA 89502

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

DEBTORS:

ARGOSY GAMING COMPANY, a Delaware corporation

By Dale R Black

Name Dale R. Black

Title Vice President and CFO

THE MISSOURI GAMING COMPANY, a Missouri corporation

By Dale R Black

Name Dale R. Black

Title Treasurer

ALTON GAMING COMPANY, an Illinois corporation

By Dale R Black

Name Dale R. Black

Title Treasurer

AGENT BANK:

WELLS FARGO BANK, National Association, Agent Bank

By

Name Joseph L. Brady

Title Senior Vice President

trade.agt/agc99-1
060399mmf/ljh/mmf

TRADEMARK
REEL: 001922 FRAME: 0522

IOWA GAMING COMPANY, an Iowa corporation

By Dale R Black

Name Dale R. Black

Title Treasurer

JAZZ ENTERPRISES, INC., a Louisiana corporation

By Dale R Black

Name Dale R. Black

Title Treasurer

ARGOSY OF LOUISIANA, INC., a Louisiana corporation

By Dale R Black

Name Dale R. Black

Title Treasurer

TRADEMARK
REEL: 001922 FRAME: 0523

CATFISH QUEEN PARTNERSHIP IN COMMENDAM, a Louisiana partnership in commendam

By: ARGOSY OF LOUISIANA, INC., a Louisiana corporation, General Partner

By Dale R Black

Name Dale R. Black

Title Treasurer

By: JAZZ ENTERPRISES, INC., a Louisiana corporation, General Partner

By Dale R Black

Name Dale R. Black

Title Treasurer

THE INDIANA GAMING COMPANY, an Indiana corporation

By Dale R Black

Name Dale R. Black

Title Treasurer

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on June 8, 1999, by Dale R. Black as Vice President and CFO of ARGOSY GAMING COMPANY, a Delaware corporation.

Theresa C. Davis
Notary Public

"OFFICIAL SEAL"
THERESA C. DAVIS
Notary Public, State of Illinois
My Commission Expires 5/26/02

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on June 8, 1999, by Dale R. Black as Treasurer of THE MISSOURI GAMING COMPANY, a Missouri corporation.

Theresa C. Davis
Notary Public

"OFFICIAL SEAL"
THERESA C. DAVIS
Notary Public, State of Illinois
My Commission Expires 5/26/02

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on June 8, 1999, by Dale R. Black as Treasurer of ALTON GAMING COMPANY, an Illinois corporation.

Theresa C. Davis
Notary Public

"OFFICIAL SEAL"
THERESA C. DAVIS
Notary Public, State of Illinois
My Commission Expires 5/26/02

trade.agt/agc99-1
060399mmf/ljh/mmf

TRADEMARK
REEL: 001922 FRAME: 0525

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on June 8, 1999, by Dale R. Black as Treasurer of IOWA GAMING COMPANY, an Iowa corporation.

Theresa C. Davis
Notary Public

"OFFICIAL SEAL"
THERESA C. DAVIS
Notary Public, State of Illinois
My Commission Expires 5/26/02

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on June 8, 1999, by Dale R. Black as Treasurer of JAZZ ENTERPRISES, INC., a Louisiana corporation.

Theresa C. Davis
Notary Public

"OFFICIAL SEAL"
THERESA C. DAVIS
Notary Public, State of Illinois
My Commission Expires 5/26/02

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on June 8, 1999, by Dale R. Black as Treasurer of ARGOSY OF LOUISIANA, INC., a Louisiana corporation.

Theresa C. Davis
Notary Public

"OFFICIAL SEAL"
THERESA C. DAVIS
Notary Public, State of Illinois
My Commission Expires 5/26/02

TRADEMARK
REEL: 001922 FRAME: 0526

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on June 8, 1999, by Dale R. Black as Treasurer of ARGOSY OF LOUISIANA, INC., a Louisiana corporation, the general partner of CATFISH QUEEN PARTNERSHIP IN COMMENDAM, a Louisiana partnership in commendam.

