

11-08-1999



11-01-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #26

TRADEMARK
FEE PROCESS-
RECEIVED

101194126

RECORDATION FORM COVER SHEET

NOV - 1 P 4: 05

TRADEMARKS ONLY

11-01-99

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

Submission Type

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

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other Amendment of Security Agreement *

Effective Date
Month Day Year
10/05/99

Conveying Party

Mark if additional names of conveying parties attached *recorded at reel 1851, frame 0935

Name Harveys Casino Resorts

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Nevada

Receiving Party

Mark if additional names of receiving parties attached

Name Wells Fargo Bank

DBA/AKA/TA

Composed of

Address (line 1) P.O. Box 300

Address (line 2) Commercial Banking Division

Address (line 3) Reno

Nevada

89504

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other National Association

Citizenship/State of Incorporation/Organization United States

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

11/05/1999 NTHA11 00000215 75386651

01 FC:481 40.00 OP
02 EC:482 375.00 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

TRADEMARK

REEL: 001986 FRAME: 0291

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.

#

31

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)

75/386651

75/295646

75/080158

2174092

2107878

1943187

75/386636

75/219829

75/386109

2110159

2184430

2038045

75/178057

2136358

1878054

2026250

Number of Properties

Enter the total number of properties involved.

#

16

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

415.00

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

November 1, 1999

Name of Person Signing

Signature

Date Signed

FIRST AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is made and entered into as of October 5, 1999 by and among HARVEYS CASINO RESORTS, a Nevada corporation ("HCR"), HARVEYS C.C. MANAGEMENT COMPANY, INC., a Nevada corporation ("HCCMC"), HARVEYS IOWA MANAGEMENT COMPANY, INC., a Nevada corporation ("HIMC"), HARVEYS TAHOE MANAGEMENT COMPANY, INC., a Nevada corporation ("HTMC"), HCR SERVICES COMPANY, INC., a Nevada corporation ("HCRSC"), HBR REALTY COMPANY, INC., a Nevada corporation ("HBR") and HARVEYS BR MANAGEMENT COMPANY, INC., a Nevada corporation ("HBRMC"), 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:

A. HCR, HCCMC and HIMC (collectively, "Original Borrowers") entered into a Reducing Revolving Credit Agreement dated August 14, 1995 (the "Original Credit Agreement") with the "Banks" referred to therein, which included First Interstate Bank of Nevada, N.A. as Agent Bank (in such capacity, "Original Agent"), pursuant to which, among other things, a reducing revolving credit facility was established with an initial maximum principal amount of One Hundred Fifty Million Dollars (\$150,000,000.00) (the "Original Credit Facility" and, together with the subfacilities established therewith, the "Original Bank Facilities").

B. As security for, among other things, Original Borrowers' payment and performance under the Original Credit Agreement, and the Original Bank Facilities, Original Borrowers executed and delivered a Trademark Security Agreement, under date of August 14, 1995, for the benefit of Original Agent as secured party (the "Original Trademark Security Agreement"), which Original Trademark Security Agreement was recorded with: (i) the U.S. Patent and Trademark Office on August 18, 1995 on Reel 1383 at Frame 0326; and (ii) the U.S. Copyright Office on August 18, 1995 in Volume 3141 at Pages 42 through 62.

C. Original Borrowers, HTMC and HCRSC (collectively, "Existing Borrowers") entered into an Amended

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and Restated Credit Agreement dated as of December 9, 1998 (the "Existing Credit Agreement") with the "Banks" referred to therein (the "Existing Banks") pursuant to which, among other things, the terms and conditions of the Original Credit Agreement (as it had been modified) and the Original Bank Facilities were all amended and restated; which modifications included, without limitation: (i) an increase in the initial maximum principal amount available for borrowing under the Original Credit Facility, from One Hundred Fifty Million Dollars (\$150,000,000.00) to One Hundred Eighty-five Million Dollars (\$185,000,000.00) (the "First Commitment Increase"); and (ii) certain other modifications to the Original Bank Facilities; with the Original Credit Facility, as so modified being referred to herein as the "Existing Credit Facility" and the Original Bank Facilities, as so modified, being collectively referred to herein as the "Existing Bank Facilities". In addition to the Existing Credit Facility, the Existing Bank Facilities also consist of a subfacility for swingline advances (the "Existing Swingline Facility") and a subfacility for the issuance of letters of credit (the "Existing L/C Facility").

