

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
Edgewater Gaming, LLC		06/01/2011	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of Scotland PLC		
Street Address:	1095 Avenue of the Americas		
Internal Address:	35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3506577	BIKER MARDI GRAS	
Registration Number:	3257314	APRIL RUN	
Registration Number:	2680040	EDGEWATER	
Registration Number:	2680041	EDGEWATER	
CORRESPONDENCE DATA			
Fax Number:	(212)894-5765		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2129408800		
Email:	bret.danow@kattenlaw.com		
Correspondent Name:	Bret J. Danow		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	337399-00017		

CH \$115.00 3506577

NAME OF SUBMITTER:	Bret J. Danow
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.

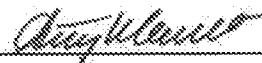
[Remainder of page intentionally left blank.]

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: 0322**

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

COLORADO BELLE GAMING, LLC,
a Nevada corporation

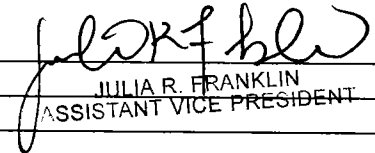
By: _____
Name: _____
Title: _____

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
REEL: 004556 FRAME: 0323**

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Edgewater Gaming, LLC	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
Colorado Belle Gaming, LLC	(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