

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YONKERS RACING CORPORATION		05/13/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE		
Street Address:	60 Livingston Avenue		
Internal Address:	Corporate Trust Services, EP-MN-WS3C		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-1419		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85052007	EMPIRE CITY 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, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0243		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		
Date:	05/17/2011		

TRADEMARK

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**Total Attachments: 6**

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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of May 13, 2011 (as amended, supplemented or otherwise modified from time to time, the "First Supplemental Intellectual Property Security Agreement"), is made by Yonkers Racing Corporation (the "Grantor") in favor of U.S. Bank National Association, in its capacity as Collateral Trustee for all present and future holders of Parity Lien Obligations (as defined in the Collateral Trust Agreement referred to below) and each Parity Lien Representative (as defined in the Collateral Trust Agreement referred to below) and having an office at 60 Livingston Avenue, St. Paul, Minnesota 55107-1419 (in such capacity and together with its successors and assigns, the "Secured Party").

WHEREAS, reference is made to (a) that certain Indenture, dated as of July 15, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among the Grantor, certain subsidiaries of the Grantor from time to time party thereto and U.S. Bank National Association as the trustee (in such capacity and together with its successors and assigns, the "Trustee") thereunder, (b) that certain Revolving Line of Credit Agreement, dated as of July 15, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between the Grantor and Hudson Valley Bank, N.A., (c) that certain Collateral Trust Agreement, dated as of July 15, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), by and among the Grantor, the subsidiaries and affiliates of the Grantor from time to time party thereto, Hudson Valley Bank, N.A., the Trustee and the Secured Party, (d) that certain Security Agreement, dated as of July 15, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Master Security Agreement"), by and among the Grantor, the subsidiaries and affiliates of the Grantor from time to time party thereto and the Secured Party and (e) that certain Trademark Security Agreement, dated as of July 15, 2009 (as it may be amended, restated, supplemented or otherwise modified prior to the date hereof, the "Trademark Security Agreement"), by and among the Grantor and the Secured Party. Unless otherwise defined herein or the context otherwise requires, terms used in this First Supplemental Intellectual Property Security Agreement, including its preamble and recitals, have the meanings provided in the Indenture, the Collateral Trust Agreement or the Master Security Agreement, as applicable;

WHEREAS, the Grantor has acquired an additional Trademark and has agreed to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities;

WHEREAS, the Parity Lien Obligations (as defined in the Collateral Trust Agreement) of the Grantor under the Parity Lien Documents (as defined in the Collateral Trust Agreement) are secured, inter alia, by this First Supplemental Intellectual Property Security Agreement and the other Parity Lien Documents (as defined in the Collateral Trust Agreement);

WHEREAS, the Grantor for and in consideration of the extensions of credit under the Parity Lien Documents (as defined in the Collateral Trust Agreement) is granting this First Supplemental Intellectual Property Security Agreement to the Secured Party; and

WHEREAS, under the terms of the Master Security Agreement and the Trademark Security Agreement, the Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property Collateral, and have recorded the security interest against the United States trademarks at Reel/Frame No. 4025/0214.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Secured Party a security interest in security interest in, all its right, title and interest in and to (i) the trademarks and trade names described on Schedule A to this First Supplemental Intellectual Property Security Agreement and any other trademarks, trade names and designs that Grantor may adopt and use, in the United States or any and all foreign countries, in connection with its business after the date of this First Supplemental Intellectual Property Security Agreement (collectively, the “Trademarks”), together with the good will of the business symbolized thereby, (ii) all registrations and pending trademark applications owned presently or obtained or filed hereafter, both in the United States and in any and all foreign countries, including that identified on Schedule A (the “Registration”), and (iii) any and all proceeds of the foregoing, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition (collectively, the “Trademark Collateral”); provided, however, that the security interest created by this First Supplemental Intellectual Property Security Agreement shall not in any event extend to, and the term “Trademark Collateral” shall not include any application to register Trademarks (as that term is used in the Master Security Agreement) in the U.S. Patent and Trademark Office based upon Grantor’s “intent to use” such Trademark (as that term is used in the Master Security Agreement) (but only if the grant of a security interest to such intent-to-use Trademark (as that term is used in the Master Security Agreement) violates 15 U.S.C. § 1060(a)), unless and until a “Statement of Use” or “Amendment to Allege Use” is filed in the U.S. Patent and Trademark Office with respect thereto, at which point the Trademark Collateral shall include, and the security interest granted hereunder shall attach to, such application.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This First Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Delivery of an executed counterpart of this First Supplemental Intellectual Property Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this First Supplemental Intellectual Property Security Agreement. Any signature page of this First Supplemental Intellectual Property Security Agreement may be detached from any counterpart of this First Supplemental Intellectual Property Security Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this First Supplemental Intellectual Property Security Agreement identical in form hereto but having attached to it one or more additional signature pages.

SECTION 4. Governing Law. This First Supplemental Intellectual Property Security Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of New York, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular collateral are governed by the laws of a jurisdiction other than the State of New York. This First Supplemental Intellectual Property Security Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersedes any prior agreements, written or oral, with respect thereto. The provisions of Section 7.16 of the Collateral Trust Agreement shall apply to this First Supplemental Intellectual Property Security Agreement

SECTION 5. Conflict Provision. The lien and security interest granted hereby is granted in conjunction with the lien and security interest granted to the Secured Party pursuant to the Master Security Agreement. In the event of any conflict between the terms of the Master Security Agreement and this First Supplemental Intellectual Property Security Agreement, the terms of the Master Security Agreement will govern. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Secured Party pursuant to this First Supplemental Intellectual Property Security Agreement and the exercise of any right or remedy by the Secured Party hereunder are subject to the provisions of the Collateral Trust Agreement. In the event of any conflict between the terms of the Collateral Trust Agreement and this First Supplemental Intellectual Property Security Agreement, the terms of the Collateral Trust Agreement will govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this After-Acquired Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

YONKERS RACING CORPORATION,  
a New York corporation

By: 

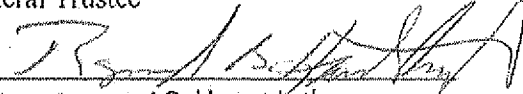
Name: Timothy J. Rooney

Title: Chief Executive Officer and President

AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK  
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U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Trustee

By: 

Name: Raymond S. Haverstock

Title: Vice President

AFTER- ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK  
REEL: 004543 FRAME: 0103

Schedule A

TRADEMARK

Mark	Application No.	Application Date
Empire City Casino	85052007	June 1, 2010