D. Concurrently with execution and delivery of the Existing Credit Agreement, Existing Borrowers executed and delivered: (i) an Amended and Restated Revolving Credit Promissory Note, payable to the order of Beneficiary in a principal amount not to exceed One Hundred Eighty-five Million Dollars (\$185,000,000.00) at any one time, on a reducing revolving line of credit basis (the "Existing RLC Note") as evidence of, among other things, Existing Borrowers' obligation to repay amounts advanced under the Existing Credit Facility, together with accrued interest thereon; and (ii) a Swingline Note, payable to the order of the Existing Swingline Lender in a principal amount not to exceed Five Million Dollars (\$5,000,000.00) on a revolving line of credit basis (the "Existing Swingline Note") as evidence of, among other things, Existing Borrowers' obligation to repay amounts advanced under the Original Swingline Facility, together with accrued interest thereon.

E. In order to modify the Original Trademark Security Agreement for the purpose, among other things, of: (i) adding HTMC and HCRSC as debtors thereunder; and (ii) confirming that the Original Trademark Security Agreement secured payment and performance by the Existing Borrowers under, among other things, the Existing Credit Agreement and the Existing Bank Facilities, Existing Borrowers executed and delivered an Amended and Restated Trademark Security Agreement, under date of January 27, 1999,

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for the benefit of Agent Bank (as the successor to Original Agent) as secured party (the "Existing Trademark Security Agreement"), which Existing Trademark Security Agreement was recorded with: (y) the U.S. Patent and Trademark Office on February 3, 1999, at Reel 1851, Frame 0935; and (z) the U.S. Copyright Office on February 3, 1999 in Volume 3428 at Pages 627-628. The collateral, which is subject to the security interest that was granted by the Existing Trademark Security Agreement, is referred to herein as the "Existing Intellectual Property Collateral".

F. Concurrently, or substantially concurrent, herewith, Debtors (which include Existing Borrowers, HBR and HBRMC) have entered into a Second Amended and Restated Credit Agreement (as it may be extended, renewed, amended, restated or otherwise modified, from time to time, the "Credit Agreement") with the Lenders therein named (together with their respective successors and assigns, in such capacity, "Lenders"), the Swingline Lender therein named (together with its successors and assigns, in such capacity, the "Swingline Facility"), the L/C Issuer therein named (together with its successors and assigns, in such capacity, the "L/C Issuer"), and Agent Bank, pursuant to which, among other things, the terms and conditions of the Existing Credit Agreement, the Existing Credit Facility, the Existing Swingline Facility and the Existing L/C Facility have all been amended and restated; which modifications include, without limitation, an increase in the initial maximum principal amount available for borrowing under the Existing Credit Facility, from One Hundred Eighty-five Million Dollars (\$185,000,000.00) to Three Hundred Thirty-five Million Dollars (\$335,000,000.00) (the "Second Commitment Increase"). The Existing Credit Facility, the Existing Swingline Facility and the Existing L/C Facility, all as modified pursuant to the Credit Agreement, and as they may hereafter be amended, restated, or otherwise modified from time to time, are respectively referred to herein as the "Credit Facility", the "Swingline Facility" and the "L/C Facility" and collectively referred to herein as the "Bank Facilities".

G. Also concurrently, or substantially concurrent, herewith Debtors have executed and delivered: (i) a Second Amended and Restated Revolving Credit Promissory Note (as it may be extended, renewed, amended, restated, substituted or otherwise modified, the "RLC Note"), payable to the order of Agent Bank, in a principal amount not to exceed Three Hundred Thirty-five Million Dollars (\$335,000,000.00) outstanding at any one time, on a reducing revolving line of credit basis pursuant to which the

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Commitment Increase has been reflected and the terms and conditions of the Existing RLC Note have been amended and restated; and (ii) a Second Amended and Restated Swingline Note (as it may be extended, renewed, amended, restated, substituted or otherwise modified, the "Swingline Note"), payable to the order of Swingline Lender, in a principal amount not to exceed Ten Million Dollars (\$10,000,000.00) outstanding at any one time, on a revolving line of credit basis pursuant to which the terms and conditions of the Existing Swingline Note have been amended and restated.

H. HBR and HBRMC are the owners of certain intangible property which is not a part of the Existing Intellectual Property Collateral (the "Additional Intellectual Property Collateral"). The parties desire that HBR and HBRMC grant a security interest in the Additional Intellectual Property Collateral in accordance with the terms and conditions of the Existing Trademark Security Agreement, as amended hereby (the "Additional Grant of Security").

