

05-13-2002

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

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

102087340

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

1. Name of conveying party(ies):

Isle of Capri Casinos, Inc.

- Individual(s), General Partnership, Association, Corporation, Limited Partnership, Other

4-29-02

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Internal Address, Street Address: 425 Lexington Avenue, City: New York, State: NY, Zip: 10017

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

1. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Corporation-State

Other: Grant of Trademark Security Interest

Execution Date: April 26, 2002

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

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

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

A. Trademark Application No.(s) 76/ 328,808; 76/290,996; 76/290,997; 76/342,602; 76/342,643; 76/348,782; and 76/291,269

B. Trademark Registration No.(s)

APR 29 2002

Additional number(s) attached Yes No

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

Name: Edward A. Friedler, Esq.

Internal Address

Street Address: O'MELVENY & MYERS LLP 400 South Hope Street

City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edward A. Friedler Name of Person Signing

Signature

April 29, 2002 Date

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

Box for page count

05/10/2002 LNUJELLER 00000087 76320000

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

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, Isle of Capri Casinos, Inc., a Delaware corporation (the "**Borrower**"), has entered into an Second Amended and Restated Credit Agreement dated as of April 26, 2002 (said 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 listed on the signature pages thereof (each individually referred to herein as a "**Lender**" and collectively as "**Lenders**"), Canadian Imperial Bank of Commerce, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), CIBC World Markets Corp., as lead arranger, and the other agents named therein; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Providers**"); and

WHEREAS, pursuant to the terms of an Amended and Restated Security Agreement dated as of April 26, 2002 (as amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, 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; and

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, 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 as security for the Secured Obligations (the "**Trademark Collateral**"):

1. 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 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 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

2. 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 (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity) (collectively, the “**Non-Assignable Agreements**”); 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.

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 26th day of April, 2002.

ISLE OF CAPRI CASINOS, INC., a Delaware Corporation

By: Allen B. Solomon
Name: Allan B. Solomon
Title: Executive Vice President, Secretary and General Counsel

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

<u>Applicant</u>	<u>United States Trademark Description</u>	<u>Application Number</u>	<u>Filing Date</u>
Isle of Capri Casinos., Inc.	Casino Row	App #76/328808	10/23/01
Isle of Capri Casinos, Inc.	Isle Miles	App #76/290996	07/26/01
Isle of Capri Casinos, Inc.	Isle Miles Design	App #76/290997	07/26/01
Isle of Capri Casinos, Inc.	Lady Luck Casino Hotel Las Vegas Design	App #76/342602	11/28/01
Isle of Capri Casinos, Inc.	Lucky Louie's	App #76/342643	11/28/01
Isle of Capri Casinos, Inc.	Play Oh	App #76/348782	12/13/01
Isle of Capri Casinos, Inc.	Play Your Way to Paradise	App #76/291269	07/26/01
Isle of Capri Casinos, Inc.	Sportorium	pending	



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TYSONS CORNER
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TOKYO

April 29, 2002

OUR FILE NUMBER
133,020-050

VIA EXPRESS MAIL

WRITER'S DIRECT DIAL
213-430-7538

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

WRITER'S E-MAIL ADDRESS
efriedler@omm.com

Re: *Grant of Trademark Security Interest
Isle of Capri Casinos, Inc.*

Dear Madam:

Enclosed please find (i) an executed Recordation Form Cover Sheet; (ii) our Grant of Trademark Security Interest and attached Schedule A; (iii) our check in the amount of \$190.00 (Check No. 539008) covering the filing fee; and (iv) a postcard to be date-stamped and returned to us as indicated.

Thank you for your assistance. Please feel free to call me with any questions.

Very truly yours,

Edward A. Friedler
for O'MELVENY & MYERS LLP

EAF:cow

Enclosures

cc: Yvonne Kao (w/Encls.)

LA1:969197.1

RECORDED: 04/29/2002

TRADEMARK
REEL: 002504 FRAME: 0130