

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
Legends Gaming, LLC		07/31/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	44 Whippany Road		
Internal Address:	Manager - Entertainment Finance		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78855973	DIAMONDJACKS CASINO	
Serial Number:	78928584	DIAMONDJACKS REWARDS CLUB	
Serial Number:	78928597	JACKPLAY	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2926		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 48th Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0223-121570		

CH \$90.00 78855973

NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	09/01/2006

Total Attachments: 16

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 31, 2006 is entered into between Legends Gaming, LLC, a Delaware limited liability company ("Grantor"), and CIT Lending Services Corporation, a Delaware corporation, as the Administrative Agent under the Credit Agreement referred to below (the "Administrative Agent") for the benefit of Secured Party (as defined below), with reference to the following facts:

RECITALS

A. Pursuant to the Second Lien Credit Agreement of even date herewith by and among Grantor, the Lenders from time to time party thereto, and the Administrative Agent (as the same may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to extend certain credit facilities to Grantor.

B. The Credit Agreement provides, as a condition of the availability of such credit facilities to Grantor, that Grantor shall enter into this Agreement, and shall grant security interests in certain Collateral to Secured Party, all under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Grantor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor represents, warrants, covenants and agrees as follows:

1. Definitions. This Agreement is the Borrower Trademark Security Agreement referred to in the Credit Agreement. Terms defined in the Credit Agreement, including the Louisiana Terms described in Section 1.7 of the Credit Agreement, and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Credit Agreement. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Agreement" means this Second Lien Trademark Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof.

"Collateral" means and includes all of the following: (a) all of Grantor's now-existing, or hereafter acquired, right, title, and interest in and to all of Grantor's trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those trademarks,

terms, designs, and applications described in Schedule 1 hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including any claims by Grantor against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto.

"Secured Obligations" means (a) all Obligations of Grantor under the Credit Agreement, whether for principal, interest, fees, expenses or otherwise, (b) all Obligations of Grantor now or hereafter existing under any of the other Loan Documents entered into in connection with the Credit Agreement, (c) all Obligations of Grantor now or hereafter existing under this Agreement and (d) all interest that accrues on all or any part of any of the Obligations of Grantor under the Credit Agreement after the filing of any petition or pleading against Grantor or any other Person for a proceeding under any Debtor Relief Laws.

"Secured Party" means the Administrative Agent (for itself and in its capacity as the Administrative Agent) and the Lenders, and each of them, and any one or more of them. Subject to the terms and conditions of the Credit Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by the Administrative Agent.

2. Incorporation of Representations, Warranties, Covenants and Other Provisions of Loan Documents; Intercreditor Agreement. This Agreement is one of the "Loan Documents" referred to in the Credit Agreement. All representations, warranties, affirmative and negative covenants and other provisions contained in any Loan Document that are applicable to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference as though fully set forth in full. Notwithstanding anything herein to the contrary, this Agreement is subject to the provisions of the Intercreditor Agreement (as such term is defined in the Credit Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

3. Security Interest. For valuable consideration, Grantor hereby grants to Secured Party, to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, a security interest in all of the presently existing and hereafter acquired Collateral. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them, or from time to time create new Secured Obligations after all or any prior Secured Obligations have been satisfied, and notwithstanding the bankruptcy of Grantor or any other Person or any other event or proceeding affecting any Person.

4. Representations, Warranties and Covenants. Grantor represents, warrants and agrees that:

(a) To the best of Grantor's knowledge and belief, all of the existing Collateral is valid and subsisting in full force and effect. Grantor owns the sole, full, and clear title to the Collateral and has the right and power to grant the security interests

granted hereunder. Grantor will, at its expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral which is used in the conduct of its business as now operated and which is material to the condition (financial or otherwise), business or operations of Grantor or its Subsidiaries as valid, subsisting, and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any Liens, claims, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as provided in favor of Secured Party or as otherwise permitted under the Credit Agreement and except as listed in Schedule 2 hereto.

(b) As of the date hereof, none of Grantor or its Subsidiaries has any Trademarks registered, or subject to pending applications, in the USPTO or any other country other than those described in Schedule 1.