I. Debtors and Agent Bank wish to amend the Existing Trademark Security Agreement for the purpose, among other things, of: (i) providing for HBR and HBRMC to each be named as debtors under the Existing Trademark Security Agreement, as amended hereby, and to make the Additional Grant of Security; and (ii) confirming its security for Debtors' payment and performance of their obligations under the Credit Agreement, the RLC Note and the Swingline Note and the Bank Facilities.

NOW, THEREFORE, for the purpose, among other things, of: (i) amending the Existing Trademark Security Agreement; (ii) providing for HBR and HBRMC to each be named as debtors under the Existing Trademark Security Agreement, as amended hereby, and to make the Additional Grant of Security; and (iii) confirming its continued security for Debtors' payment and performance of their obligations under the Credit Agreement, the RLC Note, the Swingline Note and the Bank Facilities, and for other good and valuable consideration, the parties hereto do agree that the Existing Trademark Security Agreement shall be amended, as follows:

1. All references which are made herein, or which are made in the Existing Trademark Security Agreement to:

"Additional Intellectual Property Collateral" shall mean all right, title and interest of HBR and/or HBRMC in and to any of the following:

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(a) all right, title and interest of HBR and HBRMC, or either of them, in and to the Trademarks;

(b) all right, title and interest of HBR and HBRMC, or either of them, in and to all: (i) income, royalties, damages and payments now and hereafter due and/or payable under all Trademarks; (ii) rights accruing during the term of this Agreement to sue and collect damages and payments 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 HBR and HBRMC, or either of them, in and to the Copyrights; and

(e) all right, title and interest of HBR and HBRMC, or either of them, in and to all: (i) income, royalties, damages and payments now and hereafter due and/or payable under all Copyrights; (ii) rights accruing during the term of this Agreement 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.

"Agreement" shall mean the Existing Trademark Security Agreement, as amended by the First Amendment to Trademark Security Agreement and as it may be further amended, supplemented, extended and/or restated from time to time and any exhibits or schedules to any of the foregoing.

"Debtors" shall have the meaning set forth by the Preamble to the First Amendment to Trademark Security Agreement.

"Credit Agreement" shall have the meaning set forth by Recital F of the First Amendment to Trademark Security Agreement.

"Existing Trademark Security Agreement" shall have the meaning set forth by Recital E of the First Amendment to Trademark Security Agreement.

"First Amendment to Trademark Security Agreement" shall mean this First Amendment to Amended and Restated Trademark Security Agreement.

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"RLC Note" shall have the meaning set forth by Recital G of the First Amendment to Trademark Security Agreement.

"Secured Obligations" shall mean all of Debtors' indebtedness, obligations and liabilities arising under the Credit Agreement, the RLC 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, all as such obligations or Loan Documents may be modified, amended, supplemented, restated, increased or extended from time to time.

"Swingline Note" shall have the meaning set forth by Recital G of the First Amendment to Trademark Security Agreement.

2. HBR and HBRMC hereby: (i) assume, on a joint and several basis with the other Debtors, all obligations of the Debtors under this Agreement; (ii) make and reaffirm all representations which are made by the other Debtors under the Existing Trademark Security Agreement, as amended hereby; and (iii) to secure prompt payment of the Secured Obligations, grant to Agent Bank a continuing security interest in all of their right, title and interest to the Intellectual Property Collateral including, without limitation, the Additional Intellectual Property Collateral; and (iv) otherwise agree to all of the terms and conditions of the Existing Trademark Security Agreement, as amended hereby, all as if they were named as Debtors under the Existing Trademark Security Agreement and were parties thereto.

3. The Trademarks and Copyrights include, without limitation, those Trademarks and Copyrights which are set forth on Schedule A attached hereto.

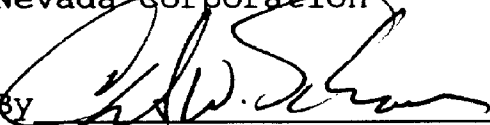
4. Except as set forth herein, the Existing Trademark Security Agreement shall remain unchanged and of full force and effect.


