

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Argosy Gaming Company		09/30/2004	CORPORATION: DELAWARE
The Missouri Gaming Company		09/30/2004	CORPORATION: MISSOURI
Alton Gaming Company		09/30/2004	CORPORATION: ILLINOIS
Iowa Gaming Company		09/30/2004	CORPORATION: IOWA
Jazz Enterprises, Inc.		09/30/2004	CORPORATION: LOUISIANA
Argosy of Louisiana, Inc.		09/30/2004	CORPORATION: LOUISIANA
Catfish Queen Partnership In Commendam		09/30/2004	Partnership in Commendam: LOUISIANA
The Indiana Gaming Company		09/30/2004	CORPORATION: INDIANA
Argosy of Iowa, Inc.		09/30/2004	CORPORATION: IOWA
Belle of Sioux City, L.P.		09/30/2004	LIMITED PARTNERSHIP: IOWA
Indiana Gaming Holding Company		09/30/2004	CORPORATION: INDIANA
Indiana Gaming II, L.P.		09/30/2004	LIMITED PARTNERSHIP: INDIANA
Centroplex Centre Convention Hotel, L.L.C.		09/30/2004	Limited Liability Company: LOUISIANA
Indiana Gaming Company, L.P.		09/30/2004	LIMITED PARTNERSHIP: INDIANA
Empress Casino Joliet Corporation		09/30/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	5340 Kietzke Lane, Suite 201
Internal Address:	Commercial Banking Division
City:	Reno
State/Country:	NEVADA
Postal Code:	89511
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 62

900014100

TRADEMARK
REEL: 002958 FRAME: 0001

CH \$1565.00 2252848

Property Type	Number	Word Mark
Registration Number:	2252848	ACES SHOWROOM
Registration Number:	1929892	ARGOSY
Registration Number:	2009878	ARGOSY \$100
Serial Number:	76604792	ARGOSY
Registration Number:	2211438	ARGOSY CASINO \$100
Registration Number:	2658779	ARGOSY CASINO & HOTEL EVERYONE LOVES A WINNER!
Registration Number:	1958696	ARGOSY PREFERRED
Registration Number:	2607061	ARGOSYCASINOS.COM
Serial Number:	76207519	ARGOSYCASINOS.COM
Registration Number:	2140595	BELLES & BEAUS
Registration Number:	2165988	BELLES & BEAUS THE 50 AND BETTER SENIOR CLUB
Serial Number:	76384320	DIFFERENT BY DESIGN
Registration Number:	2138698	EAGLE VIEW LODGE
Registration Number:	2177009	EMPRESS
Registration Number:	2102174	EMPRESS
Registration Number:	2731506	EMPRESS PREFERRED
Registration Number:	2670968	EYE, HI AND GOODBYE!
Registration Number:	2668407	EYE HI AND GOODBYE ARGOSY
Registration Number:	2723184	FRIENDS & NEIGHBORS SERVING FRIENDS AND NEIGHBORS
Registration Number:	2615222	HIT IT AT THE BELLE!
Registration Number:	2674816	IT PAYS TO BE PREFERRED
Registration Number:	2190419	IT'S FUN. IT'S EASY. IT'S ARGOSY.
Registration Number:	2548565	IT'S THE BEST GAME IN TOWN
Registration Number:	2221276	LEPRECHAUNS AND LINGUINI
Registration Number:	2306011	LOUISIANA'S ENTERTAINMENT CAPITAL
Registration Number:	2099242	LOUISIANA'S ENTERTAINMENT CAPITOL
Registration Number:	2041700	MILLION DOLLAR MANIA
Serial Number:	76574453	
Registration Number:	2407215	MORE FUN FOR YOUR MONEY
Registration Number:	2804638	QUICKTIX
Registration Number:	2137240	SLOT HIT PIT
Registration Number:	2255922	RUMBLE ON THE RIVER ARGOSY CASINO
Registration Number:	2852873	THE BEST GAME IN TOWN

