

06-20-2001



6.06.01

101754853
TRADEMARKS ONLY

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JUN - 6 2001

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

Submission Type

New

Resubmission Document ID # (Non-Recordation)

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Effective Date
Month Day Year
 06/01/2001

Other GRANT OF TRADEMARK SECURITY INTEREST

Conveying Party

Mark if additional names of conveying parties attached

Name Gemini, Inc. Execution Date
Month Day Year
 06/01/2001

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 Canadian Imperial Bank of Commerce, as Administrative Agent

DBA/AKA/TA

Composed of

Address (line 1) 425 Lexington Avenue

Address (line 2)

Address (line 3) New York New York 10017
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

06/19/2001 TDIAZ1 00000073 75486489

01 FC:481 40.00 DP
02 FC:482 375.00 DP

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.

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

Page 2

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

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

213-430-6388

Name

Lisa H. Juelle

Address (line 1)

O'Melveny & Myers LLP

Address (line 2)

400 South Hope Street

Address (line 3)

Los Angeles, California 90071-2898

Address (line 4)

Pages

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

#

4

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)

75/486,489

1,165,866

1,528,853

1,726,344

1,165,867

1,530,253

1,613,796

1,165,868

1,650,606

1,636,938

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:

#

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.

Lisa H. Juelle

Name of Person Signing



Signature

06/06/2001

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership Corporation Association

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 the Assignment).

Other

Citizenship/State of Incorporation/Organization

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)

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1,847,065	<input type="text"/>	<input type="text"/>
1,535,814	<input type="text"/>	<input type="text"/>
1,535,808	<input type="text"/>	<input type="text"/>
2,166,197	<input type="text"/>	<input type="text"/>
2,238,666	<input type="text"/>	<input type="text"/>
2,325,769	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Gemini, Inc., a Nevada corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Isle of Capri Casinos, Inc., a Delaware corporation ("**Company**"), has entered into an Amended and Restated Credit Agreement dated as of March 2, 2000 (said Amended and Restated Credit Agreement, as so amended, restated, supplemented or otherwise modified, being the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), CIBC Inc., as Swing Line Lender, Canadian Imperial Bank of Commerce, as Administrative Agent and Issuing Lender for the Lenders (in such capacity, "**Secured Party**"), Bankers Trust Company, as Syndication Agent and Co-Arranger, and The CIT Group/Equipment Financing, Inc., as Documentation Agent; and

WHEREAS, under the Credit Agreement the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Lenders (in such capacity, collectively, "**Lender Counterparties**"); and

WHEREAS, Grantor has executed and delivered a counterpart of that certain Subsidiary Guaranty dated as of April 23, 1999 (said Subsidiary Guaranty, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Lender Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, Guarantor has executed and delivered an Acknowledgement of that certain Subsidiary Security Agreement dated as of April 23, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Secured Party and the other grantors named therein, and has thereby agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right,

(Subsidiary Grant of Trademark Security Interest)

title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

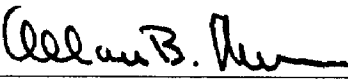
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

(Subsidiary Grant of Trademark Security Interest)

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1 day of June, 2001.

GEMINI, INC.

By: 
Allan B. Solomon
Executive Vice President

(Subsidiary Grant of Trademark Security Interest)

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

GEMINI, INC.:

MARK	SERIAL/ REG. NO.	DATE	STATUS
LADY LUCK	1,165,866	Registered 08/18/81	Renewal Due 8/18/2001
LADY LUCK & Design	1,165,867	Registered 08/18/81	Renewal Due 8/18/2001
LADY LUCK & Design	1,165,868	08/18/81	Renewal Due 08/18/2001
LUCKY LADY	1,528,853	03/07/89	Renewal Due 03/07/2009
LADY LUCK	1,530,253	03/14/89	Renewal Due 03/14/2009
LADY LUCK	1,650,606	07/16/91	Renewal Due 07/16/2001
MARCO POLO'S	1,726,344	10/20/92	Renewal Due 10/20/2002
LADY LUCK	1,613,796	09/18/90	Renewal Due 09/18/2000
BLUSHING LADY	1,636,938	03/05/91	Renewal Due 03/05/2011
LADY LUCK	1,847,065	07/26/94	8 & 15 Due 07/26/2000
MAD MONEY	1,535,814	04/18/89	Renewal Due 04/18/2009
MAD MONEY & Design	1,535,808	04/18/89	Renewal Due 04/18/2009
LADY LUCK EXPERIENCE	2,166,197	06/16/98	8 & 15 Due 06/16/2004
LADY LUCK	2,238,666	04/13/99	8 & 15 Due 04/13/2005
THE PLAYER'S PLACE	2,325,769	03/07/00	Renewal Due 09/02/2005
MARCO POLO	75/486,489	05/18/98	Cancellation Pending

(Subsidiary Grant of Trademark Security Interest)

LA1:929490

RECORDED: 06/06/2001

**TRADEMARK
REEL: 002316 FRAME: 0335**