

12-26-2001

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



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101923738

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

1. Name of conveying party(ies): Empress Casino Joliet Corporation

12-19-01

- Individual(s) Association General Partnership Limited Partnership Corporation-State Illinois Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 31, 2001

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, N.A.

Internal Address: Commercial Banking Division

Street Address: 5340 Kietzke Lane, Ste. 201

City: Reno State: NV Zip: 89511

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2107523

Additional number(s) attached Yes No

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

Name: Marc D. Bergsman

Internal Address: Dickinson Wright PLLC

Suite 800

Street Address: 1901 L Street, N.W.

City: Washington State: D.C. Zip: 20036

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

04-1061

12-19-2001

U.S. Patent & TMO/TM Mail Rcpt. Dt. #40

(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.

Marc A. Bergsman

Name of Person Signing

Signature: Marc A. Bergsman

12-18-2001

Date

Total number of pages including cover sheet, attachments, and document: 43

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

12/21/2001 TDIAZ1 00000199 2107523

01 FC:481 40.00 OP 02 FC:482 400.00 OP

TRADEMARK REEL: 002411 FRAME: 0633

APPLICANT: EMPRESS CASINO JOLIET CORPORATION
(An Illinois Corporation)
PENDING & REGISTERED U.S. SERVICE MARK APPLICATIONS

<u>TRADEMARK SERVICES</u>	<u>DATE REG/FILED REG/SER. NO.</u>	<u>COUNTRY/ CLASS</u>	<u>FILE NO./ STATUS</u>
24. EMPRESS Casino Services.	21 OCT 97 2,107,523	U.S. 41	Registered
25. EMPRESS Casino Services, not including dinner cruise ship services.	20 OCT 98 2,196,824	U.S. 41	Registered
26. EMPRESS (Stylized) Casino Services, not including dinner cruise ship services.	20 OCT 98 2,196,822	U.S. 41	Registered
27. EMPRESS Hotel Services.	30 SEP 97 2,102,174	U.S. 42	Registered
28. EMPRESS 3-Perfume; 9-Binoculars and magnets; 16-Pens, pencils, photograph albums, and playing cards; 34-Ashtrays, not of precious metal.	26 JAN 99 2,220,630	U.S. 3,9,16,34	Registered
29. EMPRESS Clothing, namely, t-shirts, swear shirts, sweat shorts, tank tops, hats and jackets.	28 JUL 98 2,177,009	U.S. 25	Registered
30. EMPRESS Casino services; excluding those rendered on a cruise ship.	11 FEB 97 2,037,357	U.S. 41	Registered
31. EMPRESS CASINO Casino Services.	22 SEP 98 2,190,220	U.S. 41	Registered
32. EMPRESS RIVER CASINO (& Design) Casino Services, not including dinner cruise ship services.	20 OCT 98 2,196,823	U.S. 41	Registered
33. EMPRESS RIVER CASINO (& Design) Casino services, not including dinner cruise ship services.	22 SEP 98 2,190,160	U.S. 41	Registered

Updated: November 1, 2001

34. EMPRESSMILES 02 JAN 96 U.S. Registered
1,945,518 35
Promoting casino services through the administration of
incentive award programs.
35. EXCITEMENT IS A 19 MAY 98 U.S. Registered
LADY NAMED EMPRESS 2,159,095 41
Casino Services.
36. Miscellaneous 11 JAN 00 U.S. Registered
Design of Woman 2,306,951 35; 41; 42
With Extended Hair
35-Retail stores featuring novelties and souvenir items; 41-
Casino services, casino services offered to preferred
customers identified by cards; casino services featuring
incentive awards and guest recognition for frequent casino
patrons in the nature of discounts and free goods and services
by means of accumulating points in an electronic card through
game play; 42-Hotel services and restaurant services.
37. SUPER PAY ROYALS 12 MAR 99 U.S. Pending
75/659,417 9 Filing
Receipt

Gaming devices, namely video poker machines.

~~38. THE EMPRESS 15 AUG 95 U.S. Registered
1,912,772 41
(Expired 8-15-01-decided unnecessary to renew)
Casino Services; not including dinner cruise ship services.~~

39. THE JEWEL OF THE 16 JUN 98 U.S. Registered
GREAT MIDWEST 2,165,984 41
Casino Services.

40. YOU CAN NEVER HAVE 28 MAR 00 U.S. Registered
TOO MUCH FUN 2,336,284 41
Casino Services.

41. YOUR NIGHTLIFE WILL 04 APR 00 U.S. Registered
NEVER BE THE SAME 2,338,737 42
Nightclub (Class 42).

~~42. CHICAGOLAND'S CASINO 08 MAR 94 Illinois Registered
Casino Services. 74,175~~

~~43. EMPRESS 12 JAN 92 Illinois Registered
69,775
Riverboat casino gambling; food & beverage; & entertainment
(Class 41).~~

~~43. EMPRESS 12 JAN 92 Illinois Registered
69,775~~

**SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is made and entered into as of July 31, 2001 by ARGOSY GAMING COMPANY, a Delaware corporation ("Argosy"), THE MISSOURI GAMING COMPANY, a Missouri corporation ("MGC"), ALTON GAMING COMPANY, an Illinois corporation ("AGC"), IOWA GAMING COMPANY, an Iowa corporation ("IGC"), JAZZ ENTERPRISES, INC., a Louisiana corporation ("Jazz"), ARGOSY OF LOUISIANA, INC., a Louisiana corporation ("AOLI"), CATFISH QUEEN PARTNERSHIP IN COMMENDAM, a Louisiana partnership in commendam ("CQPC"), THE INDIANA GAMING COMPANY, an Indiana corporation ("TIGC"), ARGOSY OF IOWA, INC., an Iowa corporation, BELLE OF SIOUX CITY, L.P., an Iowa limited partnership ("BOSCLP"), INDIANA GAMING HOLDING COMPANY, an Indiana corporation ("IGHC"), INDIANA GAMING II, L.P., an Indiana limited partnership ("IGIILP"), CENTROPLEX CENTRE CONVENTION HOTEL, L.L.C., a Louisiana limited liability company ("CCCH"), INDIANA GAMING COMPANY, L.P., an Indiana limited partnership ("IGCLP"), and EMPRESS CASINO JOLIET CORPORATION, an Illinois corporation ("ECJC"), all of which are hereinafter collectively referred to as "Debtors", and by WELLS FARGO BANK, National Association, as administrative and collateral agent for itself and the other Lenders, which are referred to herein (together with its successors and assigns in such capacity, "Agent Bank").

W_I_T_N_E_S_S_E_T_H:

A. Reference is made to that certain Trademark Security Agreement executed under date of June 8, 1999 (the "Original Trademark Security Agreement") by Argosy, MGC, AGC, IGC, Jazz, CQPC, AOI and TIGC (collectively, the "Original Debtors"), as debtors, and by Agent Bank, as secured party, which Original Trademark Security Agreement was recorded as a separate instrument for each Existing Debtor in the U.S. Patent and Trademark Office on June 23, 1999 as follows: (i) for Argosy, at Reel 001921, Frame 0896; (ii) for MGC, at Reel 001922, Frame 0110; (iii) for AGC, at Reel 001922, Frame 0504; (iv) for IGC as the General Partner of Belle of Sioux City, L.P., at Reel 001922, Frame 0074; (v) for Jazz, at Reel 001922, Frame 0468; and (vi) for CQPC, at Reel 001922, Frame 0149.