Registration Number:	2233802	THE BISTRO AT THE RIVERBEND
Registration Number:	2417562	THERE'S A NEW GAME IN TOWN
Serial Number:	76574452	TITO
Registration Number:	2496007	WE'VE GOT A YOU ATTITUDE
Registration Number:	2516806	WHY PLAY ANYWHERE ELSE?
Registration Number:	2304034	YOU BELONG AT THE BELLE ARGOSY'S
Registration Number:	1931461	ALTON BELLE
Registration Number:	1937003	ALTON BELLE
Registration Number:	1933105	BELLE OF BATON ROUGE CASINO AT CATFISH TOWN
Registration Number:	1931500	BELLE OF BATON ROUGE CASINO AT CATFISH TOWN
Registration Number:	1933104	BELLE OF BATON ROUGE
Registration Number:	1935362	BELLE OF SIOUX CITY
Registration Number:	1938410	BELLE OF SIOUX CITY CASINO
Registration Number:	1935361	BELLE OF SIOUX CITY
Registration Number:	1938409	BELLE OF SIOUX CITY CASINO
Registration Number:	2037357	EMPRESS
Registration Number:	2196824	EMPRESS
Registration Number:	2220630	EMPRESS
Registration Number:	2107523	EMPRESS
Registration Number:	2196822	E M P R E S S
Registration Number:	2190220	EMPRESS CASINO
Registration Number:	2190160	E M P R E S S R I V E R C A S I N O
Registration Number:	2196823	EMPRESS RIVER CASINO
Registration Number:	2159095	EXCITEMENT IS A LADY NAMED EMPRESS
Registration Number:	2306951	
Registration Number:	2619283	SUPER PAY ROYALS
Registration Number:	2165984	THE JEWEL OF THE GREAT MIDWEST
Registration Number:	2336284	YOU CAN NEVER HAVE TOO MUCH FUN
Registration Number:	2338737	YOUR NIGHTLIFE WILL NEVER BE THE SAME!

CORRESPONDENCE DATA

Fax Number: (916)329-4900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-629-2020

Email: lpartmann@orrick.com

Correspondent Name: Kevin Kinigstein

TRADEMARK
REEL: 002958 FRAME: 0003

Address Line 1: 777 South Figueroa Street #3200
Address Line 2: Orrick, Herrington & Sutcliffe LLP
Address Line 4: Los Angeles, CALIFORNIA 90017-5855

ATTORNEY DOCKET NUMBER:

1696-358/1650

NAME OF SUBMITTER:

Linda L. Partmann

Total Attachments: 25

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SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, modified or supplemented from time to time, this "Agreement") is made and entered into as of September 30, 2004, 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 WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent ("Administrative Agent") for itself and the other Lenders (as defined herein) under the Credit Agreement (as defined herein).

W_I_T_N_E_S_S_E_T_H:

WHEREAS, the Debtors, the Administrative Agent, CALYON New York Branch and Bank of Scotland, as Co-Syndication Agents, Morgan Stanley Bank, as Documentation Agent and the lenders from time to time party thereto (the "Lenders") are entering into a Third Amended and Restated Credit Agreement, dated as of September 30, 2004 (as amended, restated, supplemented, extended, replaced, substituted or otherwise modified from time to time, the "Credit Agreement") providing, on the terms and subject to the conditions thereof, for loans and other extensions of credit to be made by the Lenders to the Debtors in accordance with the terms thereof.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the extensions of credit by the Lenders under the Credit Agreement that the Debtors shall have, together with the Administrative Agent, executed and delivered this Agreement amending and restating in its entirety the Amended and Restated Trademark Security Agreement, dated as of March 2, 2001 (the "Existing Agreement").

NOW, THEREFORE, it is hereby agreed that the Existing Agreement shall be amended and restated to read, in its entirety, 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 have the meaning set forth in the introductory paragraph.

“Bank Facilities” shall mean the Loans.

“Bank Facilities Termination” shall mean indefeasible payment in full of all sums owing under the Bank Facilities and each of the other Loan Documents, the occurrence of the stated expiry date or other termination of all outstanding Letters of Credit (as defined in the Credit Agreement), and the irrevocable termination of all obligations of the Lenders to: (i) advance Borrowings (as defined in the Credit Agreement) under the Revolving Loans and/or the Swing Line Loan; and (ii) issue Letters of Credit pursuant to the Credit Agreement.

“Banks” shall mean a collective reference to the Lenders and the Administrative Agent.

“Borrowers” shall mean the Debtors, together with any other entity which hereafter becomes a Borrower under the Credit Agreement.

“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.

“Credit Agreement” has the meaning set forth in the recitals.

“Debtors” has the meaning set forth in the introductory paragraph.

“Default Rate” shall mean an annual percentage rate equal to the Base Rate (as defined in the Credit Agreement) plus the Applicable Margin (as defined in the Credit Agreement) for Base Rate Loans (as also defined in the Credit Agreement) 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 Accounts” shall have the meaning set forth by the Credit Agreement.

