

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lakes Entertainment, Inc.		06/22/2006	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	100 N. Tryon Street (NC1-007-17-15)		
<b>Internal Address:</b>	c/o Douglas Jones		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3019392	FOUR THE MONEY	
<b>Serial Number:</b>	78682672	CARLOS SOPRANO'S	
<b>Serial Number:</b>	76610793	FOUR THE MONEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	024819-0034		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		

OP \$90.00 3019392

Signature:	/Rhonda DeLeon/
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Date:	07/06/2006
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<p><b>Total Attachments: 6</b> source=TSA#page1.tif source=TSA#page2.tif source=TSA#page3.tif source=TSA#page4.tif source=TSA#page5.tif source=TSA#page6.tif</p>
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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 22, 2006 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), among each of the entities listed on Schedule I hereto (collectively, "Grantors") and **BANK OF AMERICA, N.A.**, in its capacity as collateral agent for the Secured Parties (as defined in the Credit Agreement) (together with successors and assigns in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Grantors are party to a Security Agreement dated as of June 22, 2006 (the "Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties (as defined in the Credit Agreement) to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule II hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule II hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties (as defined in the Credit Agreement) pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

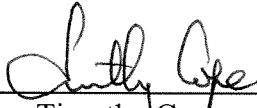
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Termination of Trademark Security Agreement. This Trademark Security Agreement shall terminate upon the termination of the Security Agreement.

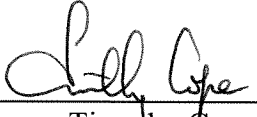
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**LAKES ENTERTAINMENT, INC.**

By:   
Name: Timothy Cope  
Title: President and CFO

**LAKES GAME DEVELOPMENT, LLC**

By:   
Name: Timothy Cope  
Title: President and CFO

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By: Donna F. Kimbrough  
Name: **Donna E. Kimbrough**  
Title: **Assistant Vice President**

[TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003342 FRAME: 0641**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**GRANTORS**

Lakes Entertainment, Inc.

Lakes Game Development, LLC

**SCHEDULE II**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**TRADEMARKS:**

<u>TRADEMARK</u>	<u>OWNER</u>	<u>COUNTRY</u>	<u>REGISTRATION/APPLICATION NUMBER</u>
FOUR THE MONEY	Lakes Entertainment, Inc.	U.S.	3,019,392
CARLOS SOPRANO'S	Lakes Entertainment, Inc.	U.S.	78/682,672
FOUR THE MONEY & Design	Lakes Entertainment, Inc.	U.S.	76/610,793

**LICENSE AGREEMENTS**

<u>LICENSOR</u>	<u>LICENSEE</u>	<u>AGREEMENT</u>
Sklansky Games, LLC	Lakes Entertainment, Inc.	Agreement for license of intellectual property for WPT All In Hold 'Em game
World Poker Tour, LLC	Lakes Entertainment, Inc.	Exclusive License Agreement for use of trademark WORLD POKER TOUR
Lakes Game Development, LLC	Sycuan Casino and Resort	Table Game License Agreement for WPT All In Hold 'Em
Lakes Game Development, LLC	Agua Caliente Casino	Table Game License Agreement for WPT All In Hold 'Em
Lakes Game Development, LLC	LVD Casino	Table Game License Agreement for WPT All In Hold 'Em
Lakes Game Development, LLC	Ameristar Casino – Kansas City, Inc.	Table Game License Agreement for WPT All In Hold 'Em
Lakes Game Development, LLC	Ameristar Casino – Lakes Charles, Inc.	Table Game License Agreement for WPT All In Hold 'Em
Lakes Game Development, LLC	Greektown Casino	Table Game License Agreement for WPT All In Hold 'Em
Lakes Game Development, LLC	The Mirage	Table Game License Agreement for WPT All In Hold 'Em
Lakes Game Development, LLC	Bellagio	Table Game License Agreement for WPT All In Hold 'Em
Lakes Game Development, LLC	MGM Grand	Table Game License Agreement for WPT All In Hold 'Em
Lakes Game Development, LLC	Avi Resort and Casino	Table Game License Agreement for WPT All In Hold 'Em

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