

**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
MTR Gaming Group, Inc.		03/18/2010	CORPORATION: DELAWARE
Mountaineer Park, Inc.		03/18/2010	CORPORATION: WEST VIRGINIA

**RECEIVING PARTY DATA**

Name:	Aladdin Credit Advisors, L.P.
Street Address:	6 Landmark Square
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	3641256	BETTOR CASH
Registration Number:	3641255	BETTOR REWARDS
Registration Number:	3628845	YOU'VE PICKED THE BETTOR WAY!
Registration Number:	3331681	IT'S BETTOR WITH US!
Registration Number:	3345168	RACELINEBET.COM
Registration Number:	3345146	RACELINEBET
Registration Number:	3529005	PRESQUE ISLE DOWNS
Registration Number:	3525647	PRESQUE ISLE DOWNS
Registration Number:	3078711	MTR
Registration Number:	3011445	
Registration Number:	2994602	THE SPA AT MOUNTAINEER
Registration Number:	2994601	THE SPA AT MOUNTAINEER
Registration Number:	3015021	WEST VIRGINIA DERBY

CH \$665.00 3641256

Registration Number:	3048779	WEST VIRGINIA DERBY
Registration Number:	2928952	THE HARV
Registration Number:	2928951	THE HARV
Registration Number:	2994578	THE GRANDE HOTEL AT MOUNTAINEER
Registration Number:	2930876	THE GRANDE HOTEL AT MOUNTAINEER
Registration Number:	3722967	MOUNTAINEER CASINO RACETRACK & RESORT
Registration Number:	3708183	THE BETTOR WAY
Registration Number:	3702323	MOUNTAINEER CASINO RACETRACK & RESORT
Registration Number:	3698468	ONE CLICK TO THE TRACK
Registration Number:	3465710	FORBIDDEN APPLE
Registration Number:	2511368	SPEAKEASY
Serial Number:	77108366	TRIPLE CROWN BUFFET
Serial Number:	75830932	BUGSY

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	320971
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/18/2010

**Total Attachments: 8**

source=3-18-10 MTR Gaming-TM#page1.tif  
source=3-18-10 MTR Gaming-TM#page2.tif  
source=3-18-10 MTR Gaming-TM#page3.tif  
source=3-18-10 MTR Gaming-TM#page4.tif  
source=3-18-10 MTR Gaming-TM#page5.tif  
source=3-18-10 MTR Gaming-TM#page6.tif  
source=3-18-10 MTR Gaming-TM#page7.tif  
source=3-18-10 MTR Gaming-TM#page8.tif

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

OMB No. 0851-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MTR Gaming Group, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: March 18, 2010

2. Name and address of receiving party(ies)

Name: Aladdin Credit Advisors, L.P.

Internal

Address: \_\_\_\_\_

Street Address: 6 Landmark Square

City: Stamford State: CT Zip: 06901

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership Delaware
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

78749585

B. Trademark Registration No.(s)

3641256

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: \_\_\_\_\_

26

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Easton Chen

Name of Person Signing

[Signature]

Signature

3/18/10

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 18, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by **MTR GAMING GROUP, INC.**, a Delaware corporation ("**MTR**"), and **MOUNTAINEER PARK, INC.**, a West Virginia corporation ("**MPI**" and together with **MTR**, the "**Grantors**") in favor of **ALADDIN CREDIT ADVISORS, L.P.**, as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**").

**WHEREAS**, the each Grantor is party to a Pledge and Security Agreement, dated as of March 18, 2010 (each a "**Security Agreement**" and collectively, the "**Security Agreements**"), among such Grantor and the Administrative Agent, pursuant to which such Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreements and used herein have the meaning given to them in the applicable Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**2.1. Grant of Security.** Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"):

- (a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached 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 any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of

the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, (vi) all payments and rights to payments arising out of the sale, lease, license, assignment or other disposition thereof, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, "Trademarks");

(b) any and all agreements, licenses and covenants providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Grantor is licensee or licensor thereunder) including, without limitation, those listed or required to be listed in Schedule A attached hereto;

(c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; and

(d) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

**2.2. Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Security Agreement.**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the applicable Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the applicable 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 Agreement is deemed to conflict with the Security Agreements, the provisions of the Security Agreements shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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.