“Loan Documents” shall mean a collective reference to the “Credit Documents” which are defined by the Credit Agreement.

“Material Adverse Change” shall mean a “Material Adverse Effect” as defined by the Credit Agreement.

“Permitted Encumbrances” shall mean a collective reference to the “Permitted Liens” which are defined by the Credit Agreement.

“Revolving Loan Notes” shall have the meaning set forth by 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 Loan 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 Loan Documents (including, without limitation, any sums which may be owing by Debtors to any of the Banks under the terms of any Rate Protection Agreement), all as such obligations or Loan Documents may be modified, amended, supplemented, restated, increased or extended from time to time.

“Security Documentation” shall mean the “Security Documents” which are defined by the Credit Agreement.

“Swing Line Note” shall have the meaning set forth by the Credit Agreement.

“Term Loan Notes” shall have the meaning set forth by the Credit Agreement.

“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. As security for the Secured Obligations and in order to induce the Administrative Agent and the other Lenders to enter into the Credit Agreement, Debtors hereby confirm the grant, assignment, conveyance, mortgage, pledge, hypothecation and transfer under the Existing Agreement and grant, assign, convey, mortgage, pledge, hypothecate and transfer to the Administrative Agent on behalf of the Lenders a continuing security interest in, to and under 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.

The security interest granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred herein continues, without interruption, any security interest previously granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred by the Debtors pursuant to the Existing Agreement.

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 the Administrative Agent, 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 the Administrative Agent, in its reasonable discretion, determines that registration and/or recordation is necessary or appropriate to perfect the Administrative Agent's security interest in the Intellectual Property Collateral.

Section 3. Representations and Warranties.

3.01. General Representations and Warranties. Debtors represent and warrant to the Administrative Agent 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 Encumbrances. None of the Debtors have signed, filed or recorded any assignment in favor of any Person (other than the Administrative Agent) 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 Loan 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 the Administrative Agent, 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 the Administrative Agent otherwise agrees in writing, Debtors covenant that they shall:

(a) Delivery of Documents. Furnish to the Administrative Agent, 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 the Administrative Agent 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 the Administrative Agent 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 Change, 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/or 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 the Administrative Agent, cause this Agreement and/or such addendum to be recorded with the trademark or copyright registration office of any state in the United States in which the Administrative Agent determines, in its sole discretion, that filing is necessary or advisable to perfect the Administrative Agent'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 the Administrative Agent 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 the Administrative Agent to such abandonment, which permission shall not be unreasonably withheld or delayed. In the event that such permission to abandon is reasonably withheld by the

Administrative Agent, 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 the Administrative Agent's prior written consent, which may be withheld by the Administrative Agent 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 the Administrative Agent therein or which would otherwise violate any provision of any Loan Document.

4.03. Notice of Proceedings. Debtors shall promptly notify the Administrative Agent, 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 Change; or (ii) would be reasonably likely to result in a Material Adverse Change if determined adversely to Debtors. Debtors shall, upon request from the Administrative Agent, deliver to the Administrative Agent a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep the Administrative Agent 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 Change, or is reasonably likely to result in a Material Adverse Change, Debtors shall promptly notify the Administrative Agent 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 the Administrative Agent 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 the Administrative Agent.

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, the Administrative Agent may, without waiving or releasing any obligation or liability of Debtors hereunder or any Event of Default under the Security Documentation, 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 the Administrative Agent deems advisable (provided that the Administrative Agent 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 the Administrative Agent and any expenses incurred by Agent the Administrative Agent on its behalf, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by Debtors to the Administrative Agent and shall be Secured Obligations secured by the Collateral under the Security Documentation, 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. Administrative Agent's Rights and Remedies.

5.01. Remedies. Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent shall have and may exercise any one (1) or more of the rights and remedies provided to it under any of the Loan 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 California, and Debtors hereby agree to make the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) available to the Administrative Agent, to extent applicable, at a place to be designated by the Administrative Agent which is reasonably convenient to the parties, authorize the Administrative Agent 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 the Administrative Agent. In addition to the foregoing, if an Event of Default shall occur and be continuing, the Administrative Agent 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 the Administrative Agent, in which case Debtors agree to execute an assignment, in form and substance reasonably satisfactory to the Administrative Agent, of all their right, title and interest in and to the Copyrights and the Trademarks and the other Intellectual Property Collateral to the Administrative Agent; (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 the Administrative Agent, change Debtors' corporate name(s) to eliminate therefrom any infringement of any Trademark and execute such other and further documents that the Administrative Agent 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 the Administrative Agent 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 the Administrative Agent (and all persons designated by the Administrative Agent) as the true and lawful attorney (and agent-in-fact) of each of them, and the Administrative Agent, or the Administrative Agent's agent, may, without notice to any of them take any action as the Administrative Agent 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 Loan Documents, and the employment of counsel. Debtors shall pay all fees and expenses, including attorneys' fees and expenses, incurred by the Administrative Agent 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 the Administrative Agent herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which the Administrative Agent 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 the Administrative Agent for certain expenses incurred in connection with said Loan Documents, particularly set forth therein.

