

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE MAJESTIC STAR CASINO, LLC		12/01/2011	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3533462	DROP IN	
Registration Number:	1645579	F	
Registration Number:	2628353	F	
Registration Number:	1579525	FITZ	
Registration Number:	1639303	FITZ	
Registration Number:	1676148	FITZGERALDS	
Registration Number:	1599960	FITZGERALDS	
Registration Number:	1616178	FITZGERALDS	
Registration Number:	1677129	FITZGERALDS	
Registration Number:	1677084	FITZGERALDS	
Registration Number:	1682272	FITZGERALDS	
Registration Number:	1949064	GET REEL LUCKY	
Registration Number:	1930583	HAVE A LUCKY DAY!	
Registration Number:	1646327		

TRADEMARK

900208401

REEL: 004669 FRAME: 0334

OP \$615.00 3533462

Registration Number:	3449204	LUCK LIVES HERE
Registration Number:	3536206	LUCK LIVES HERE
Registration Number:	2157290	MAJESTIC STAR
Registration Number:	3461189	MAJESTIC STAR CASINOS & HOTEL
Registration Number:	3461190	MAJESTIC STAR CASINOS & HOTEL
Registration Number:	3238480	PROMO CASH
Registration Number:	3271587	PROMO CASH BAR
Registration Number:	2070160	SHAMROCK CAFE
Registration Number:	3093981	THIS IS MY KIND OF PLACE
Registration Number:	1726385	WORLD HEADQUARTERS FOR LUCK

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th fl

Address Line 2: (045776-0001)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(045776-0001)
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	12/01/2011

Total Attachments: 15

source=2nd Lien Trademark Security Agreement#page1.tif
source=2nd Lien Trademark Security Agreement#page2.tif
source=2nd Lien Trademark Security Agreement#page3.tif
source=2nd Lien Trademark Security Agreement#page4.tif
source=2nd Lien Trademark Security Agreement#page5.tif
source=2nd Lien Trademark Security Agreement#page6.tif
source=2nd Lien Trademark Security Agreement#page7.tif
source=2nd Lien Trademark Security Agreement#page8.tif
source=2nd Lien Trademark Security Agreement#page9.tif
source=2nd Lien Trademark Security Agreement#page10.tif
source=2nd Lien Trademark Security Agreement#page11.tif
source=2nd Lien Trademark Security Agreement#page12.tif
source=2nd Lien Trademark Security Agreement#page13.tif
source=2nd Lien Trademark Security Agreement#page14.tif
source=2nd Lien Trademark Security Agreement#page15.tif

TRADEMARK

REEL: 004669 FRAME: 0335

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of December 1, 2011, is made by **THE MAJESTIC STAR CASINO, LLC**, an Indiana limited liability company ("Issuer") and each of the other undersigned direct and indirect Subsidiaries of Issuer (Issuer and each such Subsidiary, collectively, the "Debtor"), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, in its capacity as trustee under the Indenture referenced below and as collateral agent for the benefit of the Secured Parties (as defined below) under this Agreement (in such capacity, together with its successors and permitted assigns, if any, in such capacity, "Agent"), with reference to the following:

WHEREAS, the Issuer intends to issue 12.5% / 14.5% Second Lien Senior Secured Notes due 2016 (including any Additional Notes and Exchange Notes, the "Notes") in an aggregate principal amount of \$100,600,000 pursuant to an Indenture, dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Indenture"), by and among the Debtor and Agent for the ratable benefit of the holders of the Notes of the Issuer issued under the Indenture (collectively, the "Noteholders").

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Security Agreement"), by and among the Debtor, Agent and the other parties named therein, the Debtor has created in favor of Agent for the benefit of the Secured Parties, a security interest in, and Agent became a secured creditor with respect to, the Trademark Collateral (as defined below).

WHEREAS, it is a condition precedent to the acquisition of the Notes by the Noteholders and to Agent entering into the Indenture, the Security Agreement and each other Indenture Documents, that the Debtor has agreed to execute, deliver a copy to the Agent and file this Agreement with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, and each intending to be bound hereby, each Debtor hereby agrees in favor of Agent, for the benefit of the Secured Parties, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Agreement" has the meaning ascribed to such term in the preamble hereto.

“Debtor” has the meaning ascribed to such term in the preamble to this Agreement.

