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
Peppermill Casinos, Inc.		02/01/2006	CORPORATION: NEVADA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78768854	CAFE GIARDINO
Serial Number:	78760587	BACIAMI
Serial Number:	78759216	BACIAMI
Registration Number:	2915996	PLUS 55

CH $115.00 78768854

CORRESPONDENCE DATA

Fax Number: (202)659-1559
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (202) 659 -6944
Email: MBergsman@dickinsonwright.com
Correspondent Name: Marc A. Bergsman
Address Line 1: Dickinson Wright PLLC
Address Line 2: 1901 L Street, N.W., Suite 800
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	070835-00012
NAME OF SUBMITTER:	Marc A. Bergsman

Signature:	/Marc A. Bergsman/
Date:	02/14/2006

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made and entered into as of February 1, 2006 by and among PEPPERMILL CASINOS, INC., a Nevada corporation and WENDOVER CASINOS, INC., a Nevada corporation, both of which are hereinafter collectively referred to as "Debtors," parties of the first part, and WELLS FARGO BANK, National Association, as the administrative and collateral agent for the Lenders and the Swingline Lender (all of which are defined in the Credit Agreement referred to below), hereinafter referred to, together with its successors and assigns, in such capacity, as "Agent Bank," party of the second part.

W_I_T_N_E_S_S_E_T_H:

WHEREAS:

A. Reference is made to that certain Credit Agreement (as it may be hereafter renewed, extended, amended, restated or otherwise modified, the "Credit Agreement") executed concurrently, or substantially concurrent, herewith by and among Debtors, as borrowers, the Lenders therein named (each, together with their respective successors and assigns, and together with any other entity which hereafter becomes a Borrower under the Credit Agreement, being individually referred to herein as a "Lender" and collectively referred to herein as the "Lenders"), the Swingline Lender therein named (referred to herein, together with its successors and assigns, as the "Swingline Lender"), and Agent Bank. Agent Bank, the Lenders and the Swingline Lender are collectively referred to herein as the "Banks." 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 Debtors, or any of them, that have been abandoned and that do not have 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" shall 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.

"Intellectual Property Collateral" shall have the meaning set forth by Section 2.01 hereof.

"Secured Obligations" shall mean all indebtedness, obligations and liabilities of Debtors, or any of them, arising under the Credit Agreement, the Revolving Credit Note, the Swingline Note and/or any other Loan Document and any other indebtedness, obligation or liability of Debtors, or any of them, which may be secured by any of said Loan Documents, all as such obligations or Loan 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 and to all 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, 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 Debtors after exercise of reasonable diligence.

Section 2. Security Interest; Intellectual Property Collateral.

2.01. Security Interest. To secure the prompt payment and performance 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 interest, including without limitation any such property used in or useful to any of the businesses of Debtors, or any of them, or the operation of any 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 any of the Trademarks; (ii) rights accruing during the term of this Agreement to sue and collect damages and payments for past or future infringements of any 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 any of the Copyrights; (ii) rights accruing during the term of this Agreement to sue and collect damages and payments for past or future infringement of any of the Copyrights; and (iii) other proceeds or products of any of the Copyrights, of any nature whatsoever.

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. To Debtor's knowledge, 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.

(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) Attachment and 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 payment and performance of the Secured Obligations. Agent Bank is hereby authorized to file this Agreement in the United States Patent and Trademark Office. Debtors agree to take all actions of further assurance with respect to this Agreement, and the interests granted hereby, as may be required by Section 5.13 of the Credit Agreement.

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 such information as Agent Bank may, from time to time, reasonably request with respect to the Intellectual Property Collateral.

(b) 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, it 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 the interest of the applicable Debtor(s) thereunder; and

(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.

(c) Notice of Abandonment. Notify Agent Bank at least two (2) months prior to any voluntary abandonment of any Trademarks, which are material to its

operations, or have material value, and obtain the written permission of Agent Bank to such abandonment, which permission shall not be unreasonably withheld or delayed.

4.02. Transfer. Without Agent Bank's prior written consent, none of the 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).

4.03. Notice of Proceedings. Debtors shall promptly notify Agent Bank, in writing, of any suit, action or proceeding brought against it 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, or any of them.

Section 5. Agent Bank's Rights and Remedies.

5.01. Remedies. Upon the occurrence and 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 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 Nevada (N.R.S. 104.1101 et seq.)

5.02. Appointment of Agent Bank as Debtors' Lawful Attorney. Upon the occurrence and during the continuation of an Event of Default under any of the Loan Documents, Debtors irrevocably designate, make, constitute and appoint Agent Bank (and all persons designated by Agent Bank) as their true and lawful attorney (and agent-in-fact) and Agent Bank, or Agent Bank's agent, may, without notice to Debtors, 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 Debtors, or any of them, under this Agreement.

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 statue or otherwise.

Section 7. Modification. No amendment hereof shall be effective unless contained in a written instrument signed by the parties hereto.

Section 8. 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:

Peppermill Casinos, Inc.
Wendover Casinos, Inc.
90 West Grove Street
Reno, Nevada 89509
Attn: Scott Loder
Facsimile No. (775) 689-8961

If to Secured Party:

Wells Fargo Bank, N.A., Agent Bank
Commercial Banking Division
5340 Kietzke Lane, Suite 201
Reno, Nevada 89511
Attn: Matthew Weber, V.P.
Facsimile No. (775) 689-6026

Section 9. Termination. This Agreement shall terminate upon the occurrence of Credit Facility Termination and the due release and termination of the Security Documentation which is executed and delivered concurrently, or substantially concurrent, therewith. 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.

Section 10. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Nevada without regard to principles of conflicts of law.

Section 11. 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 Debtors, or any of them, 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 the Debtors shall assign or delegate any 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 12. 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.

Section 13. 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:

PEPPERMILL CASINOS, INC.,
a Nevada corporation

By _____
William A. Paganetti,
President

WENDOVER CASINOS, INC.,
a Nevada corporation

By _____
William A. Paganetti,
President

AGENT BANK:

WELLS FARGO BANK, National Association, as Agent Bank

By _____
Matthew Weber,
Vice President

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TRADEMARK
REEL: 003247 FRAME: 0223

Schedule A to Trademark Security Agreement

A. TRADEMARKS REGISTERED WITH THE U.S. PATENT AND TRADEMARK OFFICE.

MONTEGO BAY	SERIAL NO.	78/133815
MONTEGO BAY	SERIAL NO.	78/143562
MONTEGO BAY CASINO RESORT WENDOVER, NV	SERIAL NO.	78/143567
MONTEGO BAY	SERIAL NO.	78/143564
MONTEGO BAY CASINO RESORT WENDOVER, NV	SERIAL NO.	78/143574

B. TRADEMARKS REGISTERED WITH THE NEVADA SECRETARY OF STATE.

WESTERN VILLAGE INN	NV Reg. No.	SM00350411
PEPPERMILL HOTEL CASINO	NV Reg. No.	SM00350410
PEPPERMILL HOTEL	NV Reg. No.	TN00250621
PEPPERMILL RESTAURANT	NV Reg. No.	TN00250620
PEPPERMILL RESORT	NV Reg. No.	TN00250622
PEPPERMILL INN	NV Reg. No.	TN00250624
PEPPERMILL CASINO	NV Reg. No.	TN00250623
RAINBOW CASINO	NV Reg. No.	SM00290055
RAINBOW CLUB CASINO	NV Reg. No.	SM00290125
OCEANO	NV Reg. No.	SM00360623
OCEANO	NV Reg. No.	SM00360624
OCEANO	NV Reg. No.	SM00360625

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