

# 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
Rainbow Casino-Vicksburg Partnership, L.P.		07/23/2010	LIMITED PARTNERSHIP: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as Administrative Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	banking corporation:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2216381	RAINBOW CASINO	
Registration Number:	2245675	RAINBOW CASINO	
Registration Number:	2245676	RAINBOW CASINO	
Registration Number:	2448840	RAINBOW HOTEL CASINO	
Registration Number:	2448841	RAINBOW HOTEL CASINO	
Registration Number:	2633851	RAINBOW HOTEL CASINO	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	042943-0005		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$165.00 2216381

900168643

TRADEMARK  
REEL: 004254 FRAME: 0654

ATTORNEY DOCKET NUMBER:	042943-0005
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	08/04/2010
<p>Total Attachments: 4</p> <p>source=Executed Grant of Trademark Security Interest#page1.tif</p> <p>source=Executed Grant of Trademark Security Interest#page2.tif</p> <p>source=Executed Grant of Trademark Security Interest#page3.tif</p> <p>source=Executed Grant of Trademark Security Interest#page4.tif</p>	

**GRANT OF TRADEMARK SECURITY INTEREST**

**WHEREAS, RAINBOW CASINO-VICKSBURG PARTNERSHIP, L.P.**, a Mississippi limited partnership (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Isle of Capri Casinos, Inc., a Delaware corporation (the **"Borrower"**), has entered into a Credit Agreement dated as of July 26, 2007 (said Credit Agreement, as amended by that certain First Amendment to Credit Agreement dated February 17, 2010, and as further amended, restated, supplemented or otherwise modified, being the **"Credit Agreement"**; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions listed on the signature pages thereof (each individually referred to herein as a **"Lender"** and collectively as **"Lenders"**), Credit Suisse AG, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**), Credit Suisse Securities (USA) LLC, as lead arranger, and the other agents named therein; and

**WHEREAS**, Borrower may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the **"Lender Hedge Agreements"**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, **"Hedge Providers"**); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of July 26, 2007 (as amended, supplemented, restated or otherwise modified from time to time, the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located as security for the Secured Obligations (the **"Trademark Collateral"**):

1. all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks specifically identified in Schedule A) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A) (the **"Trademark**

**Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **“Trademark Rights”**), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the **“Associated Goodwill”**); and

2. proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity) (collectively, the **“Non-Assignable Agreements”**); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 23 day of July, 2010.

**RAINBOW CASINO-VICKSBURG  
PARTNERSHIP, L.P.,**  
a Mississippi limited partnership

By: IOC-Vicksburg, Inc., its general partner

By: 

Name: Edmund L. Quatmann, Jr.

Title: Senior Vice President, General  
Counsel and Secretary

**SCHEDULE A**

**TO**

**GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	United States Trademark <u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
Ho-Chunk Nation	RAINBOW CASINO	2,216,381	January 5, 1999
Ho-Chunk Nation	RAINBOW CASINO	2,245,675	May 18, 1999
Ho-Chunk Nation	RAINBOW CASINO	2,245,676	May 18, 1999
Ho-Chunk Nation	RAINBOW HOTEL CASINO	2,448,840	May 8, 2001
Ho-Chunk Nation	RAINBOW HOTEL CASINO	2,448,841	May 8, 2001
Ho-Chunk Nation	RAINBOW HOTEL CASINO	2,633,851	October 15, 2002