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

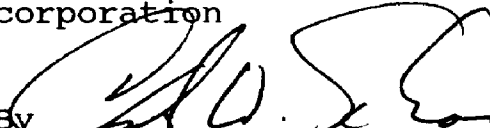
DEBTORS:


HARVEYS CASINO RESORTS, a Nevada corporation

By 
Charles W. Scharer,
President and CEO

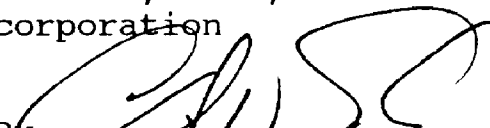
By 
John J. McLaughlin,
Sr. Vice President,
Treasurer and CFO


HARVEYS C.C. MANAGEMENT COMPANY, INC., a Nevada corporation

By 
Charles W. Scharer,
President

By 
John J. McLaughlin,
Secretary/Treasurer

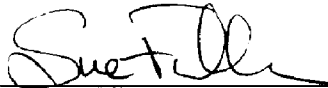
HARVEYS IOWA MANAGEMENT COMPANY, INC., a Nevada corporation

By 
Charles W. Scharer,
President

By 
John J. McLaughlin,
Secretary/Treasurer

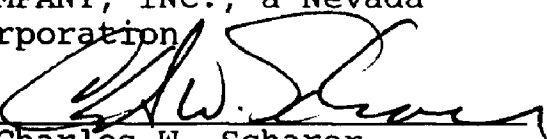
AGENT BANK:


WELLS FARGO BANK, National Association, Agent Bank

By 
Sue Fuller,
Vice President

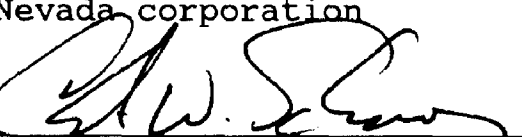
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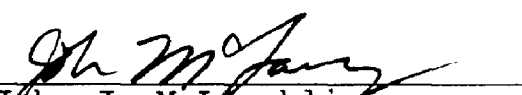
HARVEYS TAHOE MANAGEMENT
COMPANY, INC., a Nevada
corporation

By 
Charles W. Scharer,
President


By 
John J. McLaughlin,
Secretary/Treasurer

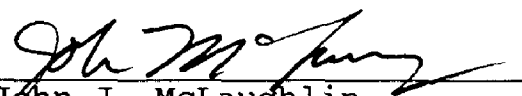
HCR SERVICES COMPANY, INC.,
a Nevada corporation

By 
Charles W. Scharer,
President

By 
John J. McLaughlin,
Secretary/Treasurer


HBR REALTY COMPANY, INC.,
a Nevada corporation

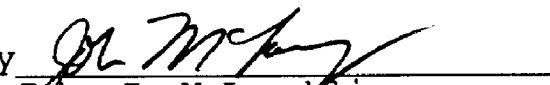
By 
Charles W. Scharer,
President

By 
John J. McLaughlin,
Secretary/Treasurer

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HARVEYS BR MANAGEMENT
COMPANY, INC., a Nevada
corporation

BY 
Charles W. Scharer,
President

By 
John J. McLaughlin,
Secretary/Treasurer

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)


This instrument was acknowledged before me on
October 4, 1999, by CHARLES W. SCHARER as President and CEO
of HARVEYS CASINO RESORTS.


Notary Public



STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on
October 4, 1999, by JOHN J. McLaughlin as Sr. Vice
President, Treasurer and CFO of HARVEYS CASINO RESORTS.


Notary Public



s:\mmf\wfb\her\trade.agt
100399

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 4, 1999, by CHARLES W. SCHARER as President of HARVEYS C.C. MANAGEMENT COMPANY, INC.

Melissa M. Fry
Notary Public



STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 4, 1999, by JOHN J. McLaughlin as Secretary/Treasurer of HARVEYS C.C. MANAGEMENT COMPANY, INC.

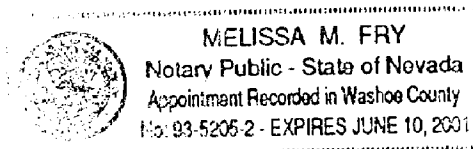
Melissa M. Fry
Notary Public



STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 4, 1999, by CHARLES W. SCHARER as President of HARVEYS IOWA MANAGEMENT COMPANY, INC.

Melissa M. Fry
Notary Public



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100399

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on
October 4, 1999, by JOHN J. McLaughlin as
Secretary/Treasurer of HARVEYS IOWA MANAGEMENT COMPANY, INC.