B. The Original Trademark Security Agreement was amended and restated by that certain Amended and Restated Trademark Security Agreement executed under date of March 2, 2001 (the "Existing Trademark Security Agreement") by Original Debtors, AOII, BOSCLP, IGHC, IGIILP and CCCH (collectively, the "Existing Debtors"), which Existing Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on May 16, 2001.

C. The Existing Trademark Security Agreement secures payment and performance under the following (among other obligations):

(i) that certain Amended and Restated Credit Agreement (the "First Restated Credit Agreement") executed under date of March 2, 2001 by the Existing Debtors, the R/C Lenders party thereto (together with their successors and assigns, the "R/C Lenders"), the Swing Line Lender party thereto (together with its successors and assigns, the "Swing Line Lender"), the L/C Issuer party thereto (together with its successors and assigns, the "L/C Issuer"), Agent Bank and the other financial institutions party thereto; as such First Restated Credit Agreement was amended by that certain First Amendment to Amended and Restated Credit Agreement and Assumption of Notes (the "First Amendment to Credit Agreement") dated March 12, 2001, pursuant to which, among other things, IGCLP assumed, jointly and severally with the Existing Debtors, all duties, obligations and liabilities of the Existing Debtors under the First Restated Credit Agreement and the Loan Documents referred to therein. The First Restated Credit Agreement, as amended by the First Amendment to Credit Agreement, is referred to herein as the "Existing Credit Agreement";

(ii) a reducing revolving credit facility provided to the Existing Debtors (and to IGCLP pursuant to the First Amendment to Credit Agreement) by the R/C Lenders in accordance with the terms and conditions of the First Restated Credit Agreement, with an initial maximum principal amount of Four Hundred Million Dollars (\$400,000,000.00) (the "Revolving Credit Facility"); and

(iii) various subfacilities under the Revolving Credit Facility, which were provided to the First Restated Borrowers (and to IGCLP pursuant to the First Amendment to Credit Agreement) by the Swing Line Lender and the L/C Issuer in accordance with the terms and conditions of the First Restated Credit Agreement (the "Existing Subfacilities").

D. Concurrently, or substantially concurrent, herewith, the Existing Debtors, IGCLP and ECJC (collectively referred to herein, together with any other entity which hereafter becomes a Borrower under the Credit Agreement, as the "Borrowers"), have entered into that certain Second Amended and Restated Credit Agreement (as it may hereafter be renewed, extended, amended, restated, replaced, substituted or otherwise modified from time to time, the "Credit Agreement"), with the R/C Lenders, which are renamed therein as the Revolving Lenders (and are collectively referred to herein, together with their successors and assigns, and together with any other entity which hereafter becomes a Revolving Lender under the Credit Agreement, as the

"Revolving Lenders"), the Term Lenders named therein (collectively referred to herein, together with their successors and assigns, and together with any other entity which hereafter becomes a Term Lender under the Credit Agreement, as the "Term Lenders"), the Swing Line Lender, the L/C Issuer and the other financial institutions party thereto. The Revolving Lenders, the Term Lenders, the Swing Line Lender and the L/C Issuer are collectively referred to herein as the "Lenders".

E. The Credit Agreement provides, among other things, for: (i) the Revolving Credit Facility to be converted into separate reducing revolving loans from each of the Revolving Lenders, to the Borrowers, with an aggregate initial maximum principal amount of Four Hundred Million Dollars (\$400,000,000.00) (as such loans may be renewed, extended, amended, restated, replaced, substituted, increased, restructured or otherwise modified from time to time, collectively referred to herein as the "Revolving Loans"); (ii) the Term Lenders to provide term loans to the Borrowers with an aggregate principal amount of Two Hundred Seventy-five Million Dollars (\$275,000,000.00) (as they may be renewed, extended, amended, restated, replaced, substituted, increased, restructured or otherwise modified from time to time, the "Term Loans"); and (iii) various modifications to the Existing Subfacilities (as so modified, and as they may be further renewed, extended, amended, restated, replaced, substituted, increased, restructured or otherwise modified from time to time, the "Subfacilities" and, together with the Revolving Loans and the Term Loans, collectively referred to herein as the "Loans").

F. Agent Bank and Debtors wish to amend and restate the Existing Trademark Security Agreement for the purpose, among other things, of: (i) effecting the joinder of IGCLP and ECJC as Debtors thereunder; (ii) providing record notice of the Credit Agreement and the Loans; (iii) confirming that the Existing Trademark Security Agreement secures Borrowers' payment and performance under the Credit Agreement and the Loans; and (iv) to the extent that Borrowers' payment and performance under the Credit Agreement and the Loans may not be secured by the Existing Trademark Security Agreement, amending and restating the Existing Trademark Security Agreement to so secure such payment and performance.

NOW, THEREFORE, it is hereby agreed that the Existing Trademark Security Agreement shall be amended and restated to read, in its entirety, as follows:

**SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is made and entered into as of July 31, 2001 by and among ARGOSY GAMING COMPANY, a Delaware corporation, THE MISSOURI GAMING COMPANY, a Missouri corporation, ALTON GAMING COMPANY, an Illinois corporation, IOWA GAMING COMPANY, an Iowa corporation, JAZZ ENTERPRISES, INC., a Louisiana corporation, ARGOSY OF LOUISIANA, INC., a Louisiana corporation, CATFISH QUEEN PARTNERSHIP IN COMMENDAM, a Louisiana partnership in commendam, THE INDIANA GAMING COMPANY, an Indiana corporation, ARGOSY OF IOWA, INC., an Iowa corporation, BELLE OF SIOUX CITY, L.P., an Iowa limited partnership, INDIANA GAMING HOLDING COMPANY, an Indiana corporation, INDIANA GAMING II, L.P., an Indiana limited partnership, CENTROPLEX CENTRE CONVENTION HOTEL, L.L.C., a Louisiana limited liability company, INDIANA GAMING COMPANY, L.P., an Indiana limited partnership ("IGCLP"), and EMPRESS CASINO JOLIET CORPORATION, an Illinois corporation ("ECJC"), all of which are hereinafter collectively referred to as "Debtors", and WELLS FARGO BANK, National Association, as Agent Bank on behalf of itself and the other Lenders which are described hereinbelow, hereinafter referred to, in such capacity, as "Agent Bank".

W_I_T_N_E_S_S_E_T_H:

WHEREAS:

A. Reference is made to that certain Second Amended and Restated Credit Agreement (as it may be hereafter renewed, extended, amended, restated, supplemented, or otherwise modified, the "Credit Agreement") executed concurrently, or substantially concurrent, herewith by and among Debtors, the Lenders party thereto, Agent Bank and the other parties thereto. All capitalized words and terms which are used herein (and which are not otherwise defined herein) shall have the respective meanings and be construed herein as provided in Section 1.01 of the Credit Agreement and any reference to a provision of the Credit Agreement shall be deemed to incorporate that provision as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

B. Debtors desire to grant a security interest to Agent Bank in all of their now owned, or hereafter acquired, right, title and interest in, and to, the Trademarks, the Copyrights and all other Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. Definitions. As used herein, the following terms shall have the respective meanings set forth below and unless the context otherwise requires, capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Credit Agreement.

"Abandoned and De Minimis Trademarks" shall mean those Trademarks owned or previously owned by any of the Debtors that have been abandoned and have not more than de minimis value.