(c) Except as listed on Schedule 3, to the best of Grantor's knowledge, there are no actions, suits, proceedings or investigations pending or threatened against Grantor before any Governmental Agency which, if determined adversely to Grantor, would cause any of the Collateral which is used in the conduct of Grantor's or its Subsidiaries' business as now operated and which is material to the condition (financial or otherwise), business or operations of Grantor or its Subsidiaries, or any portion thereof, to be adjudged invalid or unenforceable, in whole or in part.

(d) Grantor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or nonexclusive license or sublicense relating thereto, except as permitted herein or under the Credit Agreement, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party, provided that Grantor may grant licenses in the Trademarks in the ordinary course of its business. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the Credit Agreement.

(e) If Grantor or any Subsidiary of Grantor files any application for the registration of a trademark with the USPTO or any similar office or agency in the United States, any State therein, or any other country, then Grantor and its Subsidiaries shall no later than ten (10) days thereafter, give Secured Party written notice of such action. Upon request of Secured Party, Grantor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be reasonably requested by Secured Party to evidence the grant of a security interest in such trademark to Secured Party. Grantor authorizes Secured Party to modify this Agreement by amending Schedule 1 to include any new trademark or service mark, and any trademark or service mark renewal of Grantor applied for and obtained hereafter.

(f) Neither Grantor nor any Subsidiary of Grantor has intentionally abandoned or intends to abandon any of the Trademarks which are used in the conduct of Grantor's or its Subsidiaries' business as now operated and which are material to the condition (financial or otherwise), business or operations of Grantor or its Subsidiaries,

and neither Grantor nor any Subsidiary of Grantor will do any act, or omit to do any act, whereby such Trademarks may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable. Grantor shall notify Secured Party immediately if it knows, or has reason to know, of any reason why any application, registration, or recording may become abandoned, cancelled, invalidated, or unenforceable.

(g) Grantor will render any reasonable assistance, as Secured Party may deem advisable, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to maintain the Trademarks which are used in the conduct of Grantor's or its Subsidiaries' business as now operated and which is material to the condition (financial or otherwise), business or operations of Grantor or its Subsidiaries and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(h) Grantor will promptly notify Secured Party if Grantor (or any of its Affiliates or Subsidiaries) learns of any use by any Person of any term or design likely to cause confusion with any of the Trademarks, or of any use by any Person of any other process or product which infringes upon any of the Trademarks. If requested by Secured Party, Grantor, at its expense, shall join with Secured Party in such action as Secured Party in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(i) Grantor assumes all responsibility and liability arising from the use of the Trademarks, and Grantor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any of its Affiliates or Subsidiaries) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by Grantor or any of its Affiliates or Subsidiaries, provided that Secured Party shall not be entitled to indemnification for any loss caused by its own gross negligence or willful misconduct as determined in a final non-appealable decision of a court of competent jurisdiction.

(j) In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of, or with respect to, this Agreement, Grantor will not interpose any counterclaim of any nature.

(k) The execution, delivery and performance of this Agreement is within the power of Grantor and has been duly authorized by all necessary corporate, managerial or other action and to the best of Grantor's knowledge does not contravene in any material respect any Law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which Grantor is a party or by which any of its Property is bound.

(l) Grantor shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO or any other foreign or domestic Governmental Agency, court or body, regarding Grantor's claim of ownership in any of the Trademarks. In the event of any material infringement of any of the Trademarks by a third party, Grantor shall promptly notify Secured Party of such infringement and unless commercially unreasonable sue for and diligently pursue damages for such infringement. If Grantor shall fail to take such action within one (1) month after such notice is given to Secured Party, Secured Party may, but shall not be required to, itself take such action in the name of Grantor, and Grantor hereby appoints Secured Party the true and lawful attorney of Grantor, for it and in its name, place and stead, on behalf of Grantor, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantor, net of costs and attorneys' fees, to be applied to the Secured Obligations.

(m) Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests and collateral assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other Law of the United States, the State of New York, or of any countries or other States as Secured Party may from time to time reasonably request, and shall take all such other action as Secured Party may reasonably require to perfect Secured Party's security interest in any of the Collateral and to completely vest in and assure to Secured Party its rights hereunder or in any of the Collateral, and Grantor hereby irrevocably authorizes Secured Party or its designee, at Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refileing (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest and collateral assignments, Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by Secured Party. Grantor further authorizes Secured Party to have this or any other similar assignment or security agreement recorded or filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(n) Secured Party is hereby irrevocably appointed by Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of Grantor, such financing statements, collateral assignments, pledges and other documents and agreements, and to take such other action as Secured Party may deem reasonably necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable Law, and Secured Party is hereby authorized to file on behalf of and in the name of Grantor, at Grantor's sole expense, such financing statements, collateral assignments, documents, and agreements in any appropriate governmental office.