*[Signature Pages Follow]*

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

MTR GAMING GROUP, INC.

By: [Signature]  
Name: DAVID R. HUGHES  
Title: VP SCS

STATE OF PA )  
COUNTY OF Allegheny ) ss.

On this 17<sup>th</sup> day of March, 2010 before me personally appeared David R. Hughes proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MTR Gaming Group who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public Patricia L. Lyons

MOUNTAINEER PARK, INC. 

NOTARIAL SEAL Patricia L. Lyons NOTARY PUBLIC City of Pittsburgh, Allegheny County My Commission Expires 09/30/2013
---

  
By: [Signature]  
Name: JOHN W. BITTNER III  
Title: TREASURER

STATE OF PA )  
COUNTY OF Allegheny ) ss.

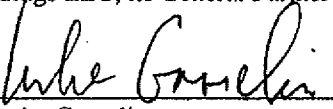
On this 17<sup>th</sup> day of March, 2010 before me personally appeared John Bittner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mountaineer Park, Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Trademark Security Agreement

Accepted and Agreed:

**ALADDIN CREDIT ADVISORS, L.P.,**  
as Administrative Agent

By: ACA Holdings LLC, its General Partner

By:   
Name: Luke Gosselin  
Title: Managing Member

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004170 FRAME: 0205**



**SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**MTR GAMING GROUP INC.**

<b>Serial No. (Date)</b>	<b>Registration No. (Date)</b>	<b>Trademark</b>
78749585 (11/8/05)	3641256 (6/16/09)	BETTOR CASH
78749569 (11/8/05)	3641255 (6/16/09)	BETTOR REWARDS
78749536 (11/8/05)	3628845 (5/26/09)	YOU'VE PICKED THE BETTOR WAY!
78749516 (11/8/05)	3331681 (11/6/07)	IT'S BETTOR WITH US!
78538038 (12/23/04)	3345168 (11/27/07)	RACELINEBET.COM (design)
78521586 (11/23/04)	3345146 (11/27/07)	RACELINEBET
78368529 (2/16/04)	3529005 (11/4/08)	PRESQUE ISLE DOWNS (design)
78368525 (2/16/04)	3525647 (10/28/08)	PRESQUE ISLE DOWNS
78484572 (9/16/04)	3078711 (4/11/06)	MTR (design)
78484568 (9/16/04)	3011445 (11/1/05)	(Design: Horse Racing In Front of Mountains)
78382982 (3/12/04)	2994602 (9/13/05)	THE SPA AT MOUNTAINEER (design)
78382968 (3/12/04)	2994601 (9/13/05)	THE SPA AT MOUNTAINEER
78382479 (3/11/04)	3015021 (11/15/05)	WEST VIRGINIA DERBY (design)
78382467 (3/11/04)	3048779 (1/24/06)	WEST VIRGINIA DERBY
78377007 (3/2/04)	2928952 (3/1/05)	THE HARV (design)
78377004 (3/2/04)	2928951 (3/1/05)	THE HARV
78376792 (3/2/04)	2994578 (9/13/05)	THE GRANDE HOTEL AT MOUNTAINEER (design)
78376786 (3/2/04)	2930876 (3/8/05)	THE GRANDE HOTEL AT MOUNTAINEER
77108366 (2/15/07)		TRIPLE CROWN BUFFET
77345661 (12/6/07)	3722967 (12/8/09)	MOUNTAINEER CASINO RACETRACK & RESORT
77703193 (3/31/09)	3708183 (11/10/09)	THE BETTOR WAY

582231.2/2756-00007

77350947 (12/13/07)	3702323 (10/27/09)	MOUNTAINEER CASINO RACETRACK & RESORT (design)
77703142 (3/31/09)	3698468 (10/20/09)	ONE CLICK TO THE TRACK
77194260 (5/31/07)	3465710 (7/15/08)	FORBIDDEN APPLE
75513347 (7/6/98)	2511368 (11/27/01)	SPEAKEASY

### MOUNTAINEER PARK

Trademarks:

Serial No. (Date)	Registration No.	Trademark
75830932 (10/26/99)		BUGSY

Trademark Security Agreement

582231.2/2756-00007