Theresa C. Davis
Notary Public

"OFFICIAL SEAL"
THERESA C. DAVIS
Notary Public, State of Illinois
My Commission Expires 5/26/02

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on June 8, 1999, by Dale R. Black as Treasurer of JAZZ ENTERPRISES, INC., a Louisiana corporation, the general partner of CATFISH QUEEN PARTNERSHIP IN COMMENDAM, a Louisiana partnership in commendam.

Theresa C. Davis
Notary Public

"OFFICIAL SEAL"
THERESA C. DAVIS
Notary Public, State of Illinois
My Commission Expires 5/26/02

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on June 8, 1999, by Dale R. Black as Treasurer of THE INDIANA GAMING COMPANY, an Indiana corporation.

Theresa C. Davis
Notary Public

"OFFICIAL SEAL"
THERESA C. DAVIS
Notary Public, State of Illinois
My Commission Expires 5/26/02

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060399mmf/ljh/mmf

TRADEMARK
REEL: 001922 FRAME: 0527

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on June 8, 1999, by Joseph L. Brady as Senior Vice President of WELLS FARGO BANK, National Association.

Theresa C. Davis
Notary Public

"OFFICIAL SEAL"
THERESA C. DAVIS
Notary Public, State of Illinois
My Commission Expires 5/26/02

trade.agt/agc99-1
060399mmf/ljh/mmf

TRADEMARK
REEL: 001922 FRAME: 0528

ARGOSY GAMING COMPANY

INTELLECTUAL PROPERTY SUBJECT TO REGISTRATION STATUTES

Current Pending Service Mark Applications and Service Mark Registrations:

	TRADEMARK/ SERVICES	DATE REG/FILED REG./SER.NO.	COUNTRY/ CLASS	STATUS
1.	ARGOSY Casino gaming services.	24 OCT 95 1,929,892	U.S. 41	Registered
2.	ARGOSY Casino gaming services.	12 FEB 96 516573	Mexico	Abandoned
3.	ARGOSY PREFERRED	27 FEB 96 1,958,696	U.S. 35	Registered
	Promoting the goods and services of others through the distribution of incentive club cards for use with slot machines and table games, whereby each card holder accumulates points based on slot machine usage, said points redeemable for merchandise and travel awards. Disclaimer: No claim is made to the exclusive right to use PREFERRED apart from the mark as shown.			
4.	SLOTBREAKER Casino gaming services.	10 FEB 95 74/632,342	U.S. 41	Abandoned
5.	MILLION DOLLAR MANIA & Design Casino gaming services.	04 MAR 97 2,041,700	U.S.	Registered
6.	ARGOSY and Design	22 OCT 96 2,009,878	U.S. 35	Registered
	Promoting the goods and services of others through the distribution of incentive club cards for use with slot machines and table games, whereby each card holder accumulates points based on slot machine usage, and level of table play, said points redeemable for merchandise and travel awards.			
7.	ARGOSY CASINOS & Design Casino gaming services.	27 MAY 97 2,064,900	U.S. 41	Registered

SCHEDULE A

8.	ARGOSY CASINO & Design Casino gaming services.	15 Dec 98 75/095,047	U.S. 41	Registered
9.	THE BIGGEST HITS IN TOWN Casino gaming services and entertainment services in the nature of performances by musical groups. Supplemental Register.	01 JUL 97 2,076,611	U.S. 41	Registered
10.	LOUISIANA'S ENTERTAINMENT CAPITOL Casino gaming services and entertainment services in the nature of performances by musical groups.	23 SEP 97 2,099,242	U.S. 41	Registered
11.	BELLES & BEAUS Senior citizen entertainment services.	03 MAR 98 2,140,595	U.S. 41	Registered
12.	EAGLE VIEW LODGE Bar/restaurant services.	24 FEB 98 2,138,698	U.S. 42	Registered
13.	IT'S FUN. IT'S EASY. IT'S ARGOSY. Casino gaming services.	22 SEP 98 75/235,338	U.S. 41	Registered
14.	SLOT HIT PIT Casino gaming services.	17 FEB 98 2,137,240	U.S. 41	Registered
15.	RUMBLE ON THE RIVER Entertainment in the nature of a boxing exhibition.	02 MAY 97 75/285,248	U.S. 41	Pending
16.	JAMAICA ME CRAZY Festivals featuring a variety of activities, namely, musical performances, ethnic dances, ethnic foods and ethnic crafts.	17 JUN 97 75/311,065	U.S. 41	Abandoned
17.	LEPRECHAUNS AND LINGUINI Festivals featuring a variety of activities, namely, musical performances, ethnic dances, ethnic foods and ethnic crafts.	02 FEB 99 75/311,064	U.S. 41	Registered
18.	CATFISH TOWN CARNIVALE	11 AUG 97 75/338,980	U.S. 41	Abandoned

