

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Colorado Belle Gaming, LLC		06/01/2011	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Scotland PLC		
<b>Street Address:</b>	1095 Avenue of the Americas		
<b>Internal Address:</b>	35th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2459681	(WO)MAN VS. MACHINE	
Registration Number:	1661164	COLORADO BELLE	
Registration Number:	1662848	COLORADO BELLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)894-5765		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2129408800		
<b>Email:</b>	bret.danow@kattenlaw.com		
<b>Correspondent Name:</b>	Bret J. Danow		
<b>Address Line 1:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	337399-00017		
<b>NAME OF SUBMITTER:</b>	Bret J. Danow		

CH \$90.00 2459681

900193818

**TRADEMARK**  
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Signature:	/s/
Date:	06/08/2011
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of June 1, 2011, by COLORADO BELLE GAMING, LLC, a Nevada limited liability company, and EDGEWATER GAMING, LLC, a Nevada limited liability company ("Grantors") in favor of BANK OF SCOTLAND plc, as Administrative Agent. (in such capacity, "Grantee");

W I T N E S S E T H

WHEREAS, Grantee is party to that certain First Lien Credit Agreement dated as of May 31, 2007, as amended by that certain Waiver and Amendment No. 1 to First Lien Credit Agreement dated December 31, 2007, and that certain Amendment No. 2 to First Lien Credit Agreement, dated as of the date hereof (the "Second Amendment"), among MS Gaming, Inc. and Marnell Sher Gaming, LLC, as Borrower, Grantee and the Lenders parties thereto (the "Credit Agreement");

WHEREAS, Grantors are parties to that certain Guaranty (First Lien Credit Agreement), dated as of May 31, 2007, as modified in connection with the Second Amendment (the "Guaranty");

WHEREAS, pursuant to that certain Subsidiary Security Agreement (First Lien Credit Agreement), dated as of May 31, 2007, as modified in connection with the Second Amendment (the "Security Agreement"), each of the Grantors granted to the Grantee a lien on and security interest in substantially all of its assets, including Trademark Collateral (as defined below); and

WHEREAS, Grantors and Grantee wish to execute this agreement evidencing, providing for and reconfirming the granting of such security interest in the Trademark Collateral, which such agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of the Grantors provided for or created under any other Collateral Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of its affiliates, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing first priority lien and security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Remedies. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights, options and remedies granted to the Grantee under the Credit Agreement and the Security Agreements, Grantee may pursue any rights and remedies provided by applicable law or the Uniform Commercial Code.

4. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (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 LAWS PRINCIPLES.

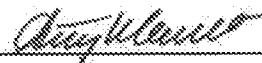
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

COLORADO BELLE GAMING, LLC,  
a Nevada corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EDGEWATER GAMING, LLC,  
a Nevada limited liability company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**BANK OF SCOTLAND plc, as Administrative Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*TRADEMARK SECURITY AGREEMENT*

**TRADEMARK  
REEL: 004556 FRAME: 0303**

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

COLORADO BELLE GAMING, LLC,  
a Nevada corporation

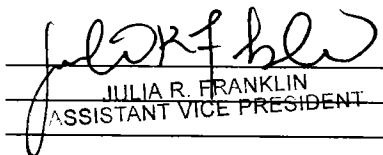
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EDGEWATER GAMING, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**BANK OF SCOTLAND plc, as Administrative Agent**

By:   
Name: JULIA R. FRANKLIN  
Title: ASSISTANT VICE PRESIDENT

*TRADEMARK SECURITY AGREEMENT*

**TRADEMARK  
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**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
<b>Edgewater Gaming, LLC</b>	BIKER MARDI GRAS	R-3,506,577	9/23/2008
	APRIL RUN	R-3,257,314	6/26/2007
	EDGEWATER	R-2,680,040	1/28/2003
	EDGEWATER	R-2,680,041	1/28/2003
<b>Colorado Belle Gaming, LLC</b>	(WO)MAN VS. MACHINE	R-2,459,681	6/12/2001
	COLORADO BELLE	R-1,661,164	10/15/1991
	COLORADO BELLE	R-1,662,848	10/29/1991