

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Company Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SW Gaming LLC		07/11/2007	LIMITED LIABILITY COMPANY: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Levine Leichtman Capital Partners III, L.P.		
Street Address:	335 North Maple Drive		
Internal Address:	Suite 240		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77009849	HARLOW'S	
CORRESPONDENCE DATA			
Fax Number:	(310)203-7199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 277-1010		
Email:	jwald@irell.com, mcohen@irell.com		
Correspondent Name:	Jane Shay Wald, Esq.		
Address Line 1:	1800 Avenue of the Stars		
Address Line 2:	Suite 900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	156928-0008-KEND		
NAME OF SUBMITTER:	Jane Shay Wald		
Signature:	/janeshaywald/		

CH \$40.00 77009849

Date:

07/12/2007

Total Attachments: 6

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COMPANY TRADEMARK SECURITY AGREEMENT

THIS COMPANY TRADEMARK SECURITY AGREEMENT is dated as of July 11, 2007 (as amended from time to time, this "**Agreement**"), is entered into by SW Gaming LLC, a Mississippi limited liability company (the "**Company**") in favor of Levine Leichtman Capital Partners III, L.P., a California limited partnership, in its capacity as collateral agent (in such capacity, the "**Collateral Agent**") for and on behalf of the Agent, the Purchasers and the Indemnified Parties under the Securities Purchase Agreement (as hereinafter defined). Unless otherwise indicated, all capitalized terms used in this Agreement without definition (including in the introductory paragraphs of this Agreement) have the meanings ascribed to them in the Securities Purchase Agreement.

RECITALS

A. The Company, Parent, the Purchasers, the Agent and the Collateral Agent are parties to that certain Securities Purchase Agreement dated as of June 28, 2006 (as amended by that certain First Amendment to Securities Purchase Agreement dated as of July 11, 2007, and as further amended from time to time, the "**Securities Purchase Agreement**"), pursuant to which among other things, the Company has issued and sold to the Note Purchasers, and the Note Purchasers have purchased from the Company, the Notes, and Parent has issued and sold to the Equity Purchasers, and the Equity Purchasers have purchased from Parent, the Purchaser Equity Interests, all on the terms and subject to the conditions set forth in the Securities Purchase Agreement. The proceeds from the issuance and sale of the Securities have been and will be used primarily by the Company to develop and construct the Complex.

B. The Company and the Collateral Agent are parties to that certain Company Pledge and Security Agreement dated as of June 28, 2006 (as amended by that certain First Amendment to Company Pledge and Security Agreement dated as of July 11, 2007, and as further amended from time to time, the "**Security Agreement**") whereby the Company has granted a security interest in and a Lien upon the Collateral (as defined in the Security Agreement) to secure the prompt, complete and indefeasible payment in cash, observance and performance of all Obligations of the Company under all of the Investment Documents to which the Company is a party.

C. Under the terms of the Security Agreement, the Company has granted to the Collateral Agent a security interest in and Lien on, among other things, all of the Company's present and future Intellectual Property (including Trademarks), and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office ("**USPTO**") and other applicable Governmental Authorities.

D. On or about September 28, 2006, in accordance with 15 U.S.C. § 1051(b), the Company filed with the USPTO that certain "intent to use" application, Serial No. 77009849 with respect to the mark "Harlow's" (the "**Application**"). The Application is pending.

E. The Collateral Agent, for the benefit of the Agent, the Purchasers and the Indemnified Parties, desires to obtain a security interest in, among other Collateral, the Company's interest in the Application.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Collateral Agent hereby agree as follows:

SECTION 1 GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Security Agreement), the Company hereby grants to the Collateral Agent, for the benefit of the Agent, the Purchasers and the Indemnified Parties, a security interest in and continuing lien on all of Company's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States, state, and foreign Trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, 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, the registrations and application referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) any and all agreements granting any right in, to or under Trademarks to which the Company is a party (whether the Company is licensee or licensor thereunder);

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and any Trademark licenses;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2 PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest previously granted to the Collateral Agent under the Security Agreement, both of which secure the Secured Obligations (as defined in the Security Agreement). The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 3 RECORDATION. The Company authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 4 MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent

alone may modify this Agreement, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the Company after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Company no longer has or claims any right, title or interest.

SECTION 5 GENERAL.

(a) Governing Law. THIS 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, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(b) Successors and Assigns. This Agreement shall be binding upon the Company and shall inure to the benefit of the Collateral Agent and its successors and assigns. The Company shall not, without the prior written consent of the Collateral Agent given in accordance with the Securities Purchase Agreement and the Security Agreement, assign any right, duty or obligation hereunder.


(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

COMPANY

SW GAMING LLC,
a Mississippi limited liability company

By: 
Name: Richard J. Schilling, Jr.
Title: President

COLLATERAL AGENT

Levine Leichtman Capital Partners, Inc.,
a California corporation

On behalf of Levine Leichtman Capital
Partners III, L.P., a California limited
partnership, as Collateral Agent

By: _____
Steven E. Hartman
Vice President

IN WITNESS WHEREOF, the Company and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

COMPANY

SW GAMING LLC,
a Mississippi limited liability company

By: _____
Name: _____
Title: _____

COLLATERAL AGENT

Levine Leichtman Capital Partners, Inc.,
a California corporation

On behalf of Levine Leichtman Capital
Partners III, L.P., a California limited
partnership, as Collateral Agent

By: _____
Steven E. Hartman
Vice President

SCHEDULE A

COMPANY TRADEMARK SECURITY AGREEMENT

I. U.S. APPLICATION

SW GAMING LLC

Trademark	Registrant	Country	App. No.	App. Date
Harlow's	SW Gaming LLC	U.S.	77009849	September 28, 2006