

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HCC Corporation		09/01/2011	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gaming Entertainment (Nevada), LLC		
<b>Street Address:</b>	4670 S. Fort Apache Road		
<b>Internal Address:</b>	Suite 190		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89147-7961		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3760969	GRAND LODGE CASINO	
<b>Registration Number:</b>	2639239	PLAYERS ADVANTAGE CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)456-8435		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	312.456.8400		
<b>Email:</b>	winkofskye@gtlaw.com		
<b>Correspondent Name:</b>	Edward R. Winkofsky		
<b>Address Line 1:</b>	77 West Wacker Drive		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	120884.011200		
<b>NAME OF SUBMITTER:</b>	Edward R. Winkofsky		
<b>Signature:</b>	/Edward R. Winkofsky/		

CH \$65.00 3760969

**900201514**

**TRADEMARK**  
**REEL: 004618 FRAME: 0220**

Date:

09/07/2011

Total Attachments: 5

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Trademark Assignment") is made as of September 1, 2011 by and between HCC CORPORATION, a Nevada Corporation ("Seller"), doing business as GRAND LODGE CASINO and GAMING ENTERTAINMENT (NEVADA), LLC, a Nevada limited liability company ("Purchaser" and, together with the Seller, the "Parties"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Transition Agreement (as defined below).

### RECITALS

A. The Parties have entered into an Asset Purchase and Transition Agreement, dated June 28, 2011 (the "Transition Agreement").

B. The Transition Agreement provides for, among other things, the sale, conveyance, assignment, delivery, and transfer from Seller to Purchaser of all of the right, title, and interest that Seller possesses and has the right to transfer in, to, and under the Assets, including the Trademarks (as defined below).

C. Seller owns all right, title, and interest in and to the trademarks listed on the attached Schedule A, all applications and registrations pertaining thereto, and all common law rights associated therewith, along with all goodwill arising from the use of and symbolized by said trademarks (the "Trademarks").

D. In accordance with the terms of the Transition Agreement, the Parties have agreed to enter into this Trademark Assignment providing for the assignment, transfer, and conveyance to Purchaser of all of the right, title, and interest that Seller possesses and has the right to transfer in, to, and under the Trademarks, together with all rights to claims of past infringement thereof.

### ASSIGNMENT

NOW, THEREFORE, for One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment.

1.1 In accordance with and subject to the terms of the Transition Agreement, Seller, upon Closing, does hereby CONVEY, ASSIGN, DELIVER, and TRANSFER to Purchaser, and Purchaser hereby accepts from Seller all of the right, title, and interest that Seller possesses and has the right to transfer in, to, and under the Trademarks throughout the world, , including, but not limited to: (i) all registration rights with respect to the Marks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Marks, (iv) all income, royalties or claims relating to the Marks due or payable on or after the date of this Assignment, and (v) all of Seller's rights to sue and to collect damages and payments for claims of past or future infringement or misappropriations thereof.

1.2 Pursuant to the terms of the Transition Agreement, Seller hereby agrees to execute upon the request of Purchaser, at Purchaser's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Purchaser under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Purchaser the assignment of the Trademarks with the United States Patent & Trademark Office, and reasonably assist, at Purchaser's expense, in any proceedings relating to Purchaser's right, title and interest in, to, and under the Trademarks.

2 Assignor's Representations: Assignor represents and warrants (i) that Assignor is the exclusive owner of the Marks, (ii) that Assignor possesses all rights, title and interest in and to the Marks, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Marks do not infringe on the rights of any other person or entity, and (v) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

3. Governing Law. This Trademark Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada without regard to its conflict of laws principles.

4. Binding on Successors. This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Counterparts. This Trademark Assignment may be executed by the Parties by facsimile or electronic mail transmission and in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

6. Severability. If any provision of this Trademark Assignment shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of this Trademark Assignment shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal, and enforceable provision as similar as possible to the provision at issue.

7. Conflicts. Notwithstanding anything to the contrary contained in this Trademark Assignment, (a) no provision hereof shall in any way supersede, modify, replace, restrict, limit, or in any way affect the rights and obligations of the Parties under the Transition Agreement, and (b) in the event of any conflict between the terms of this Trademark Assignment and the terms of the Transition Agreement, the terms of the Transition Agreement shall control. This Trademark Assignment is intended only to effect the assignment of the Trademarks pursuant to the Transition Agreement. This Trademark Assignment and the covenants and agreements contained herein shall survive the Closing.

- Signature Page Follows -

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first written above.

SELLER:

HCC CORPORATION DBA GRAND LODGE  
CASINO

By: 

Name: Peter M. Liguori

Title: President

PURCHASER:

GAMING ENTERTAINMENT (NEVADA),  
LLC

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

Name: Mark Miller

Title: Manager

*- Signature Page to Assignment of Trademarks -*

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the date first written above.

SELLER:

HCC CORPORATION DBA GRAND LODGE  
CASINO

By: \_\_\_\_\_  
Peter M. Liguori  
President

PURCHASER:

GAMING ENTERTAINMENT (NEVADA),  
LLC

By: \_\_\_\_\_  
Mark J. Miller  
Manager

*- Signature Page to Assignment of Trademarks -*

SCHEDULE A

Trademarks

Mark	Registration Number	Registration Date
Grand Lodge Casino	3,760,969	03/16/2010
Players Advantage Club	2,639,239	10/22/2002

CHI 61,480,121v4 8-30-11