Section 8. Indemnity. Debtors hereby agree to jointly and severally indemnify, protect, defend and save harmless the Administrative Agent 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 Loan 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 the Administrative Agent 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 the Administrative Agent's taking possession or control of, or to the Administrative Agent'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 the Administrative Agent to exercise any of the Administrative Agent'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 the Administrative Agent 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 the Administrative Agent 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
Facsimile No. (618) 474-7420

If to the Administrative
Agent: Wells Fargo Bank, National Association
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 Bank Facility Termination and the due release and termination of the Security Documentation which is executed and delivered concurrently, or substantially concurrent, herewith. Upon any such termination the Administrative Agent 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 the Administrative Agent 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 the Administrative Agent, 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,
CENTROPLEX CENTRE CONVENTION HOTEL,
L.L.C.,

ALTON GAMING COMPANY,
ARGOSY OF IOWA, INC.,
ARGOSY OF LOUISIANA, INC.,
ARGOSY OF LOUISIANA, INC., as the general
partner of CATFISH QUEEN PARTNERSHIP IN
COMMENDAM,


JAZZ ENTERPRISES, INC., as the partner in
commendam of CATFISH QUEEN
PARTNERSHIP IN COMMENDAM,

EMPRESS CASINO JOLIET CORPORATION,
THE INDIANA GAMING COMPANY,
THE INDIANA GAMING COMPANY, as the general
partner of INDIANA GAMING COMPANY,
L.P.,

INDIANA GAMING HOLDING COMPANY,
INDIANA GAMING HOLDING COMPANY, as the
general partner of INDIANA GAMING II, L.P.,

IOWA GAMING COMPANY,
IOWA GAMING COMPANY, as the general partner
of BELLE OF SIOUX CITY, L.P.,

JAZZ ENTERPRISES, INC. and
THE MISSOURI GAMING COMPANY

By: 
Dale R. Black
Senior Vice President and Chief Financial Officer of
Argosy Gaming Company and

Treasurer of

Alton Gaming Company,
Argosy of Iowa, Inc.,
Argosy of Louisiana, Inc.,
Empress Casino Joliet Corporation,
The Indiana Gaming Company,
Indiana Gaming Holding Company,
Iowa Gaming Company,
Jazz Enterprises, Inc.
Centroplex Centre Convention Hotel, L.L.C.
and
The Missouri Gaming Company

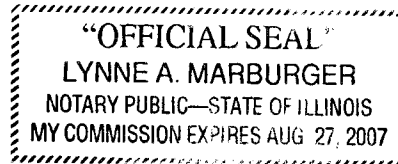
STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by Dale Black as Senior Vice President and CFO of ARGOSY GAMING COMPANY, a Delaware corporation.

Lynne A. Marburger
Notary Public



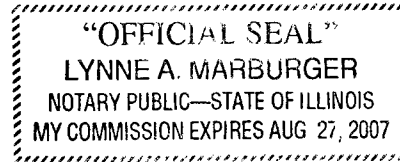
STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by Dale Black as Treasurer of THE MISSOURI GAMING COMPANY, a Missouri corporation.

Lynne A. Marburger
Notary Public



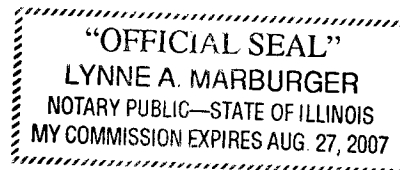
STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by Dale Black as Treasurer of ALTON GAMING COMPANY, an Illinois corporation.

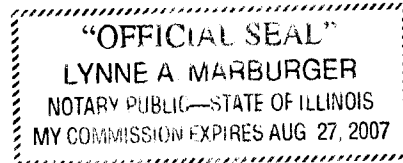
Lynne A. Marburger
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by
Dale Black as Treasurer of IOWA GAMING COMPANY, an Iowa corporation.

