

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Grand Falls Casino Resort, LLC		12/17/2010	LIMITED LIABILITY COMPANY: IOWA
<b>RECEIVING PARTY DATA</b>			
Name:	Wells Fargo Bank, N.A., as Administrative Agent		
Street Address:	5340 Kietzke Lane, Suite 201		
Internal Address:	Attn: Felis Gallues, Vice President		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89511		
Entity Type:	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	85119049	GRAND FALLS CASINO RESORT	
Serial Number:	85119085	GF GRAND FALLS CASINO RESORT	
Serial Number:	85168890	GET AWAY WITH IT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(213)612-2499		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	213-612-2020		
Email:	lpartmann@orrick.com		
Correspondent Name:	Ramon Galvan		
Address Line 1:	777 South Figueroa Street, Suite 3200		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5855		
ATTORNEY DOCKET NUMBER:	1696-494/1640		

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**TRADEMARK**  
**REEL: 004436 FRAME: 0153**

NAME OF SUBMITTER:	Ramon Galvan
Signature:	/Ramon Galvan/
Date:	12/17/2010
<b>Total Attachments: 3</b> source=First Lien - Trademark Grant - Grand Falls#page1.tif source=First Lien - Trademark Grant - Grand Falls#page2.tif source=First Lien - Trademark Grant - Grand Falls#page3.tif	

**FIRST LIEN**  
**GRANT OF SECURITY INTEREST**

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 17, 2010, is executed by GRAND FALLS CASINO RESORT, LLC, an Iowa limited liability company (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain First Lien Credit Agreement, dated as of December 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grand Falls Casino Resort, LLC, the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to Grand Falls Casino Resort, LLC upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a First Lien Security Agreement, dated as of December 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent.

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Bank, National Association  
5340 Kietzke Lane, Suite 201  
Reno, Nevada 89511  
Attention: Felix Gallues, Vice President  
Tel. No. (775) 689-6019  
Fax No. (775) 689-6026

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**GRAND FALLS CASINO RESORT, LLC**

By:   
Name: Daniel J. Kehl  
Title: Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

None

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

1. Mark: GRAND FALLS CASINO RESORT  
Serial No.: 85-119,049  
Filing Date: August 30, 2010
2. Mark: GRAND FALLS CASINO RESORT and Logo  
Serial No.: 85-119,085  
Filing Date: August 30, 2010
3. Mark: GET AWAY WITH IT  
Serial No.: 85-168,890  
Filing Date: November 4, 2010