"Agreement" shall mean this Trademark Security Agreement, including all amendments, supplements and extensions hereto and restatements hereof entered into at any time and from time to time and any exhibits or schedules to any of the foregoing.

"Copyrights" mean all copyrights, copyright registrations, and copyright applications, which, in each case, are now or hereafter filed with the Copyright Office of the Library of Congress or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, and all renewals thereof, which are owned by Debtors, or any of them, which Copyrights include, without limitation, all such items which are particularly described by Schedule A attached hereto and incorporated by reference herein.

"Default Rate" shall mean an annual percentage rate equal to the Base Rate plus the Applicable Margin for Base Rate Loans during the continuance of an Event of Default, all determined in accordance with the terms and conditions of the Credit Agreement.

"Intellectual Property Collateral" shall mean all of the property and interests in property described in Section 2.01 hereof which shall, from time to time, secure any of the Secured Obligations.

"Loan Termination" shall mean indefeasible payment in full of all sums owing under the Loans and each of the Credit Documents, the occurrence of the stated expiry date or other termination of all outstanding Letters of Credit, and the irrevocable termination of all obligations of the Lenders to: (i) advance Borrowings under the

Revolving Loans and/or the Swing Line Loan; and (ii) issue Letters of Credit pursuant to the Credit Agreement.

"Secured Obligations" shall mean all of the Borrowers' indebtedness, obligations and liabilities arising under the Credit Agreement, the Revolving Loan Notes, the Term Loan Notes, the Swing Line Note and the other Credit Documents (including, without limitation, all of the Borrowers' indebtedness, obligations and liabilities under the Loan Accounts) and any other indebtedness, obligation or liability of Borrowers, or any of them, which may be secured by any of said Credit Documents (including, without limitation, any sums which may be owing by Borrowers to Agent Bank or any of the Lenders under the terms of any rate swap, or similar agreement, which is intended to protect any of the Borrowers against fluctuations in interest or currency exchange rates), all as such obligations or Credit Documents may be modified, amended, supplemented, restated, increased or extended from time to time.

"Trademarks" shall mean all right, title and interest of Debtors, or any of them, in the United States and outside of the United States, in and to all of their respective now owned or hereafter acquired trademarks, service marks, trade names, trade dress, colors, designs, logos, indicia, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and all registrations and applications to register the same, and all renewals thereof, and the goodwill and business relating to such applications, which Trademarks include, without limitation, all such items which are particularly described by Schedule A attached hereto and incorporated by reference herein.

"Unknown Intellectual Property Collateral" shall mean Intellectual Property Collateral, the rights to which: (i) are based solely on common law; and (ii) are not known to any of the Debtors after exercise of reasonable diligence.

Section 2. Intellectual Property Collateral; General Terms.

2.01. Security Interest. To secure the prompt payment of the Secured Obligations, Debtors hereby grant to Agent Bank a continuing security interest in and to all of the following property and interests in property of Debtors, or any of them, whether now owned or existing, hereafter acquired or arising, or in which Debtors, or any of them, now or hereafter have any rights, including without limitation any such property used in or useful to the businesses of Debtors, or any of them, or the operation of such businesses, and wheresoever located (collectively, the "Intellectual Property Collateral"):

(a) all right, title and interest of Debtors, or any of them, in and to the Trademarks;

(b) all right, title and interest of Debtors, or any of them, in and to all: (i) income, royalties, damages and payments now and hereafter due and/or payable under all Trademarks; (ii) rights now existing, or hereafter accruing, 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 Debtors, or any of them, in and to the Copyrights; and

(e) all right, title and interest of Debtors, or any of them, in and to all: (i) income, royalties, damages and payments now and hereafter due and/or payable under all Copyrights; (ii) rights now existing, or hereafter accruing, 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.

2.02. Existing Trademarks and Copyrights. All Trademarks and Copyrights in which the Debtors have an interest, other than: (i) Abandoned and De Minimis Trademarks; and (ii) Unknown Intellectual Property Collateral; are listed on Schedule A attached hereto and made a part hereof. In addition to identifying each such Trademark or Copyright, such listing also indicates which Trademarks and Copyrights have been registered (or are subject to an application for registration), in a state or federal office, and includes sufficient information to adequately identify each such registration or application.

2.03. Initial Filing. This Agreement shall be filed for recordation in the United States Patent and Trademark Office, with respect to Trademarks and in the U.S. Copyright Office with respect to Copyrights. Upon request by Agent Bank, Debtors shall cause this Agreement to be filed with the copyright or trademark registration office of the States of Illinois, Missouri, Louisiana, Iowa or Indiana and/or any other state, province, territory or country in which Agent Bank, in its reasonable discretion, determines that registration and/or recordation is necessary or appropriate to perfect Agent Bank's security interest in the Intellectual Property Collateral.

Section 3. Representations and Warranties.

3.01. General Representations and Warranties. Debtors represent and warrant to Agent Bank that:

(a) Title to Intellectual Property Collateral. Debtors own all Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), free and clear of any assignments, liens, licenses or other security interests, encumbrances or title defects, infringements or other adverse claims, other than Permitted Liens. None of the Debtors have signed, filed or recorded any assignment in favor of any Person (other than Agent Bank) with respect to any of the Intellectual Property Collateral, in the United States Patent and Trademark Office, in the U.S. Copyright Office or in the copyright or trademark office of any province, territory or country.

(b) Due Execution. Debtors have the right and power and are duly authorized and empowered to enter into, execute and deliver and perform this Agreement and the transactions contemplated hereby; this Agreement has been duly and validly executed by Debtors and constitutes a legal, valid and binding obligation of Debtors enforceable in accordance with its terms.

(c) Perfection. This Agreement creates a valid security interest in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) securing the repayment of the Secured Obligations and all filing and other actions necessary in order to perfect and protect such security interest have been duly taken or will be taken immediately following the date hereof.

3.02. Trademark and Copyright Representation and Warranty. All Intellectual Property Collateral consisting of applications for registrations of Trademarks and Copyrights have been duly and properly filed and all Intellectual Property Collateral consisting of registrations of Trademarks and Copyrights (including, without limitation, any and all renewals, reissues, continuations or divisions thereof, as the case may be) have been duly and properly filed and issued (other than pending applications) and, to the best of Debtors' knowledge, are valid and enforceable.

3.03. Warranty and Reaffirmation of Warranties and Representations; Survival of Warranties and Representations. Each request for a Borrowing made by Debtors, or any of them, pursuant to the Credit Documents shall constitute a reaffirmation, as of the date of said request, of the representations and warranties of Debtors contained in Section 3 hereof (except to the extent that Debtors may

otherwise notify Agent Bank, in writing, concurrently with, or prior to, any such request). All representations and warranties of Debtors contained in this Agreement shall survive the execution, delivery and acceptance of this Agreement by the parties thereto.

Section 4. Covenants.

4.01. Affirmative Covenants. Unless Agent Bank otherwise agrees in writing, Debtors covenant that they shall:

(a) Delivery of Documents. Furnish to Agent Bank, from time to time upon its reasonable request, a complete status report of all Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) and deliver to Agent Bank copies of any such Intellectual Property Collateral and other documents concerned with or related to the prosecution, protection, maintenance, enforcement and issuance of such Intellectual Property Collateral, and such other data and information as Agent Bank from time to time may reasonably request bearing upon or related to such Intellectual Property Collateral.