“Discharge of Loan Agreement Secured Obligations” shall have the meaning given in the Intercreditor Agreement.

“Indenture” has the meaning ascribed to such term in the recitals to this Agreement.

“Indenture Documents” shall mean the Indenture, the Notes, the Security Agreement, the other Security Documents, and such other agreements, instruments and certificates executed and delivered (or issued) by the Issuer or any Debtor pursuant to the Indenture or any of the foregoing, as any or all of the same may be amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time.

“Issuer” has the meaning ascribed to such term in the preamble to this Agreement.

“Noteholders” has the meaning ascribed to such term in the recitals to this Agreement.

“Notes” has the meaning ascribed to such term in the recitals to this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance (whether or not Agent is the loss payee thereof), indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means, with respect to Debtor, all liabilities, obligations (including the Obligations), or undertakings owing by Debtor to the Agent and the Secured Parties of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Indenture, the Security Agreement, this Agreement, or any of the other Indenture Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including

attorneys fees), and expenses (including interest, costs, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have accrued irrespective of whether a claim therefor is allowed) and any and all other amounts which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Secured Parties” shall mean the Agent and the Noteholders and shall include, without limitation, all former Agents to the extent that any Obligations owing to such Persons were incurred while such Persons were Agents and such Obligations have not been paid or satisfied in full.

“Security Agreement” has the meaning ascribed to such term in the recitals to this Agreement.

“Senior Agent” has the meaning set forth in Section 18.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Indenture.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Indenture, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Indenture that cannot be resolved as aforesaid, the terms and provisions of the Indenture shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Indenture.

“UCC” shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of the security interest in any Pledged Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions related to such provisions.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Secured Parties, a security interest in all of Debtor’s right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered and wherever the same may be located (collectively, the “Trademark Collateral”):

(i) 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, now existing or hereafter adopted or acquired, whether or not registered, and with respect to any and all of the foregoing: (a) all licenses therefor held by Debtor, (b) all registrations and applications therefor including, without limitation, the registrations and

applications required to be listed on Schedule A (as the same may be amended, modified, or supplemented from time to time), (c) all extensions or renewals of any of the foregoing, (d) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (e) 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, (f) 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, and (g) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “Trademarks”);

(ii) all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries;

(iii) all general intangibles related to or arising out of any of the Trademarks; and

(iv) all Proceeds of any and all of the foregoing.

Debtor hereby further acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

Notwithstanding the foregoing, no security interest shall be granted in, and the Trademark Collateral shall not include, any trademark applications filed on an “intent-to-use” basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office; provided that the Trademark Collateral shall include proceeds of any such applications.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Indenture. This Agreement shall be fully incorporated into the Indenture and all understandings, agreements and provisions contained in the Indenture shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Indenture.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Indenture.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all

documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Secured Parties and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of Debtor, or in the name of Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Secured Parties, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed.

4. Representations and Warranties. Debtor represents and warrants to Agent and each Secured Party, in each case to the best of its knowledge, information, and belief, as follows:

(i) No Other Trademarks. Schedule A sets forth a true and correct list of all existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned by Debtor.

(ii) Trademarks Subsisting. Each of Debtor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(iii) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral, (ii)

Debtor is the sole and exclusive owner of the Trademark Collateral it purports to own, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses other than the License Agreement by and between The Majestic Star Casino, LLC (successor in interest to Majestic Investor Holdings, LLC) and Barden Nevada Gaming, LLC, dated December 7, 2001, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(iv) No Infringement. To the best of Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(v) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Secured Parties, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2

shall automatically apply thereto and Debtor shall give to Agent prompt written notice thereof. Debtor shall do all things reasonably necessary to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, Debtor hereby authorizes Agent to modify, amend or supplement Schedule A hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedule A to be filed with the PTO.

7. Duties of Agent and the Secured Parties. Notwithstanding any provision contained in this Agreement, none of Agent or any Secured Party shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent or any Secured Party hereunder or in connection herewith, none of Agent or any Secured Party shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Indenture shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Indenture and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Indenture Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Agent for the benefit of the Secured Parties and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Indenture.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement is a Indenture Document. This Agreement and the other Indenture Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may reexecute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 6 hereof. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against Agent, any Secured Party or Debtor, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Indenture. Debtor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set

forth in the Indenture and the other Indenture Documents and all such rights and remedies are cumulative. Subject to Section 1(c)(ix), in the event of any conflict between the provisions of this Agreement and the provisions of any other Indenture Document, such other Indenture Document shall control.