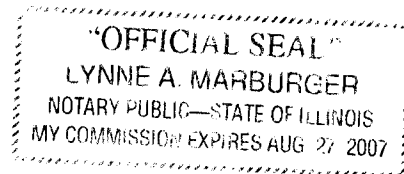
Lynne A. Marburger
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by
Dale Black as Treasurer of JAZZ ENTERPRISES, INC., a Louisiana corporation.

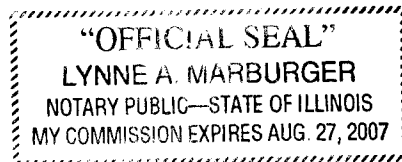
Lynne A. Marburger
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by
Dale Black as Treasurer of ARGOSY OF LOUISIANA, INC., a Louisiana corporation.

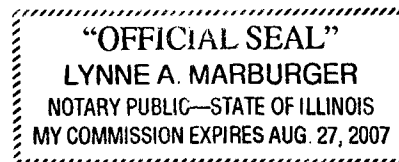
Lynne A. Marburger
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by Dale 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.

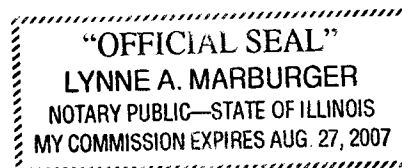
Lynne A. Marburger
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by Dale Black as Treasurer of JAZZ ENTERPRISES, INC., a Louisiana corporation, the limited partner of CATFISH QUEEN PARTNERSHIP IN COMMENDAM, a Louisiana partnership in commendam.

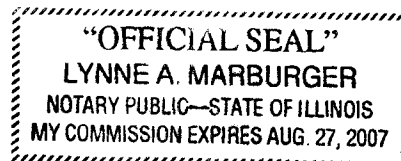
Lynne A. Marburger
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by Dale Black as Treasurer of THE INDIANA GAMING COMPANY, an Indiana corporation.

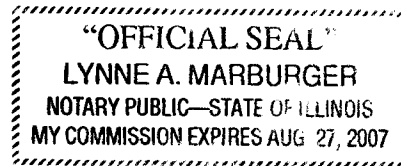
Lynne A. Marburger
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by Dale Plack as Treasurer of ARGOSY OF IOWA, an Iowa corporation.

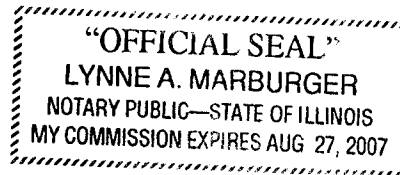
Sydney A. Marlunge
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by Dale Black as Treasurer of IOWA GAMING COMPANY, an Iowa corporation, the general partner of BELLE OF SIOUX CITY, L.P., an Iowa limited partnership.

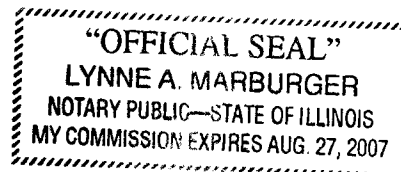
Lynne A. Marlunger
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by Dale Black as Treasurer of INDIANA GAMING HOLDING COMPANY, an Indiana corporation.

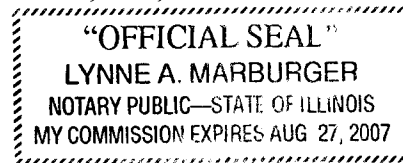
Lynne A. Marbunze
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by Dale Black as Treasurer of INDIANA GAMING II, L.P., an Indiana limited partnership.

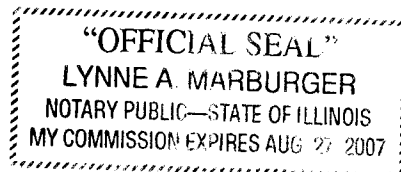
Lynne A. Marling
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by Dale 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.

Lynne A. Marlunge
Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2004, by _____
as Senior Vice President of WELLS FARGO BANK, National Association.

Notary Public

ADMINISTRATIVE AGENT

WELLS FARGO BANK, National
Association, Agent Bank

By 

ACKNOWLEDGMENT

WELLS FARGO BANK, National Association

STATE OF NEVADA

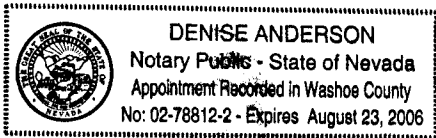
)

) SS:

COUNTY OF WASHOE

)

On the 29 day of September, 2004, before me personally came, Felix Gallus, to me known, who, being by me duly sworn, did depose and say that he resides at Washoe County, Nevada; that he is the Relationship Mgr. of Wells Fargo Bank, National Association, the association described in and which executed the above instrument; and that pursuant to the order of the Board Directors of said association, he signed his name thereto and hereby acknowledges the same to be the free act and deed of said association.



