

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MTR Gaming Group, Inc.		08/01/2011	CORPORATION: DELAWARE
Mountaineer Park, Inc., a West Virginia Corporation		08/01/2011	CORPORATION: WEST VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust, National Association, as Collateral Agent
<b>Street Address:</b>	50 South Sixth Street, Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	N.A.: DELAWARE

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Serial Number:	78749585	BETTOR CASH
Serial Number:	78749569	BETTOR REWARDS
Serial Number:	78749536	YOU'VE PICKED THE BETTOR WAY!
Serial Number:	78749516	IT'S BETTOR WITH US!
Serial Number:	78538038	RACELINEBET.COM
Serial Number:	78521586	RACELINEBET
Serial Number:	78368529	PRESQUE ISLE DOWNS
Serial Number:	78368525	PRESQUE ISLE DOWNS
Serial Number:	78484572	MTR
Serial Number:	78484568	
Serial Number:	78382982	THE SPA AT MOUNTAINEER
Serial Number:	78382968	THE SPA AT MOUNTAINEER
Serial Number:	78382479	WEST VIRGINIA DERBY

OP \$915.00 78749585

Serial Number:	78382467	WEST VIRGINIA DERBY
Serial Number:	78377007	THE HARV
Serial Number:	78377004	THE HARV
Serial Number:	78376792	THE GRANDE HOTEL AT MOUNTAINEER
Serial Number:	78376786	THE GRANDE HOTEL AT MOUNTAINEER
Serial Number:	77345661	MOUNTAINEER CASINO RACETRACK & RESORT
Serial Number:	77703193	THE BETTOR WAY
Serial Number:	77350947	MOUNTAINEER CASINO RACETRACK & RESORT
Serial Number:	77703142	ONE CLICK TO THE TRACK
Serial Number:	77194260	FORBIDDEN APPLE
Serial Number:	75513347	SPEAKEASY
Serial Number:	85281142	DOWNS CLUBHOUSE & LOUNGE
Serial Number:	85281179	DOWNS CLUBHOUSE & LOUNGE
Serial Number:	85280917	SENSORY 3
Serial Number:	85280973	SENSORY 3 BAR GRILLE ULTRA LOUNGES
Serial Number:	85286160	TRACKSIDE BUFFET
Serial Number:	85286107	TRACKSIDE BAR
Serial Number:	85286119	TRACKSIDE BAR
Serial Number:	85359351	PRESQUE ISLE DOWNS & CASINO
Serial Number:	85359337	PRESQUE ISLE DOWNS & CASINO
Serial Number:	85286137	TRACKSIDE BUFFET
Serial Number:	85229078	MOUNTAINEER MART
Serial Number:	75830932	BUGSY

**CORRESPONDENCE DATA**

Fax Number: (800)516-6304  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 614-280-3566  
Email: james.murray@wolterskluwer.com  
Correspondent Name: James Murray  
Address Line 1: 4400 Easton Commons Way, Suite 125  
Address Line 2: CT Lien Solutions  
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	08/04/2011

**TRADEMARK**

**REEL: 004597 FRAME: 0747**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 1, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to a Second Lien Pledge and Security Agreement, dated as of August 1, 2011 (the “**Security Agreement**”), among such Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**2.1. Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, (vi) all payments and rights to payments arising out of the sale, lease, license, assignment or other disposition thereof, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, “**Trademarks**”);

(b) any and all agreements, licenses and covenants providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark

(whether such Grantor is licensee or licensor thereunder) including, without limitation, those listed or required to be listed in Schedule A attached hereto;

(c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; and

(d) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

**2.2. Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement.**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF 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 LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

## **SECTION 6. Intercreditor Agreement**

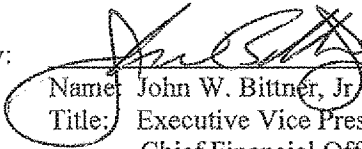
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to, or securing obligations under, this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder or thereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

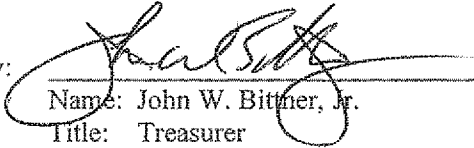
**MTR GAMING GROUP, INC.,**  
as Grantor

By: \_\_\_\_\_

  
Name: John W. Bittner, Jr.  
Title: Executive Vice President and  
Chief Financial Officer