Festivals featuring a variety of activities, namely, live musical performances, ethnic dances, ethnic foods and ethnic crafts.

19.	BELLES & BEAUS THE 50 AND BETTER SENIOR CLUB Social club for senior citizens.	16 JUNE 98 2,165,988	U.S. 42	Registered
20.	ROCK -N- BLUES FESTIVAL @ CATFISH TOWN & Design Entertainment, namely, live musical performances.	13 AUG 97 75/340,759	U.S. 41	Pending
21.	IT'S FUN! IT'S EASY! IT'S HUGE! Casino Gaming services.	01 OCT 97 75/366,181	U.S. 41	Abandoned
22.	ACES SHOWROOM Entertainment services in the nature of live performances.	03 NOV 97 75/385,504	U.S. 41	Pending
23.	THE BISTRO AT THE RIVERBEND Restaurant and bar services.	23 MAR 99 75/397,573	U.S. 42	Registered
24.	BOGART'S GRILLE Restaurant and bar services.	10 MAR 98 75/447,999	U.S. 42	Abandoned
25.	THE PASSPORT BUFFET Restaurant and bar services.	10 MAR 98 75/447,921	U.S. 42	Abandoned
26.	THE OUTPOST Restaurant and bar services; entertainment services in the nature of live musical performances.	10 MAR 98 75/447,925	U.S. 42	Abandoned
27.	THE CHART ROOM Restaurant and bar services. bar services.	10 MAR 98 75/447,923	U.S. 42	Abandoned
28.	LOUISIANA'S ENTERTAINMENT CAPITAL Casino gaming services & entertainment services in the nature of performances by live musical groups.	23 OCT 98 75/576,842	U.S. 41	Pending

29.	MORE FUN FOR YOUR MONEY Casino gaming services.	10 MAR 99 75/658026	U.S. 41	Pending
30.	YOU BELONG AT THE BELLE Casino gaming services.	16 OCT 98 75/570774	U.S. 41	Pending

ALTON GAMING COMPANY

INTELLECTUAL PROPERTY SUBJECT TO REGISTRATION STATUTES

Current Pending Service Mark Applications and Service Mark Registrations:

	TRADEMARK/ SERVICES	DATE REG/FILED REG/SER. NO.	COUNTRY/ CLASS	STATUS
1.	ALTON BELLE Casino gaming services.	31 OCT 95 1,931,461	U.S. 41	Registered
2.	ALTON BELLE RIVERBOAT CASINO & Design Casino gaming services.	28 NOV 95 1,938,400	U.S. 41	Registered
3.	ALTON BELLE Restaurant/bar services.	21 NOV 95 1,937,003	U.S. 42	Registered
4.	ALTON BELLE RIVERBOAT CASINO & Design Restaurant/bar services.	05 DEC 95 1,939,657	U.S. 42	Registered

THE MISSOURI GAMING COMPANY

INTELLECTUAL PROPERTY SUBJECT TO REGISTRATION STATUTES

Current Pending Service Mark Applications and Service Mark Registrations:

