

06-27-2002



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ORIGINAL ONLY

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

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

1. Name of conveying party(ies): Colonial Downs, L.P. 06/19/02 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Wells Fargo Bank of Minnesota, NA Internal Address: attn: Robert Reynolds, 7th Floor Street Address: 213 Court Street City: Middletown State: CT Zip: 06457 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State CT Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 6-14-02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,515,927, 2,535,837, 2,347,738, 2,197,807, 2,222,170 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: William S. Tate Internal Address: Hirschler Fleischer, PC Street Address: 701 East Byrd Street P.O. Box 500 City: Richmond State: VA Zip: 23218-0500

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41): \$ 200.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 50135

DO NOT USE THIS SPACE

9. Signature. William S. Tate Signature W S Tate Date 20 June 2002 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

06/26/2002 6TON11 00000181 501335 2515927 01 FC:481 40.00 CH 02 FC:482 100.00 CH

TRADEMARK REEL: 2532 FRAME: 0268

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of June 14, 2002 among the guarantors listed on the signature pages attached hereto (each, a "New Guarantor"), each a direct or indirect subsidiary of Gameco, Inc., a Delaware corporation (since renamed Jacobs Entertainment, Inc.) (the "Company"), and Wells Fargo Bank Minnesota, National Association, as trustee under the Indenture referred to below (the "Trustee").

WITNESSETH:

WHEREAS the Company has heretofore executed and delivered to the Trustee an Indenture (as such may be amended from time to time, the "Indenture"), dated as of February 8, 2002, providing for the issuance of its 11 7/8% Senior Secured Notes due 2009 (the "Notes");

WHEREAS Section 4.18 of the Indenture provides that under certain circumstances the Company is required to cause each New Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantor shall unconditionally guarantee all of the Company's obligations under the Notes pursuant to a Guarantee on the terms and conditions set forth herein; and

WHEREAS pursuant to Section 9.01 of the Indenture, the Trustee and the Company are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantors, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. Definitions. (a) Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(b) For all purposes of this Supplemental Indenture, except as otherwise herein expressly provided or unless the context otherwise requires: (i) the terms and expressions used herein shall have the same meanings as corresponding terms and expressions used in the Indenture; and (ii) the words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.
2. Agreement to Guarantee. Each New Guarantor hereby agrees, jointly and severally with all other Guarantors, to Guarantee the Company's obligations under the Notes on the terms and subject to the conditions set forth in Article 10 of the Indenture and to be bound by all other applicable provisions of the Indenture. From and after the date hereof, each New Guarantor shall be a Guarantor for all purposes under the Indenture and the Notes.

3. Non-Guarantor Restricted Subsidiaries. The definition of Non-Guarantor Restricted Subsidiary in Section 1.1 of the Indenture, is deleted in its entirety and amended to read as follows:

“Non-Guarantor Restricted Subsidiary” means any Restricted Subsidiary to the extent not required to be a Guarantor under the Indenture.

4. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby.

5. Governing Law. **THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE.**

6. Trustee Makes No Representation. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Company.

7. Multiple Counterparts. The parties may sign multiple counterparts of this Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent one and the same agreement.


8. Headings. The headings of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date and year first above written.

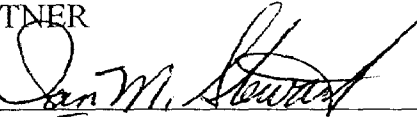
NEW GUARANTORS:

COLONIAL HOLDINGS, INC.


By: 
Name: Ian M. Stewart
Title: President

COLONIAL DOWNS, LP

By: STANLEY RACING CORP, ITS GENERAL PARTNER

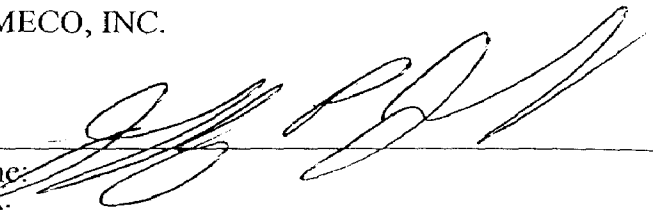
By: 
Name: IAN M. STEWART
Title: PRESIDENT

STANLEY RACING CORPORATION, INC.

By: 
Name: IAN M. STEWART
Title: PRESIDENT

THE COMPANY:

GAMECO, INC.

By: 
Name: _____
Title: _____

THE TRUSTEE:

WELLS FARGO BANK MINNESOTA,
NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

#400283 v1 21667.00738

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<p>James L. Weinberg Hirschler Fleischer, PC P.O. Box 500 Richmond, Virginia 23218-0500</p>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Colonial Downs, L.P.			
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 10515 Colonial Downs Parkway		New Kent	STATE VA
		POSTAL CODE 23123	COUNTRY
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware
		1g. ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
		2g. ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Wells Fargo Bank of Minnesota, NA			
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 213 Court Street		CITY Middletown	STATE CT
		POSTAL CODE 06457	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A, attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] All Debtors Debtor 1 Debtor 2 [ADDITIONAL FEE]

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT A

<u>OWNER</u>	<u>REGISTRATI ON NUMBER</u>	<u>REGISTRATI ON DATE</u>	<u>COUNTRY</u>	<u>DESCRIPTION</u>
	2,515,927	12/04/2001	USA	Virginia Derby (word)
Colonial Downs, LP	2,535,837	02/05/2002	USA	Virginia Derby (word and design)
	2,347,738	05/02/2000	USA	CD (design) (stirrup in horseshoe)
	2,197,807	10/20/1998	USA	Colonial Downs (word)
	2,222,190	02/09/1999	USA	CD Colonial Downs (word and design) (horse in outline of the state of Virginia)