(b) Defense of Title. Use all reasonable efforts to defend their title to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) against all claims of all Persons whomsoever which, if not defended, could reasonably be expected to result in a Material Adverse Effect, except with respect to liens and other rights created or permitted hereby.

(c) Execute Addenda. Promptly upon the filing of any application for registration of a Trademark or Copyright and upon the issuance of any registration of a Trademark or Copyright, they shall, unless Agent Bank agrees otherwise in writing:

(i) execute an addendum to this Agreement, which addendum shall identify such Trademark or Copyright application or registration in sufficient detail to provide for perfection of a security interest in Debtor's interest thereunder;

(ii) with respect to United States trademark or copyright applications or registrations, cause this Agreement and such addendum to be recorded in the United States Patent and Trademark Office or U.S. Copyright Office, as appropriate; and

(iii) upon request by Agent Bank, cause this Agreement and such addendum to be recorded with the trademark or copyright registration office of any state in the United States in which Agent

Bank determines, in its sole discretion, that filing is necessary or advisable to perfect Agent Bank's security interest in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) subject to such addendum.

(d) Affix Notices. Whenever any Trademarks are used by or on behalf of any of them, use their best efforts to affix or cause to be affixed (to the extent reasonably necessary to protect their right, title and interest in any such Trademark), a notice that the mark is a trademark, a service mark or is registered, which notice shall be in a form accepted or required by the trademark marking laws of each province, territory or country in which the mark is so used.

(e) Notice of Abandonment. Notify Agent Bank at least two (2) months prior to any voluntary abandonment of any Trademarks, which are material to the operations of any of them, or have material value, and obtain the written permission of Agent Bank to such abandonment, which permission shall not be unreasonably withheld or delayed. In the event that such permission to abandon is reasonably withheld by Agent Bank, Debtors shall, at their own expense, take all action reasonably necessary to continue and maintain each item of Intellectual Property Collateral in force.

4.02. Negative Covenants. Without Agent Bank's prior written consent, which may be withheld by Agent Bank in its sole discretion, none of Debtors shall (except to the extent permitted in the Credit Agreement) license, transfer, convey or encumber any interest in or to any of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) or take any action, or permit any action to be taken, or fail to take any action which individually or in the aggregate would affect the validity or enforceability of any portion of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) or of the security interest of Agent Bank therein or which would otherwise violate any provision of any Loan Document.

4.03. Notice of Proceedings. Debtors shall promptly notify Agent Bank, in writing, of any suit, action or proceeding brought against any of them relating to, concerned with, or affecting any of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), if such suit, action or proceeding: (i) constitutes a Material Adverse Effect; or (ii) would be reasonably likely to result in a Material Adverse Effect if determined adversely to Debtors. Debtors shall, upon request from Agent Bank, deliver to Agent Bank a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or

proceeding, and shall keep Agent Bank fully advised in writing of the progress of any such suit, action or proceeding.

4.04. Infringement. In the event of: (i) any infringement of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) by other Persons; or (ii) any other conduct by other Persons to the detriment of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks); which constitutes a Material Adverse Effect, or is reasonably likely to result in a Material Adverse Effect, Debtors shall promptly notify Agent Bank in writing of such infringement or other conduct and the full nature, extent, evidence and circumstances of such infringement or other conduct known to any of Debtors. Debtors shall take all reasonable steps to protect their interests and rights in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) which is the subject of such infringement or other conduct and shall provide Agent Bank written notice of all occurrences and developments with respect thereto. To the extent reasonably necessary, Debtors shall promptly bring and diligently and vigorously maintain an action to stop such infringement and other conduct (to the extent that, and so long as, such diligent and vigorous maintenance of an action is reasonable in light of the materiality of such infringement or other conduct and in light of the materiality of the item(s) of Intellectual Property Collateral which are subject to such infringement or other action). Debtors shall diligently and vigorously maintain such action until a decision is obtained from which no review or appeal can or has been taken or until such action is resolved otherwise in a manner reasonably satisfactory to Agent Bank.

4.05. Payment of Charges and Claims. Debtors shall pay, when due, all charges with respect to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral) and shall promptly obtain the discharge of such charges or of any lien, claim or encumbrance asserted against the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks). If Debtors shall fail to make such payments or shall fail to obtain such discharge, Agent Bank may, without waiving or releasing any obligation or liability of Debtors hereunder or any Event of Default under the Security Documents, in its sole discretion, at any time or times thereafter, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Agent Bank deems advisable (provided that Agent Bank has first given Debtors notice of the proposed payment or action and Debtors have failed to make such payment or take such action within ten (10) Banking Business Days thereafter). All sums so paid by Agent Bank and any expenses incurred by Agent Bank on its behalf, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by Debtors to Agent Bank and shall be Secured Obligations secured by the Collateral

under the Security Documents, including, without limitation, the Intellectual Property Collateral, and shall bear interest, accruing from the date of such demand, at the Default Rate which is set forth in the Credit Agreement.

Section 5. Agent Bank's Rights and Remedies.

5.01. Remedies. Upon the occurrence and during the continuation of an Event of Default, Agent Bank shall have and may exercise any one (1) or more of the rights and remedies provided to it under any of the Credit Documents or provided by any applicable law, including but not limited to, all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and Debtors hereby agree to make the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) available to Agent Bank, to extent applicable, at a place to be designated by Agent Bank which is reasonably convenient to the parties, authorize Agent Bank to take possession of the Intellectual Property Collateral with or without demand and with or without process of law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the Secured Obligations in the order specified in the Credit Agreement, or as otherwise agreed to by Agent Bank. In addition to the foregoing, if an Event of Default shall occur and be continuing, Agent Bank may, by written notice to Debtors, take any or all of the following actions: (i) declare the entire right, title and interest of Debtors in and to each of the Copyrights and the Trademarks, the goodwill in the business symbolized by the Trademarks, and all other Intellectual Property Collateral to be immediately vested in Agent Bank, in which case Debtors agree to execute an assignment, in form and substance reasonably satisfactory to Agent Bank, of all their right, title and interest in and to the Copyrights and the Trademarks and the other Intellectual Property Collateral to Agent Bank; (ii) take and use or sell the Copyrights and Trademarks, the goodwill of any of Debtors' businesses symbolized by the Trademarks and the other Intellectual Property Collateral; and (iii) direct Debtors to refrain, in which event Debtors shall refrain, from using the Copyrights and Trademarks in any manner whatsoever, directly or indirectly, and, if requested by Agent Bank, change Debtors' corporate name(s) to eliminate therefrom any infringement of any Trademark and execute such other and further documents that Agent Bank may request to further confirm this and to transfer ownership of the Trademarks and registrations and any pending trademark application in the United States Patent and Trademark Office and/or the Copyrights and registrations and any pending applications for copyright registration in the U.S. Copyright Office to Agent Bank.

5.02. Appointment of Agent Bank as Debtors' Lawful Attorney. Upon the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement), Debtors irrevocably designate, make, constitute and appoint Agent Bank (and all persons designated by Agent Bank) as the true and lawful attorney (and agent-in-fact)

of each of them, and Agent Bank, or Agent Bank's agent, may, without notice to any of them take any action as Agent Bank reasonably deems necessary under the circumstances to file, prosecute, defend, issue, maintain, enforce or otherwise take action in respect to the Intellectual Property Collateral as required or permitted hereby, or to carry out any other obligation or duty of any of Debtors under this Agreement, including, without limitation, the right to execute any assignment of the Intellectual Property Collateral in the event any of the Secured Obligations are accelerated in accordance with any of the Credit Documents, and the employment of counsel. Debtors shall pay all fees and expenses, including attorneys' fees and expenses, incurred by Agent Bank in connection with such action and such fees and expenses shall form part of the Secured Obligations.