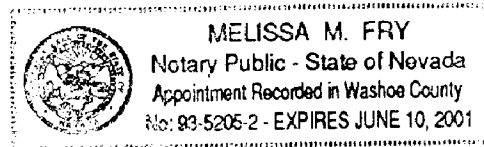
Melissa M Fry
Notary Public



STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on
October 4, 1999, by CHARLES W. SCHARER as President of
HARVEYS TAHOE MANAGEMENT COMPANY, INC.

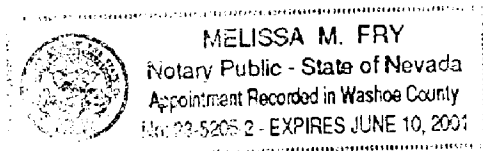
Melissa M Fry
Notary Public



STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me or
October 4, 1999, by JOHN J. McLaughlin as
Secretary/Treasurer of HARVEYS TAHOE MANAGEMENT COMPANY, INC.

Melissa M Fry
Notary Public



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STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 4, 1999, by CHARLES W. SCHARER as President of HCR SERVICES COMPANY, INC.

Melissa M Fry
Notary Public



STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 4, 1999, by JOHN J. McLaughlin as Secretary/Treasurer of HCR SERVICES COMPANY, INC.

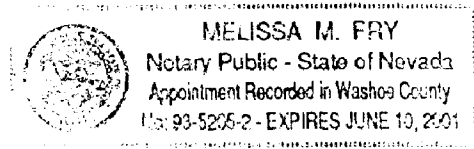
Melissa M Fry
Notary Public



STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 4, 1999, by CHARLES W. SCHARER as President of HBR REALTY COMPANY, INC.

Melissa M Fry
Notary Public

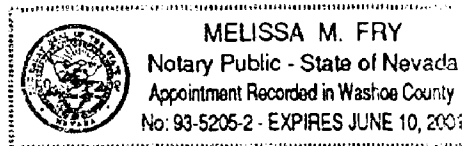


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STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

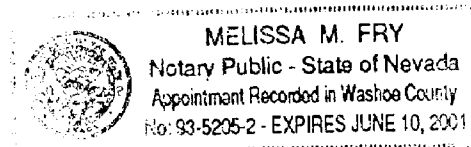
This instrument was acknowledged before me on
October 4, 1999, by JOHN J. McLaughlin as
Secretary/Treasurer of HBR REALTY COMPANY, INC.

Melissa M Fry
Notary Public
STATE OF NEVADA)
) SS
COUNTY OF WASHOE)



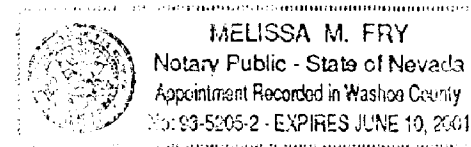
This instrument was acknowledged before me on
October 1, 1999, by CHARLES W. SCHARER as President of
HARVEYS BR MANAGEMENT COMPANY, INC.

Melissa M. Fry
Notary Public
STATE OF NEVADA)
) SS
COUNTY OF WASHOE)



This instrument was acknowledged before me on
October 4, 1999, by JOHN J. McLaughlin as
Secretary/Treasurer of HARVEYS BR MANAGEMENT COMPANY, INC.

Melissa M Fry
Notary Public



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STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on
October 4, 1999, by SUE FULLER as Vice President of WELLS
FARGO BANK, National Association.

Melissa M Fry

Notary Public



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SCHEDULE A
TO FIRST AMENDMENT TO AMENDED AND
RESTATED TRADEMARK SECURITY AGREEMENT
(the "First Amendment to Trademark Security Agreement")

Trademarks

Bluffs Run and Design (Registered with the Iowa Secretary of State under Registration No. 5480TM-000128048)

Bluffs Run Casino (Registered with the Iowa Secretary of State under Registration No. 5480TM-000184315)

Bluffs Keno

Triple Crown Room

The Grand Buffet

Skysuites

Quick Silver

Fortunes Lounge

Champions Clubhouse

Bluffs Run Players Club

Bluffs Players Club

Bluffs Landing

The trademarks set forth by this Schedule A are in addition to, and not a substitution for, the Existing Intellectual Property Collateral (which is defined by the First Amendment to Trademark Security Agreement).

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

RECORDED: 11/01/1999

TRADEMARK
REEL: 001986 FRAME: 0307