(o) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and attorneys' fees. Grantor will be liable to Secured Party for any such payment, which payment shall be due and payable within ten days following the date of a written demand for payment and, if not paid when due, that thereafter shall bear interest at the Default Rate and shall be part of the Secured Obligations.

5. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Credit Agreement), Grantor shall retain the right to use the Collateral in the ordinary course of Grantor's business.

6. Inspection. Grantor hereby grants to Secured Party and its representatives the right to inspect, upon reasonable prior notice, at any time during regular business hours and as often as requested (but not so as to materially interfere with the business of Grantor and its Subsidiaries), Grantor's properties wherein the Trademarks are used and the products and records relating thereto. If no Event of Default has occurred and is continuing, the first such inspection by Secured Party during any fiscal year shall be at Grantor's expense and all other inspections conducted by Secured Party during such year shall be at the expense of the Person conducting such inspection. If any Event of Default has occurred and is continuing, any such inspection shall be at Grantor's expense.

7. Events of Default. Any "Event of Default" as defined in the Credit Agreement shall constitute an Event of Default hereunder.

8. Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default and subject to the provisions of the Intercreditor Agreement, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Credit Agreement or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor, except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantor or any Subsidiary of Grantor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral, or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantor with ten (10) days' prior written notice of any proposed disposition of the Collateral. Notice shall be in writing and shall be personally delivered or sent by facsimile, overnight delivery, or registered or certified mail, return receipt requested to the address set forth in the signature pages hereto or at any other address as may be designated the parties hereto in a written notice sent to all other parties hereto. Notice shall be effective: (i) if personally delivered, when delivered; (ii) if by facsimile, on the day of transmission thereof on a facsimile machine with confirmed answerback; (iii) if by overnight delivery, the day after delivery thereof to a reputable overnight courier service, delivery charges prepaid; and (iv) if mailed, at midnight on the third business day after deposit in the mail, postage prepaid. Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 8(c). Secured Party shall have the power to buy the Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 8(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantor pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and attorneys' fees.

(e) Secured Party may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Credit Agreement. Grantor shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantor will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Credit Agreement.

(f) If any such license, assignment, sale, or other disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Grantor shall supply to Secured Party, or Secured Party's designee, Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantor's customer lists and other records relating to the Trademarks and the distribution hereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under Law, the Credit Agreement, this Agreement, the other Loan Documents or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

9. Waivers.

(a) Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Collateral and exercise its rights with respect thereto.

(b) Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Grantor hereby agrees that it will not invoke any Law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Agreement or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and Grantor hereby irrevocably waives the benefits of all such Laws.

(c) Except for notices specifically provided for herein, Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral therefor, Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Credit Agreement or the Collateral unless such waiver is in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of Secured Party under the Credit Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

10. Costs and Expenses. Grantor will pay reasonable out-of-pocket costs and expenses incurred in implementing or subsequently amending this Agreement, including, without

limitation, recording and filing fees, appraisal fees, stamp taxes, and fees and disbursements of Secured Party's counsel incurred by Secured Party, and the allocated cost of in-house counsel to Secured Party, in connection with this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any Liens, security interests or other rights of Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby. Any amount payable to Secured Party under this Section shall be due and payable within ten days following the date of a written demand for payment and, if not paid when due, that thereafter shall bear interest at the Default Rate.

11. Statute of Limitations and Other Laws. Until the Secured Obligations shall have been paid and performed in full and no Commitment to extend credit to Grantor remains outstanding under the Credit Agreement, the power of sale and all other rights, privileges, powers and remedies granted to Secured Party hereunder shall continue to exist and may be exercised by Secured Party at any time and from time to time irrespective of the fact that any of the Secured Obligations may have become barred by any statute of limitations. Grantor expressly waives the benefit of any and all statutes of limitation, and any and all Laws providing for exemption of property from execution or for valuation and appraisal upon foreclosure, to the maximum extent permitted by applicable Law.