Section 6. Remedies Cumulative; etc. The rights, remedies and benefits of Agent Bank herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which Agent Bank may have under this Agreement, the Credit Agreement or any other Loan Document or at law, in equity, by statute or otherwise. The obligations of Debtors hereunder shall be joint and several.

Section 7. Expenses. This Agreement is a Loan Document, and the Intellectual Property Collateral is Collateral, all as contemplated by Section 8.02 of the Credit Agreement, which is incorporated by reference herein, and which provides, among other things, that the Debtors will reimburse Agent Bank for certain expenses incurred in connection with said Credit Documents, particularly set forth therein.

Section 8. Indemnity. Debtors hereby agree to jointly and severally indemnify, protect, defend and save harmless Agent Bank and each of the Lenders and their respective directors, trustees, officers, employees, agents, attorneys and stockholders (individually an "Indemnified Party" and collectively, the "Indemnified Parties") from and against, any and all losses, damages, expenses or liabilities of any kind or nature from any suits, claims, demands or other proceedings, including reasonable counsel fees incurred in investigating or defending such claim, suffered by any of them and caused by, relating to, arising out of, resulting from, or in any way connected with any of the following (collectively, the "Indemnification Circumstances"): (i) the preparation or administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights, or the defense thereof, of Agent Bank hereunder or under any of the Credit Documents, or (iv) the failure of Debtors to perform or observe any of the provisions hereof, all in accordance with Section 8.03 of the Credit Agreement which is incorporated by reference herein, and Debtors hereby agree that any claim caused by, relating to, arising out of, resulting from, or in any way connected with any of the Indemnification Circumstances shall be deemed to be subject to the provisions of said Section 8.03.

Section 9. No Delay; Waiver, etc. No delay on the part of Agent Bank in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. To the fullest extent permitted by law and except as otherwise provided for in this Agreement, Debtors waive: (a) all rights to notice of a hearing prior to Agent Bank's taking possession or control of, or to Agent Bank's reply, attachment or levy upon, the Intellectual Property Collateral or any bond or security which might be required by any court prior to allowing Agent Bank to exercise any of Agent Bank's remedies; and (b) the benefit of all marshalling, valuation, appraisal and exemption laws. Debtors acknowledge that they have been advised by counsel with respect to this Agreement, the waivers contained herein and the transactions evidenced by this Agreement.

Section 10. Further Assurances. Debtors agree to do such further acts and things and to pay the costs and expenses in connection with such acts (including, without limitation, the recording of this Agreement with respect to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) with any trademark office in any state, province, territory or country), and to execute and deliver or cause to be executed and delivered such supplemental documentation, additional conveyances, assignments, and similar instruments, as Agent Bank may at any time reasonably request in connection with the administration and enforcement of this Agreement or with respect to the Intellectual Property Collateral or any part thereof or in order to better assure and confirm unto Agent Bank its rights and remedies hereunder or further to effectuate the purposes of this Agreement and to pay the costs and expenses in connection with such acts. Debtors agree that, where permitted under applicable law, a carbon, photographic or other reproduction, of this Agreement is sufficient as a recordable assignment.

Section 11. Modification. No amendment hereof shall be effective unless contained in a written instrument signed by the parties hereto.

Section 12. Notices. All notices and other communications provided to any party hereto under this Agreement shall be in writing or by facsimile and addressed, delivered or transmitted to such party at its address or facsimile number set forth below or at such other address or facsimile number as may be designated by such party in a notice to the other parties. Any notice, if mailed and properly addressed with postage prepaid, shall be deemed given when received; any notice, if transmitted by facsimile, shall be deemed given when transmitted. If any facsimile is transmitted at a time which is not during regular business hours at the location to which such facsimile is transmitted, it shall be deemed transmitted on the next Banking Business Day.

If to Debtors: c/o Argosy Gaming Company
 219 Piasa Street
 Alton, Illinois 62002-6232
 Attn: Dale Black, CFO
 Donald Malloy, Esq., EVP and General Counsel
 Facsimile No. (618) 474-7420

If to Agent
Bank: Wells Fargo Bank, N.A.,
 Agent Bank
 Commercial Banking Division
 5340 Kietzke Lane, Suite 201
 Reno, NV 89511
 Attn: Casey Potter, V.P.
 Facsimile No. (775) 689-6026

Section 13. Termination. This Agreement shall terminate upon the occurrence of Loan Termination and the due release and termination of the Security Documents which is executed and delivered concurrently, or substantially concurrent, herewith. Upon any such termination Agent Bank will, at Debtors' expense, execute and deliver to Debtors such documents as Debtors shall reasonably request to evidence such termination and release the security interest in the Intellectual Property Collateral granted hereunder; provided, however, that this Agreement shall continue to be effective, or shall be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is reduced, rescinded or must otherwise be restored or returned by Agent Bank upon the bankruptcy, insolvency, dissolution, liquidation or reorganization of Debtors, or any of them, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to any of Debtors or any of their respective property or otherwise.

Section 14. Conflict. In the event of any inconsistency between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall control.

Section 15. Governing Law. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of New York (exclusive of choice and conflict of laws provisions thereof to the extent allowed by law) except with respect to those matters regarding the Intellectual Property Collateral to which the law of the United States or the law of a foreign sovereign jurisdiction applies.

Section 16. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party and all grants, covenants, promises and agreements by or on behalf of any of Debtors shall bind the successors and assigns of such Debtors and inure to the benefit of the successors, assigns and transferees of Agent Bank, provided that none of Debtors shall assign all or any portion of their respective rights, duties or obligations hereunder without the prior written consent of Agent Bank. The obligations of Debtors hereunder shall be joint and several.

Section 17. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. If any part of this Agreement is contrary to, prohibited by or deemed invalid under the applicable laws and regulations of one (1) jurisdiction, such provisions shall not thereby be rendered invalid in any other jurisdiction. Should any part or provision of this Agreement be deemed by a court or other Governmental Authority of competent jurisdiction to be an assignment of any trademark, trade name or registration thereof so as to result in Debtors' abandonment thereof, such part or provision (but no other) shall be construed as providing for a security interest and not an assignment, all in order to preclude such abandonment and, if such construction shall not be accepted by such court or other Governmental Authority such part or provision (but no other) shall be deemed null and void as to such trademark, trade name or registration thereof in the jurisdiction where abandonment might otherwise result.