	TRADEMARK/ SERVICES	DATE REG/FILED REG/SER. NO.	COUNTRY/ CLASS	STATUS
1.	ARGOSY RIVERSIDE Casino gaming services.	24 OCT 95 1,929,893	U.S. 41	Registered
2.	ARGOSY RIVERSIDE CASINO & Design Casino gaming services.	31 OCT 95 1,931,460	U.S. 41	Registered
3.	ARGOSY RIVERSIDE Restaurant/bar services.	17 OCT 95 1,928,190	U.S. 42	Registered
4.	ARGOSY RIVERSIDE CASINO & Design Restaurant/bar services.	17 OCT 95 1,928,191	U.S. 42	Registered

CATFISH QUEEN PARTNERSHIP
IN COMMENDAM

INTELLECTUAL PROPERTY SUBJECT TO REGISTRATION STATUTES

Current Pending Service Mark Applications and Service Mark Registrations:

	TRADEMARK/ SERVICES	DATE REG/FILED REG/SER. NO.	COUNTRY CLASS	FILE NO./ STATUS
1.	BELLE OF BATON ROUGE Casino gaming services.	24 DEC 96 2,024,859	U.S. 41	Registered
2.	BELLE OF BATON ROUGE CASINO AT CATFISH TOWN & Design Casino gaming services.	07 NOV 95 1,933,105	U.S. 41	Registered
3.	BELLE OF BATON ROUGE CASINO AT CATFISH TOWN & Design Restaurant/bar services.	31 OCT 95 1,931,500	U.S. 42	Registered
4.	BELLE OF BATON ROUGE Restaurant/bar services.	07 NOV 95 1,933,104	U.S. 42	Registered
5.	LOUIE'S ON THE LEVEE Restaurant/bar services.	31 AUG 95 74/723,432	U.S. 42	Abandoned
14.	THE HITTINGEST SLOTS AROUND Casino gaming services.	10 DEC 96 2,022,224	U.S. 41	Registered
15.	THE HITTINGEST SLOTS IN TOWN Casino gaming services.	10 DEC 96 2,022,223	U.S. 41	Registered

JAZZ ENTERPRISES, INC.

INTELLECTUAL PROPERTY SUBJECT TO REGISTRATION STATUTES

Current Pending Service Mark Applications and Service Mark Registrations:

	TRADEMARK SERVICES	DATE REG/FILED REG/SER. NO.	COUNTRY/ CLASS	STATUS
1.	CATFISH TOWN Management and leasing of shopping mall space.	29 AUG 95 74/722,443	U.S. 36	Abandoned
2.	CATFISH TOWN & Design Management and leasing of shopping mall space.	16 SEP 97 2,098,093	U.S. 36	Registered
3.	JAZZ ENTERPRISES, INC. & Design Casino gaming services.	21 NOV 95 1,936,339	U.S. 41	Registered
4.	JAZZ ENTERPRISES, INC. & Design Casino gaming services.	21 SEP 93 930,921	Louisiana 41	Registered

ARGOSY OF LOUISIANA, INC.

INTELLECTUAL PROPERTY SUBJECT TO REGISTRATION STATUTES

Current Pending Service Mark Applications and Service Mark Registrations:

NONE

IOWA GAMING COMPANY
(As General Partner of the Limited Partnership, Belle of Sioux City, L.P.)

INTELLECTUAL PROPERTY SUBJECT TO REGISTRATION STATUTES

Current Pending Service Mark Applications and Service Mark Registrations of the Belle of Sioux City, L.P.:

	TRADEMARK SERVICES	DATE REG/FILED REG/SER. NO.	COUNTRY/ CLASS	STATUS
1.	BELLE OF SIOUX CITY Restaurant/bar services.	14 NOV 95 1,935,362	U.S. 42	Registered
2.	BELLE OF SIOUX CITY CASINO & Design Restaurant/bar services.	28 NOV 95 1,938,410	U.S. 42	Registered
3.	BELLE OF SIOUX CITY Casino gaming services.	14 NOV 95 1,935,361	U.S. 41	Registered
4.	BELLE OF SIOUX CITY CASINO & Design Casino gaming services.	28 NOV 95 1,938,409	U.S. 41	Registered

INDIANA GAMING COMPANY

INTELLECTUAL PROPERTY SUBJECT TO REGISTRATION STATUTES

Current Pending Service Mark Applications and Service Mark Registrations:

NONE