12. Miscellaneous.

(a) Grantor and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) This Agreement shall be construed and enforced in accordance with and governed by the Laws of the State of New York without regard to conflict of laws principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law) thereof.

(c) Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given if given as specifically set forth in this Agreement or if not set forth herein if given in accordance with Section 11.6 of the Credit Agreement.

(d) Except as otherwise set forth in the Credit Agreement, the provisions of this Agreement may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Grantor.

(e) Except as otherwise set forth in the Credit Agreement or this Agreement, any waiver of the terms and conditions of this Agreement, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Agreement to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.

(f) Any failure or delay by Secured Party to require strict performance by Grantor of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantor, specifying such waiver.

(g) If any term or provision of this Agreement conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

(h) If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(i) This Agreement shall be binding upon, and for the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

(j) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

(k) Nothing herein shall in any way modify or limit the effect of terms or conditions set forth in any other security or other agreement executed by Grantor or in connection with the Secured Obligations, but each and every term and condition hereof shall be in addition thereto. All provisions contained in the Credit Agreement or any other Loan Document that apply to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference.

13. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by Secured Party, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

14. Release of Grantor. This Agreement and all Secured Obligations of Grantor hereunder shall be released when all Secured Obligations have been paid in full in cash

or otherwise performed in full and when no portion of the Commitments remains outstanding. Upon such release of Grantor's Secured Obligations hereunder, Secured Party shall return any Collateral to Grantor, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantor, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Agreement, all as reasonably requested by, and at the sole expense of, Grantor.


15. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as the Administrative Agent under the Credit Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (including, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

16. WAIVER OF JURY TRIAL. GRANTOR AND, BY ACCEPTING THIS AGREEMENT, SECURED PARTY (IN THIS SECTION 16, EACH A "PARTY" AND COLLECTIVELY THE "PARTIES") HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT EACH PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

LEGENDS GAMING, LLC,
a Delaware limited liability company

By: 
Name: G. Dan Marshall
Title: Chief Operating Officer,
Chief Financial Officer & Secretary

Address for notices for Grantor:

Legends Gaming, LLC
160 South LaGrange Road
Frankfort, Illinois 60423

Attention: G. Dan Marshall
Facsimile: (815) 469-0395
Telephone: (815) 469-9000
Email: dmarshall@legendsgaming.com

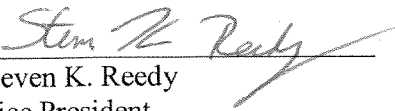
With Copy To:

Joseph A. Walsh, Jr.
Winston & Strawn LLP
35 West Wacker
Chicago, Illinois 60601
Tel.: (312) 558-5808
Fax: (312) 558-5700

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Secured Party"

CIT LENDING SERVICES CORPORATION,
a Delaware corporation, as the Administrative Agent

By: 
Name: Steven K. Reedy
Title: Vice President

Address for notices:

CIT Lending Services Corporation
44 Whippany Road
Morristown, NJ 07960

Attention: Michael H. Parisien
Vice President
Communications, Media and Entertainment Finance
Facsimile: (973) 647-1409 or 1410
Telephone: (973) 647-1396
Email: Michael.Parisien@cit.com

SCHEDULE 1

Existing and Pending Trademarks

MARK	APP. OR REG. NO.	STATUS / DATE	OWNER	SECURITY INTEREST
DIAMONDJACKS CASINO	Serial No. 78855973	Application Pending/Filed with USPTO on 4/6/06	Legends Gaming, LLC	None
DiamondJacks Rewards Club	Serial No. 78928584	Application Pending/Filed with USPTO on 7/13/06	Legends Gaming, LLC	None
JackPlay	Serial No. 78928597	Application Pending/Filed with USPTO on 7/13/06	Legends Gaming, LLC	None
JACKPLAY design mark			Legends Gaming, LLC	None
DIAMONDJACKS CASINOS design mark			Legends Gaming, LLC	None
CASINO RESORT DIAMONDJACKS BOSSIER CITY design mark			Legends Gaming, LLC	None
CASINO RESORT DIAMONDJACKS VICKSBURG design mark			Legends Gaming, LLC	None
DIAMONDJACKS DJ design mark			Legends Gaming, LLC	None

SCHEDULE 2

Existing Encumbrances on Trademarks

None

SCHEDULE 3

Pending Litigation

None