Section 18. Headings. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

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

DEBTORS:

ARGOSY GAMING COMPANY, a
Delaware corporation

By Dale R Black
Dale R. Black,
Senior Vice President and CFO

THE MISSOURI GAMING
COMPANY, a Missouri corporation

By Dale R Black
Dale R. Black,
Treasurer

ALTON GAMING COMPANY, an
Illinois corporation

By Dale R Black
Dale R. Black,
Treasurer

IOWA GAMING COMPANY, an Iowa
corporation

By Dale R Black
Dale R. Black,
Treasurer

AGENT BANK:

WELLS FARGO BANK, National
Association, Agent Bank

By Casey Potter
Casey Potter,
Vice President

JAZZENTERPRISES, INC., a
Louisianacorporation

By Dale R Black
DaleR.Black,
Treasurer

ARGOSYOFLOUISIANA, INC., a
Louisianacorporation

By Dale R Black
DaleR.Black,
Treasurer

CATFISHQUEENPARTNERSHIPIN
COMMENDAM, aLouisiana
partnershipincommendam

By: ARGOSYOFLOUISIANA,
INC., aLouisiana
corporation,
GeneralPartner

By Dale R Black
DaleR.Black,
Treasurer

By: JAZZENTERPRISES, INC.,
aLouisianacorporation,
LimitedPartner

By Dale R Black
DaleR.Black,
Treasurer

THE INDIAN GAMING COMPANY,
an Indian corporation

By Dale R. Black
Dale R. Black,
Treasurer

ARGOSY OF IOWA, INC., an Iowa
corporation

By Dale R. Black
Dale R. Black,
Treasurer

BELLE OF SIOUX CITY, L.P., an
Iowa limited partnership

By: IOWA GAMING COMPANY,
INC., an Iowa corporation,
General Partner

By Dale R. Black
Dale R. Black,
Treasurer

INDIANAGAMINGHOLDING
COMPANY, an Indian corporation

By Dale R. Black
Dale R. Black,
Treasurer

INDIANAGAMING II, L.P., an
Indian limited partnership

By: INDIANAGAMINGHOLDING
COMPANY, an Indiana
corporation, General Partner

By Dale R. Black
Dale R. Black,
Treasurer

CENTROPLEX CENTRE
CONVENTION HOTEL, L.L.C., a
Louisiana limited liability company

By: ARGOSY GAMING
COMPANY, a Delaware
corporation, its Sole Member

By Dale R. Black
Dale R. Black,
Senior Vice President and
CFO

STATE OF Illinois)
)SS
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALER BLACK as Treasurer of THE MISSOURI GAMING COMPANY, a Missouri corporation.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
)SS
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALER BLACK as Treasurer of ALTONGAMING COMPANY, an Illinois corporation.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
)SS
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALER BLACK as Treasurer of IOWA GAMING COMPANY, an Iowa corporation.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
COUNTY OF Madison)^{SS}

This instrument was acknowledged before me on November 15, 2001, by DALER BLACK as Treasurer of JAZZ ENTERPRISES, INC., a Louisiana corporation.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
COUNTY OF Madison)^{SS}

This instrument was acknowledged before me on November 15, 2001, by DALER BLACK as Treasurer of ARGOSY OF LOUISIANA, INC., a Louisiana corporation.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
COUNTY OF Madison)^{SS}

This instrument was acknowledged before me on November 15, 2001, by DALER BLACK as Treasurer of ARGOSY OF LOUISIANA, INC., a Louisiana corporation, the general partner of CATFISH QUEEN PARTNERSHIP IN COMMENDAM, a Louisiana partnership in commendam.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
)SS
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALER. BLACK as Treasurer of JAZZ ENTERPRISES, INC., a Louisiana corporation, the limited partner of CATFISH QUEEN PARTNERSHIP IN COMMENDAM, a Louisiana partnership in commendam.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
)SS
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALER. BLACK as Treasurer of THE INDIAN GAMING COMPANY, an Indian corporation.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
)SS
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALER. BLACK as Treasurer of ARGOSY OF IOWA, an Iowa corporation.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
)ss
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALE R. BLACK as Treasurer of IOWA GAMING COMPANY, an Iowa corporation, the general partner of BELLE OF SIOUX CITY, L.P., an Iowa limited partnership.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
)ss
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALE R. BLACK as Treasurer of INDIANA GAMING HOLDING COMPANY, an Indiana corporation.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
)ss
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALE R. BLACK as Treasurer of INDIANA GAMING II, L.P., an Indiana limited partnership.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
)SS
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALER.BLACK as Senior Vice President and CFO of ARGOSY GAMING COMPANY, a Delaware corporation, the sole member of CENTROPLEX CENTRE CONVENTION HOTEL, L.L.C., a Louisiana limited liability company.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
)SS
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALER.BLACK as Treasurer of THE INDIANA GAMING COMPANY, an Indiana corporation, the General Partner of INDIANA GAMING COMPANY L.P., an Indiana limited partnership.

Barbara C. Crammond
Notary Public



STATE OF Illinois)
)SS
COUNTY OF Madison)

This instrument was acknowledged before me on November 15, 2001, by DALER.BLACK as Treasurer of EMPRESS CASINO JOLI ETC CORPORATION, an Illinois corporation.

Barbara C. Crammond
Notary Public



**APPLICANT: ARGOSY GAMING COMPANY
CURRENT PENDING SERVICE MARK APPLICATIONS
AND SERVICE MARK REGISTRATIONS**

	<u>TRADEMARK/ SERVICES</u>	<u>DATE REG/FILED REG./SER.NO.</u>	<u>COUNTRY/ CLASS</u>	<u>FILE #/ STATUS</u>
1.	ARGOSY Casino gaming services.	24 OCT 95 1,929,892	U.S. 41	5266.3017 Registered
2.	ARGOSY Casino gaming services.	12 FEB 96 516573	Mexico	5266.3019 Abandoned
3.	ARGOSY PREFERRED	27 FEB 96 1,958,696	U.S. 35	5266.3018 Registered

Promoting the goods and services of others through the distribution of incentive club cards for use with slot machines and table games, whereby each card holder accumulates points based on slot machine usage, said points redeemable for merchandise and travel awards.

Disclaimer: No claim is made to the exclusive right to use PREFERRED apart from the mark as shown.

4.	SLOTBREAKER Casino gaming services	10 FEB 95 74/632,342	U.S. 41	5266.203 Abandoned
5.	MILLION DOLLAR MANIA & Design Casino gaming services.	04 MAR 97 2,041,700	U.S.	5266.3026 Registered

6.	ARGOSY and Design	22 OCT 96 2,009,878	U.S. 35	5266.3027 Registered
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Promoting the goods and services of others through the distribution of incentive club cards for use with slot machines and table games, whereby each card holder accumulates points based on slot machine usage, and level of table play, said points redeemable for merchandise and travel awards.

SCHEDULE A

**APPLICANT: ARGOSY GAMING COMPANY
CURRENT PENDING SERVICE MARK APPLICATIONS
AND SERVICE MARK REGISTRATIONS**

	TRADEMARK/ SERVICES	DATE REG/FILED REG./SER.NO.	COUNTRY/ CLASS	FILE NO./ STATUS
7.	ARGOSY CASINOS & Design Casino gaming services.	27 MAY 97 2,064,900	U.S. 41	5266.3033 Registered
8.	ARGOSY CASINO & Design Casino gaming services.	15 DEC 98 2,211,438	U.S. 41	5266.3035 Registered
9.	THE BIGGEST HITS IN TOWN Casino gaming services and entertainment services in the nature of performances by musical groups.	01 JUL 97 2,076,611	U.S. 41	5266.3041 Registered Supplemental Register.
10.	LOUISIANA'S ENTERTAINMENT CAPITOL Casino gaming services and entertainment services in the nature of performances by musical groups.	23 SEP 97 2,099,242	U.S. 41	5266.3040 Registered
11.	LOUISIANA'S ENTERTAINMENT CAPITAL Casino gaming services and entertainment services in the nature of performances by musical groups.	04 JAN 00		Registered
12.	BELLES & BEAUS Senior citizen entertainment services.	03 MAR 98 2,140,595	U.S. 41	5266.3045 Registered
13.	EAGLE VIEW LODGE Bar/restaurant services.	24 FEB 98 2,138,698	U.S. 42	5266.3046 Registered
14.	IT'S FUN. IT'S EASY. IT'S ARGOSY. Casino gaming services.	22 SEP 98 2,190,419	U.S. 41	5266.3043 Registered
15.	SLOT HIT PIT Casino gaming services.	17 FEB 98 2,137,240	U.S. 41	5266.3044 Registered