**MOUNTAINEER PARK, INC.,**  
as Grantor

By: \_\_\_\_\_

  
Name: John W. Bittner, Jr.  
Title: Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004597 FRAME: 0752**

Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: **Jane Schweiger**  
Title: **Vice President**

[Signature Page to Second Lien Trademark Security Agreement]



**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Grantor</u>	<u>Trademark</u>	<u>Serial No. (&amp; Date)</u>
MTR Gaming Group, Inc.	BETTOR CASH	78749585 (11/8/05)
MTR Gaming Group, Inc.	BETTOR REWARDS	78749569 (11/8/05)
MTR Gaming Group, Inc.	YOU'VE PICKED THE BETTOR WAY!	78749536 (11/8/05)
MTR Gaming Group, Inc.	IT'S BETTOR WITH US!	78749516 (11/8/05)
MTR Gaming Group, Inc.	RACELINEBET.COM (design)	78538038 (12/23/04)
MTR Gaming Group, Inc.	RACELINEBET	78521586 (11/23/04)
MTR Gaming Group, Inc.	PRESQUE ISLE DOWNS (design)	78368529 (2/16/04)
MTR Gaming Group, Inc.	PRESQUE ISLE DOWNS	78368525 (2/16/04)
MTR Gaming Group, Inc.	MTR (design)	78484572 (9/16/04)
MTR Gaming Group, Inc.	(Design: Horse Racing In Front of Mountains)	78484568 (9/16/04)
MTR Gaming Group, Inc.	THE SPA AT MOUNTAINEER (design)	78382982 (3/12/04)
MTR Gaming Group, Inc.	THE SPA AT MOUNTAINEER	78382968 (3/12/04)
MTR Gaming Group, Inc.	WEST VIRGINIA DERBY (design)	78382479 (3/11/04)
MTR Gaming Group, Inc.	WEST VIRGINIA DERBY	78382467 (3/11/04)

<u>Grantor</u>	<u>Trademark</u>	<u>Serial No. (&amp; Date)</u>
MTR Gaming Group, Inc.	THE HARV (design)	78377007 (3/2/04)
MTR Gaming Group, Inc.	THE HARV	78377004 (3/2/04)
MTR Gaming Group, Inc.	THE GRANDE HOTEL AT MOUNTAINEER (design)	78376792 (3/2/04)
MTR Gaming Group, Inc.	THE GRANDE HOTEL AT MOUNTAINEER	78376786 (3/2/04)
MTR Gaming Group, Inc.	MOUNTAINEER CASINO RACETRACK & RESORT	77345661 (12/6/07)
MTR Gaming Group, Inc.	THE BETTOR WAY	77703193 (3/31/09)
MTR Gaming Group, Inc.	MOUNTAINEER CASINO RACETRACK & RESORT (design)	77350947 (12/13/07)
MTR Gaming Group, Inc.	ONE CLICK TO THE TRACK	77703142 (3/31/09)
MTR Gaming Group, Inc.	FORBIDDEN APPLE	77194260 (5/31/07)
MTR Gaming Group, Inc.	SPEAKEASY	75513347 (7/6/98)
MTR Gaming Group, Inc.	DOWNNS CLUBHOUSE & LOUNGE	85281142 (3/30/11)
MTR Gaming Group, Inc.	DOWNNS CLUBHOUSE & LOUNGE (design)	85281179 (3/30/11)
MTR Gaming Group, Inc.	SENSORY 3	85280917 (3/30/11)
MTR Gaming Group, Inc.	SENSORY 3 BAR GRILLE ULTRA LOUNGES (design)	85280973 (3/30/11)
MTR Gaming Group, Inc.	TRACK BUFFET (design)	85286160 (4/5/11)
MTR Gaming Group, Inc.	TRACKSIDE BAR	85286107 (4/5/11)

<u>Grantor</u>	<u>Trademark</u>	<u>Serial No. (&amp; Date)</u>
MTR Gaming Group, Inc.	TRACKSIDE BAR (design)	85286119 (4/5/11)
MTR Gaming Group, Inc.	PRESQUE ISLE DOWNS & CASINO	85359351 (6/29/11)
MTR Gaming Group, Inc.	PRESQUE ISLE DOWNS & CASINO (design)	85359337 (6/29/11)
MTR Gaming Group, Inc.	TRACKSIDE BUFFET	85286137 (4/5/11)
Mountaineer Park, Inc.	MOUNTAINEER MART (design)	85229078 (1/28/11)
Mountaineer Park, Inc.	BUGSY	75830932 (10/26/99)