

06-07-2001

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. 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): Greektown Casino
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other limited liability company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bankers Trust Company
Internal Address:
Street Address: 130 Liberty Street, 14th Fl.
City: New York State: New York Zip: 10006
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other
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:

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2341201 4/11/00
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Douglas Wisner, Esq.
Internal Address: Mayer, Brown & Platt
Street Address: 1675 Broadway
City: New York State: New York Zip: 10019

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.
EVAN GIANGORAKIS, Esq.
Signature
Date: 5/16/01

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

10-15-5

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of May 16, 2001, is made between GREEKTOWN CASINO, L.L.C., a Michigan limited liability company (the "*Grantor*") and BANKERS TRUST COMPANY, as collateral agent (together with any successor(s) thereto in such capacity, the "*Collateral Agent*") for each of the Secured Parties;

### W I T N E S S E T H :

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 16, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "*Credit Agreement*"), among the Grantor, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "*Lender*", and collectively, the "*Lenders*"), Merrill Lynch Capital Corporation, as administrative agent (together with any successor(s) thereto in such capacity, the "*Administrative Agent*") for the Lenders, the Collateral Agent, and Société Générale, as the syndication agent (together with any successor(s) thereto in such capacity, the "*Syndication Agent*") for the Lenders, the Lenders have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of May 16, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "*Security Agreement*");

WHEREAS, as a condition precedent to the making of the Credit Extensions under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, in order to induce the Lenders to make Credit Extensions to the Grantor pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, whether in singular or plural form, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. *Release of Security Interest.* Upon payment in full in cash of all Obligations, the termination or expiry of all Letters of Credit, the termination of all Rate Protection Agreements and the termination of all Commitments, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor all Instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. *Acknowledgment.* The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. *Loan Document, etc.* This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. *Counterparts.* This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

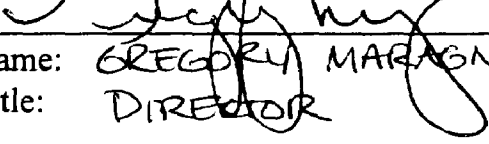
GREEKTOWN CASINO, L.L.C.


By Bernard Bouschor  
Name: Bernard Bouschor  
Title: manager

16989169  
EXECUTION COUNTERPART

TRADEMARK  
REEL: 002309 FRAME: 0184

BANKERS TRUST COMPANY,  
as Collateral Agent

By   
Name: GREGORY MARABNI  
Title: DIRECTOR

By   
Name: James Portela.  
Title: managing Director

Item A. Trademarks

*Registered Trademarks*

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	Greektown Casino	2333918	3-21-00
U.S.A.	Greektown, U.S.A.	2341201	4-11-00

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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None

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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None

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None

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- \* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

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