APPLICANT: ARGOSY GAMING COMPANY
 CURRENT PENDING SERVICE MARK APPLICATIONS
 AND SERVICE MARK REGISTRATIONS

	TRADEMARK/ SERVICES	DATE REG/FILED REG./SER.NO.	COUNTRY/ CLASS	FILE NO./ STATUS
16.	RUMBLE ON THE RIVER Entertainment in the nature of a boxing exhibition.	22 JUN 99 2,255,922	U.S. 41	5266.3049 Registered
17.	JAMAICA ME CRAZY Festivals featuring a variety of activities, namely, musical performances, ethnic dances, ethnic foods and ethnic crafts.	17 JUN 97 75/311,065	U.S. 41	5266.3048 Abandoned
18.	LEPRECHAUNS AND LINGUINI Festivals featuring a variety of activities, namely, musical performances, ethnic dances, ethnic foods and ethnic crafts.	02 FEB 99 2,221,276	U.S. 41	5266.3047 Registered
19.	CATFISH TOWN CARNIVALE Festivals featuring a variety of activities, namely, live musical performances, ethnic dances, ethnic foods and ethnic crafts.	11 AUG 97 75/338,980	U.S. 41	5266.3050 Abandoned
20.	BELLES & BEAUS THE 50 AND BETTER SENIOR CLUB Social club for senior citizens.	16 JUNE 98 2,165,988	U.S. 42	5266.3052 Registered
21.	ROCK -N- BLUES FESTIVAL @ CATFISH TOWN & Design Entertainment, namely, live musical performances.	13 AUG 97 75/340,759	U.S. 41	5266.3051 Abandoned
22.	IT'S FUN! IT'S EASY! IT'S HUGE! Casino Gaming services.	01 OCT 97 75/366,181	U.S. 41	5266.3053 Abandoned

APPLICANT: ARGOSY GAMING COMPANY
CURRENT PENDING SERVICE MARK APPLICATIONS
AND SERVICE MARK REGISTRATIONS

TRADEMARK/ SERVICES	DATE REG/FILED REG./SER.NO.	COUNTRY/ CLASS	FILE NO./ STATUS
23. ACES SHOWROOM Entertainment services in the nature of live performances.	15 JUN 99 2,252,848	U.S. 41	5266.3054 Registered
24. THE BISTRO AT THE RIVERBEND Restaurant and bar services.	23 MAR 99 2,233,802	U.S. 42	5266.3055 Registered
25. BOGART'S GRILLE Restaurant and bar services.	10 MAR 98 75/447,999	U.S. 42	5266.3056 Abandoned
26. THE PASSPORT BUFFET Restaurant and bar services.	10 MAR 98 75/447,921	U.S. 42	5266.3057 Abandoned
27. THE OUTPOST Restaurant and bar services; entertainment services in the nature of live musical performances.	10 MAR 98 75/447,925	U.S. 42	5266.3058 Abandoned
28. THE CHART ROOM Restaurant and bar services.	10 MAR 98 75/447,923	U.S. 42	5266.3059 Abandoned
29. YOU BELONG AT THE BELLE Casino gaming Services.	28 DEC 99 2,304,043	U.S. 41	5266.3061 Registered
30. MORE FUN FOR YOUR MONEY Casino gaming Services.	21 NOV 00 2,407,215	U.S. 41	5266.3062 Registered
31. ARGOSYCASINOS.COM	20 OCT 99 75/827649	U.S. 41 & 42	5266.3063 Pending

Updated: November 1, 2001

32.	THE BEST GAME IN TOWN Casino gaming Services.	18 JAN 00 75/897275	U.S. 41	5266.3064 Pending
33.	THERE'S A NEW GAME IN TOWN Casino gaming Services.	02 JAN 01 2,417,562	U.S. 41	5266.3065 Registered
34.	EYE HI AND GOODBYE Casino gaming services.	28 JUL 00 76/099012	U.S. 41	5266.3066 Pending
35.	WHY PLAY ANYWHERE ELSE? Casino gaming services.	16 JUN 00	U.S. 41	5266.3067 Pending
36.	WE'VE GOT A YOU ATTITUDE! Casino gaming services.	9 OCT 01 2,496,007	U.S. 41	5266.3068 Registered
37.	FRIENDS AND NEIGHBORS SERVING FRIENDS AND NEIGHBORS Development, organization and execution of community outreach programs; namely, fund-raising activities, food drives, blood drives and events designed to raise money for charitable purposes.	15 Mar 01 76/225243	U.S. 36	5266.3072 Pending
38.	EVERYONE LOVES A WINNER Casino Services.	App 17 Sep 01	U.S. 41	5266.3075 Pending

39-50 Reserved for future applications

APPLICANT: ALTON GAMING COMPANY
CURRENT PENDING SERVICE MARK APPLICATIONS
AND SERVICE MARK REGISTRATIONS

	<u>TRADEMARK/ SERVICES</u>	<u>DATE REG/FILED REG/SER. NO.</u>	<u>COUNTRY/ CLASS</u>	<u>FILE NO./ STATUS</u>
1.	ALTON BELLE Casino gaming Services.	31 OCT 95 1,931,461	U.S. 41	5266.3001 Registered
2.	ALTON BELLE RIVERBOAT CASINO and Design Casino gaming Services.	28 NOV 95 1,938,400	U.S. 41	5266.3002 Registered
3.	ALTON BELLE Restaurant/bar Services.	21 NOV 95 1,937,003	U.S. 42	5266.3003 Registered
4.	ALTON BELLE RIVERBOAT CASINO and Design Restaurant/bar Services.	05 DEC 95 1,939,657	U.S. 42	5266.3004 Registered

APPLICANT: MISSOURI GAMING COMPANY
CURRENT SERVICE MARK REGISTRATIONS

	<u>TRADEMARK/ SERVICES</u>	<u>DATE REG/FILED REG/SER. NO.</u>	<u>COUNTRY/ CLASS</u>	<u>FILE NO. & STATUS/</u>
5.	ARGOSY RIVERSIDE Casino gaming Services.	24 OCT 95 1,929,893	U.S. 41	5266.3005 Registered
6.	ARGOSY RIVERSIDE CASINO and Design Casino gaming Services.	31 OCT 95 1,931,460	U.S. 41	5266.3006 Registered
7.	ARGOSY RIVERSIDE Restaurant/bar Services.	17 OCT 95 1,928,190	U.S. 42	5266.3007 Registered
8.	ARGOSY RIVERSIDE CASINO and Design Restaurant/bar Services.	17 OCT 95 1,928,191	U.S. 42	5266.3008 Registered

**APPLICANT: CATFISH QUEEN PARTNERSHIP IN COMMENDAM
CURRENT U.S. SERVICE MARK APPLICATIONS
AND SERVICE MARK REGISTRATIONS**

