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RECORDATION FORM COVER SHEET

02-15-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Aztar Indiana Gaming Company, LLC

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Indiana limited liability company

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

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

Name: Bank of America, N.A., as Collateral Agent

Internal Address: Mail Code: CA9-706-11-03

Street Address: 555 S. Flower St., 11th Floor

City: Los Angeles State: CA ZIP: 90071

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

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

3. Nature of conveyance:

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

Execution Date: January 10, 2000

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

A. Trademark Application No.(s)

75-590606

B. Trademark registration No.(s)

n/a

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): $ 40.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.		Feb. 9, 2000
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: 6

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.

INSTRUMENT OF JOINDER
(Trademark Collateral Assignment)

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of January 10, 2000, by Aztar Indiana Gaming Company, LLC, an Indiana limited liability company ("Joining Party"), and delivered to Bank of America, N.A. (formerly known as Bank of America National Trust and Savings Association)("BofA"), as Collateral Agent, pursuant to the Trademark Collateral Assignment dated as of October 4, 1994 made by the Grantors, jointly and severally, as specified therein, in favor of the Collateral Agent for the ratable benefit of (i) each of the lenders which are parties from time to time to the Revolving Loan Agreement referred to below and (ii) each of the lenders which are parties from time to time to the Term Loan Agreement referred to below, as Secured Party (as amended from time to time, including, without limitation, as amended by the Global Collateral Documents Amendment referred to below, the "Trademark Collateral Assignment"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Trademark Collateral Assignment.

RECITALS

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

(b) Reference is made to that certain Global Collateral Documents Amendment (the "Global Collateral Documents Amendment") dated as of May 28, 1998 by and among Borrower, Adamar of New Jersey Inc., a New Jersey corporation, Ramada Express, Inc., a Nevada corporation, Aztar Development Corporation, a Delaware corporation, Hotel Ramada of Nevada, a Nevada corporation, Aztar Indiana Gaming Corporation, an Indiana corporation, Aztar Missouri Gaming Corporation, a Missouri corporation, Atlantic-Deauville, Inc., a New Jersey corporation, Adamar Garage Corporation, a Delaware corporation, Manchester Mall, Inc., a New Jersey corporation, Ramada New Jersey, Inc., a New Jersey corporation, Ramada New Jersey Holdings Corporation, a Delaware corporation, BofA as Administrative Agent for the

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Revolving Loan Lenders, BofA as Administrative Agent for the Term Loan Lenders, and BofA as Collateral Agent for the Revolving Loan Lenders and the Term Loan Lenders.

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

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

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 13 of the Trademark Collateral Assignment. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Collateral Assignment with respect to all Secured Obligations as further set forth therein, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Trademark Collateral Assignment.

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

(3) The effective date of this Joinder is January 10, 2000.

"Joining Party"

AZTAR INDIANA GAMING COMPANY, LLC
an Indiana limited liability company

By: Aztar Riverboat Holding Company, LLC, an Indiana limited liability company, its Member

By: Aztar Indiana Gaming Corporation, an Indiana corporation, its Member

By: _____

Nelson W. Armstrong, Jr.
Vice President & Secretary

By: Aztar Missouri Gaming Corporation, a Missouri corporation, its Member

By: _____

Nelson W. Armstrong, Jr.
Vice President & Secretary

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ACKNOWLEDGED:

BANK OF AMERICA, N.A.
(formerly known as
Bank of America National Trust
and Savings Association),
as Collateral Agent

By: Janice Hammond
Janice Hammond
Vice President
Agency Specialist

Title: _____

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SCHEDULE 1 TO INSTRUMENT OF JOINDER
TO
TRADEMARK COLLATERAL ASSIGNMENT

Existing and Pending Trademarks

Mark	Application or Registration No.	Application or Registration Date
Every Day's A Party	Serial No. 75/590606 (pending)	November 20, 1998 (applied for)
Casino Aztar's Hoosier Hysteria	1998-0526 (registered with Indiana Secretary of State)	November 7, 1998 (registered with Indiana Secretary of State)