Denise Anderson
Notary Public

My commission expires Aug. 23, 2006

SCHEDULE A
(Second Amended and Restated Trademark Security Agreement)

COPYRIGHTS:

None.

TRADEMARKS:

Company/Mark

**Registration Number/
(Application Number)**

Argosy Gaming Company

Federal:

Aces Showroom	2252848
Argosy	1929892
Argosy \$100 and Design	2009878
Argosy and Design	(76604792)
Argosy Casino \$100 and Design	2211438
Argosy Casino & Hotel Everyone Loves a Winner!	2658779
Argosy Preferred	1958696
Argosycasinos.com (casino gaming services)	2607061
Argosycasinos.com (restaurant/bar services)	(76207519)
Belles & Beaus	2140595
Belles & Beaus (The 50 and Better Senior Club)	2165988
Different By Design	(76384320)
Eagle View Lodge	2138698
Empress (clothing)	2177009
Empress (hotel services)	2102174
Empress Preferred	2731506
Eye, Hi and Goodbye (casino gaming services)	2670968
Eye, Hi and Goodbye (customer services)	2668407
Friends & Neighbors Serving Friends & Neighbors and Design	2723184
Hit It At the Belle!	2615222
It Pays to Be Preferred	2674816
It's Fun. It's Easy. It's Argosy.	2190419
It's the Best Game in Town	2548565
Leprechauns and Linguini	2221276
Louisiana's Entertainment Capital	2306011
Louisiana's Entertainment Capitol	2099242
Million Dollar Mania & Design	2041700
Miscellaneous Design of Poker Chip with Face	(76574453)
More Fun For Your Money	2407215
Quicktix	2804638
Slot Hit Pit	2137240
Rumble on the River	2255922
The Best Game in Town	2852873

The Bistro at the Riverbend	2233802
There's A New Game In Town	2417562
Tito and Design	(76574452)
We've Got a You Attitude!	2496007
Why Play Anywhere Else?	2516806
You Belong at the Belle	2304034

State:

Mugs Shop 'Til Last Drop	91495
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Alton Gaming Company

Alton Belle (casino gaming services)	1931461
Alton Belle (restaurant/bar services)	1937003

Catfish Queen Partnership in Commendam

Federal:

Belle of Baton Rouge Casino at Catfish Town and Design (casino gaming services)	1933105
Belle of Baton Rouge Casino at Catfish Town and Design (restaurant/bar services)	1931500
Belle of Baton Rouge (restaurant/bar services)	1933104

State:

Belle of Baton Rouge	N/A
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Jazz Enterprises, Inc.

State:

Jazz Enterprises, Inc. & Design (Louisiana)	N/A
Butler's Pantry	N/A

Belle of Sioux City. L.P.

Belle of Sioux City (restaurant/bar services)	1935362
Belle of Sioux City Casino and Design (restaurant/bar services)	1938410
Belle of Sioux City (casino gaming services)	1935361
Belle of Sioux City Casino and Design (casino gaming services)	1938409

Empress Casino Joliet Corporation

Federal:

Empress (casino services, excluding those rendered on a ship)(1)	2037357
Empress (casino services, excluding those rendered on a ship)(2)	2196824
Empress (perfume, binoculars, magnets, pens, ashtrays etc.)	2220630
Empress (casino services)	2107523
Empress (Stylized) (casino services, excluding those rendered on a ship)	2196822
Empress Casino (casino services)	2190220
Empress River Casino (and Design) (casino services) (1)	2190160
Empress River Casino (and Design) (casino services) (2)	2196823
Excitement Is A Lady Named Empress (casino services)	2159095
Miscellaneous Design of Woman With Extended Hair (retail stores featuring souvenir items, casino/hotel/restaurant services)	2306951
Super Pay Royals (gaming devices)	2619283
The Jewel Of The Great Midwest (casino services)	2165984
You Can Never Have Too Much Fun (casino services)	2336284
Your Nightlife Will Never Be The Same (nightclub)	2338737

State:

Chicagoland's Casino (casino services)	74175
Empress (1)	69775
Empress (2)	69776
The Great Escape (casino services)	77295
The Great Escape (retail services)	77294