<u>TRADEMARK/ SERVICES</u>	<u>DATE REG/FILED REG/SER. NO.</u>	<u>COUNTRY CLASS</u>	<u>FILE NO./ STATUS</u>
9. BELLE OF BATON ROUGE Casino gaming services.	24 DEC 96 2,024,859	U.S. 41	5266.3009 Registered
10. BELLE OF BATON ROUGE CASINO AT CATFISH TOWN and Design Casino gaming services.	07 NOV 95 1,933,105	U.S. 41	5266.3010 Registered
11. BELLE OF BATON ROUGE CASINO AT CATFISH TOWN and Design Restaurant/bar services.	31 OCT 95 1,931,500	U.S. 42	5266.3012 Registered
12. BELLE OF BATON ROUGE Restaurant/bar services.	07 NOV 95 1,933,104	U.S. 42	5266.3011 Registered
13. LOUIE'S ON THE LEVEE Restaurant/bar services.	31 AUG 95 74/723,432	U.S. 42	5266.3028 Abandoned
14. THE HITTINGEST SLOTS AROUND Casino gaming services.	10 DEC 96 2,022,224	U.S. 41	5266.3032 Registered
15. THE HITTINGEST SLOTS IN TOWN Casino gaming services.	10 DEC 96 2,022,223	U.S. 41	5266.3031 Registered

Updated: November 1, 2001

APPLICANT: JAZZ ENTERPRISES, INC.
(A Louisiana Corporation)
PENDING SERVICE MARK APPLICATIONS
AND SERVICE MARK REGISTRATIONS

TRADEMARK SERVICES	DATE REG/FILED REG/SER. NO.	COUNTRY/ CLASS	FILE NO./ STATUS
16. CATFISH TOWN Management and leasing of shopping mall space.	29 AUG 95 74/722,443	U.S. 36	5266.3021 Abandoned
17. CATFISH TOWN BATON ROUGE LA & Design Management and leasing of shopping mall space.	16 SEP 97 2,098,093	U.S. 36	5266.3022 Registered
18. JAZZ ENTERPRISES, INC. & Design Casino gaming services.	21 NOV 95 1,936,339	U.S. 41	5266.3023 Registered
19. JAZZ ENTERPRISES, INC. & Design Casino gaming services.	21 SEP 93 930,921	Louisiana 41	5266.3024 Registered

APPLICANT: THE BELLE OF SIOUX CITY, L.P.
(An Iowa Limited Partnership)
PENDING & REGISTERED U.S. SERVICE MARK APPLICATIONS

TRADEMARK SERVICES	DATE REG/FILED REG/SER. NO.	COUNTRY/ CLASS	FILE NO./ STATUS
20. BELLE OF SIOUX CITY Restaurant/bar services.	14 NOV 95 1,935,362	U.S. 42	5266.3015 Registered
21. BELLE OF SIOUX CITY CASINO and Design Restaurant/bar services.	28 NOV 95 1,938,410	U.S. 42	5266.3016 Registered
22. BELLE OF SIOUX CITY Casino gaming services.	14 NOV 95 1,935,361	U.S. 41	5266.3013 Registered
23. BELLE OF SIOUX CITY CASINO and Design Casino gaming services.	28 NOV 95 1,938,409	U.S. 41	5266.3014 Registered

APPLICANT: EMPRESS CASINO JOLIET CORPORATION
(An Illinois Corporation)
PENDING & REGISTERED U.S. SERVICE MARK APPLICATIONS

<u>TRADEMARK SERVICES</u>	<u>DATE REG/FILED REG/SER. NO.</u>	<u>COUNTRY/ CLASS</u>	<u>FILE NO./ STATUS</u>
24. EMPRESS Casino Services.	21 OCT 97 2,107,523	U.S. 41	Registered
25. EMPRESS Casino Services, not including dinner cruise ship services.	20 OCT 98 2,196,824	U.S. 41	Registered
26. EMPRESS (Stylized) Casino Services, not including dinner cruise ship services.	20 OCT 98 2,196,822	U.S. 41	Registered
27. EMPRESS Hotel Services.	30 SEP 97 2,102,174	U.S. 42	Registered
28. EMPRESS 3-Perfume; 9-Binoculars and magnets; 16-Pens, pencils, photograph albums, and playing cards; 34-Ashtrays, not of precious metal.	26 JAN 99 2,220,630	U.S. 3,9,16,34	Registered
29. EMPRESS Clothing, namely, t-shirts, sweat shirts, sweat shorts, tank tops, hats and jackets.	28 JUL 98 2,177,009	U.S. 25	Registered
30. EMPRESS Casino services; excluding those rendered on a cruise ship.	11 FEB 97 2,037,357	U.S. 41	Registered
31. EMPRESS CASINO Casino Services.	22 SEP 98 2,190,220	U.S. 41	Registered
32. EMPRESS RIVER CASINO (& Design) Casino Services, not including dinner cruise ship services.	20 OCT 98 2,196,823	U.S. 41	Registered
33. EMPRESS RIVER CASINO (& Design) Casino services, not including dinner cruise ship services.	22 SEP 98 2,190,160	U.S. 41	Registered

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34.	EMPRESSMILES	02 JAN 96 1,945,518	U.S. 35	Registered
	Promoting casino services through the administration of incentive award programs.			
35.	EXCITEMENT IS A LADY NAMED EMPRESS	19 MAY 98 2,159,095	U.S. 41	Registered
	Casino Services.			
36.	Miscellaneous Design of Woman With Extended Hair	11 JAN 00 2,306,951	U.S. 35; 41; 42	Registered
	35-Retail stores featuring novelties and souvenir items; 41-Casino services, casino services offered to preferred customers identified by cards; casino services featuring incentive awards and guest recognition for frequent casino patrons in the nature of discounts and free goods and services by means of accumulating points in an electronic card through game play; 42-Hotel services and restaurant services.			
37.	SUPER PAY ROYALS	12 MAR 99 75/659,417	U.S. 9	Pending Filing Receipt
	Gaming devices, namely video poker machines.			
38.	THE EMPRESS	15 AUG 95 1,912,772	U.S. 41	Registered
	(Expired 8-15-01-decided unnecessary to renew) Casino Services; not including dinner cruise ship services.			
39.	THE JEWEL OF THE GREAT MIDWEST	16 JUN 98 2,165,984	U.S. 41	Registered
	Casino Services.			
40.	YOU CAN NEVER HAVE TOO MUCH FUN	28 MAR 00 2,336,284	U.S. 41	Registered
	Casino Services.			
41.	YOUR NIGHTLIFE WILL NEVER BE THE SAME	04 APR 00 2,338,737	U.S. 42	Registered
	Nightclub (Class 42).			
42.	CHICAGOLAND'S CASINO Casino Services.	08 MAR 94 74,175	Illinois	Registered
43.	EMPRESS	12 JAN 92 69,775	Illinois	Registered
	Riverboat casino gambling; food & beverage; & entertainment (Class 41).			
43.	EMPRESS	12 JAN 92 69,776	Illinois	Registered

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Riverboat casino gambling; food & beverage; & entertainment
(Class 42).

44. THE GREAT ESCAPE 12 OCT 95 Illinois Registered
77,295

Casino services and restaurant services (Class 41).

45. THE GREAT ESCAPE 12 OCT 95 Illinois Registered
77,294

Retail store services(Class 35).