

07-26-2001

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TRADEMARKS ONLY

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

Other GRANT OF TRADEMARK SECURITY INTEREST

Conveying Party

Mark if additional names of conveying parties attached

Name Isle of Capri Casinos, Inc. Execution Date
Month Day Year 06/29/2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

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).

07/26/2001 LMUELLER 00000040 76143842

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

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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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)		
<input type="text" value="76/143,842"/>	<input type="text" value="76/190,161"/>	<input type="text" value="76/165,400"/>	<input type="text" value="2,250,938"/>	<input type="text" value="2,215,467"/>	<input type="text" value="1,789,909"/>
<input type="text" value="76/143,841"/>	<input type="text" value="76/190,160"/>	<input type="text" value="76/166,833"/>	<input type="text" value="1,921,161"/>	<input type="text" value="2,200,484"/>	<input type="text" value="1,789,917"/>
<input type="text" value="76/124,896"/>	<input type="text" value="76/091,447"/>	<input type="text" value="76/165,405"/>	<input type="text" value="2,022,801"/>	<input type="text" value="1,925,975"/>	<input type="text" value="2,039,052"/>

Number of Properties Enter the total number of properties involved. #

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


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  07/20/2001

Name of Person Signing Signature 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

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).

Corporation Association

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)

75/420,191	76/242,292	<input type="text"/>
76/165,252	76/242,291	<input type="text"/>
76/165,324	76/244,408	<input type="text"/>
76/228,262	75/486,489	<input type="text"/>
76/228,637	<input type="text"/>	<input type="text"/>
75/702,486	<input type="text"/>	<input type="text"/>
76/230,743	<input type="text"/>	<input type="text"/>

2,186,718	1,650,606	2,166,197
1,985,794	1,726,344	2,238,666
1,165,866	1,613,796	2,325,769
1,165,867	1,636,938	<input type="text"/>
1,165,868	1,847,065	<input type="text"/>
1,528,853	1,535,814	<input type="text"/>
1,530,253	1,535,808	<input type="text"/>

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Isle of Capri Casinos, Inc., a Delaware 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, Grantor 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 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, pursuant to the terms of a Security Agreement dated as of April 23, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor and Secured Party, Grantor has 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 Credit Agreement and the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, 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 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

(Trademark Security Interest)

state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of 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.]

(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 29 day of June, 2001.

ISLE OF CAPRI CASINOS, INC.

By: 

Name: Allan B. Solomon

Title: Executive Vice President

(Trademark Security Interest)

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

(Trademark Security Interest)

1:936558.1

**TRADEMARK
REEL: 002330 FRAME: 0227**

ISLE OF CAPRI CASINOS, INC.
Intellectual Property

<u>Mark</u>	<u>Registration #</u>	<u>Issued</u>	<u>Renewal Due</u>
TRADEWINDS	2,250,938	6/8/99	Renewal Due 6/8/09
ISLE CASH	1,921,161	9/19/95	Renewal Due 9/19/05
CALYPSO'S	2,022,801	12/17/96	Renewal Due 12/17/06
INN AT THE ISLE	2,215,467	12/29/98	Renewal Due 12/29/08
FARRADDAY'S	2,200,484	10/27/98	Renewal Due 10/27/08
ISLAND GOLD	1,925,975	10/10/95	Renewal Due 10/10/05
ISLE OF CAPRI	1,789,909	8/24/93	Renewal Due 8/24/03
ISLE OF CAPRI	1,789,917	8/24/93	Renewal Due 8/24/03
ISLE OF CAPRI	2,039,052	2/18/97	Renewal Due 2/18/07
ISLE STYLE	2,186,718	9/1/98	Renewal Due 9/1/08
WAVES OF FORTUNE	1,985,794	7/9/96	Renewal Due 7/9/06
<u>Mark</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Status</u>
RHYTHM CITY	76/143,842	10/10/00	Application Pending
RHYTHM CITY	76/143,841	10/10/00	Application Pending
RHYTHM CITY	76/124,896	9/7/00	Application Pending
PALM TERRACE	76/190,161	1/5/01	Application Pending
CORAL REEF	76/190,160	1/5/01	Application Pending
KITT'S KITCHEN AND RUM MILL	76/091,447	7/18/00	Application Pending
HIT PARADE	76/165,400	11/15/00	Application Pending
TRADEWINDS MARKETPLACE	76/166,833	11/16/00	Application Pending
FAN CLUB	76/165,405	11/15/00	Application Pending

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<u>Mark</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Status</u>
ISLE TOWERS	75/420,191	1/20/98	Application Pending/ Second Extension Granted
ROCK AROUND THE CLOCK	76/165,252	11/15/00	Application Pending
GIFTS A GO GO	76/165,324	11/15/00	Application Pending
CARIBBEAN COVE	76/228,262	3/21/01	Application Pending
CLUB CAPRI	76/228,637	3/22/01	Application Pending
BANANA CABANA	75/702,486	5/11/99	Application Pending
JEWELS OF THE ISLE	76/230,743	3/27/01	Application Pending
3RD STREET GRILL	76/242,292	04/18/01	Application Pending
CORNER STAGE	76/242,291	04/18/01	Application Pending
ISLAND O'ACES	76/244,408	04/20/01	Application Pending

The following marks have been assigned to Isle of Capri Casinos, Inc. by Gemini, Inc.

<u>Mark</u>	<u>Registration #</u>	<u>Issued</u>	<u>Renewal/8&15 Due</u>
LADY LUCK	1,165,866	8/18/81	Renewal Due 8/18/2001
LADY LUCK & Design	1,165,867	8/18/81	Renewal Due 8/18/2001
LADY LUCK & Design	1,165,868	8/18/81	Renewal Due 8/18/2001
LUCKY LADY	1,528,853	3/7/89	Renewal Due 3/7/2009
LADY LUCK	1,530,253	3/14/89	Renewal Due 3/14/2009
LADY LUCK	1,650,606	7/16/91	Renewal Due 7/16/2001
MARCO POLO'S/**	1,726,344	10/20/92	Renewal Due 10/20/2002
LADY LUCK	1,613,796	9/18/90	Renewal Due 9/18/2000
BLUSHING LADY	1,636,938	3/5/91	Renewal Due 3/5/2011
LADY LUCK	1,847,065	7/26/94	8 & 15 Due 7/26/2000
MAD MONEY	1,535,814	4/18/89	Renewal Due 4/18/2009
MAD MONEY & Design	1,535,808	4/18/89	Renewal Due 4/18/2009

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TRADEMARK
REEL: 002330 FRAME: 0229

<u>Mark</u>	<u>Registration #</u>	<u>Issued</u>	<u>Renewal/8&15 Due</u>
LADY LUCK EXPERIENCE	2,166,197	6/16/98	8 & 15 Due 6/16/2004
LADY LUCK	2,238,666	4/13/99	8 & 15 Due 4/13/2005
THE PLAYER'S PLACE	2,325,769	3/7/00	Renewal Due 9/7/2005
<u>Mark</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Status</u>
MARCO POLO***	75/486,489	5/18/98	Cancellation Pending

** Cancellation No. 24,018 Marco Polo Hotels Management, Ltd. v. Gemini, Inc.
 Testimony period for Marco Polo opened July 29, 1999, closes August 29, 1999.

*** Cancellation No. 28,605 Gemini, Inc. v. Marco Polo Hotels Management, Ltd. TTAB is
 considering Marco Polo's Motion to Dismiss - Proceedings are suspended until further
 notice.

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