

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
Lakes Entertainment, Inc.		02/15/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	PLKS Funding, LLC, as Agent		
Street Address:	c/o Prentice Capital Management, L.P.		
Internal Address:	623 Fifth Avenue, 32nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78682672	CARLOS SOPRANO'S	
Registration Number:	3019392	FOUR THE MONEY	
Serial Number:	76610793	FOUR THE MONEY	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 756-2264		
Email:	marc.wytenbach@srz.com		
Correspondent Name:	Marc A. Wytenbach		
Address Line 1:	Schulte Roth & Zabel LLP		
Address Line 2:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	089253/0012		
NAME OF SUBMITTER:	Marc A. Wytenbach		

CH \$90.00 78682672

Signature:

/beb for maw/

Date:

02/16/2006

Total Attachments: 3

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ASSIGNMENT FOR SECURITY (TRADEMARKS)

WHEREAS, Lakes Entertainment, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of February 15, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of PLKS Funding, LLC, as Agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

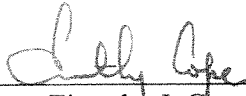
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 15, 2006.

LAKES ENTERTAINMENT, INC.

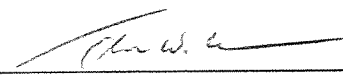
By: 
Name: Timothy J. Cope
Title: President and Chief Financial Officer

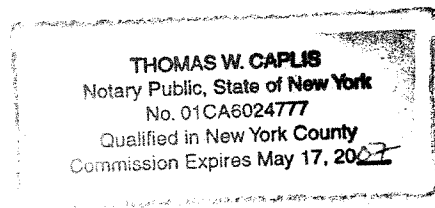
STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 15th day of February, 2006, before me personally came Timothy J. Cope, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President and Chief Financial Officer of Lakes Entertainment, Inc., a Minnesota corporation, and that he executed the foregoing instrument in the firm name of Lakes Entertainment, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


Notary Public



SCHEDULE 1A TO ASSIGNMENT FOR SECURITY (TRADEMARKS)

<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
CARLOS SOPRANO'S	78/682,672	8/1/05	
FOUR THE MONEY	3,019,392	9/10/04	11/29/05
FOUR THE MONEY & Design	76/610,793	9/10/04	

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