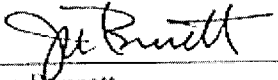
17. Termination. Upon the payment in full in cash or immediately available funds of all Secured Obligations, including, without limitation, all Obligations under the Indenture, the Notes and the other Indenture Documents then due and owing, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Agent for the benefit of the Secured Parties hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

18. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Agent pursuant to this Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Intercreditor and Lien Subordination Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Intercreditor Agreement"), among Wells Fargo Capital Finance, Inc. (the "Senior Agent"), Agent and the Debtor. 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. Notwithstanding anything herein to the contrary, prior to the Discharge of Loan Agreement Secured Obligations, the requirements of this Agreement to deliver Trademark Collateral to Agent or register Agent as the registered owner of any Trademark Collateral shall be deemed satisfied by delivery of such Trademark Collateral to, or the registration of such Trademark Collateral in the name of, the Senior Agent.


[Signature page follows]

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

MAJESTIC STAR CASINO, LLC, an Indiana
limited liability company


By: 
Name: Jon Bennett
Title: Senior Vice President, Chief Financial
Officer and Treasurer

BARDEN COLORADO GAMING, LLC,
a Colorado limited liability company

By: 
Name: Jon Bennett
Title: Senior Vice President, Chief Financial
Officer and Treasurer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

WILMINGTON TRUST,
NATIONAL ASSOCIATION,
as Agent

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

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

Trademark Registrations of Debtor

THE MAJESTIC STAR CASINO, LLC

INTELLECTUAL PROPERTY

United States Trademarks

<u>Trademark Name</u>	<u>Owner Name</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Jurisdiction</u>
Courtyard Grill & Buffet	The Majestic Star Casino, LLC	Registered	EO738802007-8	State (Nevada)
Drop In	The Majestic Star Casino, LLC	Registered	3533462	Federal
F & Design	The Majestic Star Casino, LLC	Registered	SM00200403	State (Nevada)
F & Design	The Majestic Star Casino, LLC	Registered	TM00200402	State (Nevada)
F (Stylized letters)	The Majestic Star Casino, LLC	Registered	TM00200406	State (Nevada)
F (Stylized letters)	The Majestic Star Casino, LLC	Registered	SM00200407	State (Nevada)
F and Design (Shamrock)	The Majestic Star Casino, LLC	Registered	1645579	Federal
F and Design (Shamrock)	The Majestic Star Casino, LLC	Registered	2628353	Federal
Fitz	The Majestic Star Casino, LLC	Registered	1579525	Federal
Fitz	The Majestic Star Casino, LLC	Registered	1639303	Federal
Fitz or The Fitz	The Majestic Star Casino, LLC	Registered	TM00200399	State (Nevada)
Fitz or The Fitz	The Majestic Star Casino, LLC	Registered	TM00200400	State (Nevada)
Fitz or The Fitz	The Majestic Star Casino, LLC	Registered	SM00200401	State (Nevada)
Fitzgeralds & Design	The Majestic Star Casino, LLC	Registered	1676148	Federal
Fitzgeralds	The Majestic Star Casino, LLC	Registered	TM00200397	State (Nevada)
Fitzgeralds	The Majestic Star Casino, LLC	Registered	1599960	Federal

<u>Trademark Name</u>	<u>Owner Name</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Jurisdiction</u>
Fitzgeralds	The Majestic Star Casino, LLC	Registered	1616178	Federal
Fitzgeralds & Design	The Majestic Star Casino, LLC	Registered	SM00200398	State (Nevada)
Fitzgeralds & Design	The Majestic Star Casino, LLC	Registered	1677129	Federal
Fitzgeralds (Stylized)	The Majestic Star Casino, LLC	Registered	1677084	Federal
Fitzgeralds (Stylized)	The Majestic Star Casino, LLC	Registered	1682272	Federal
Four Leaf Clover Design	The Majestic Star Casino, LLC	Registered	TM00200404	State (Nevada)
Get Reel Lucky	The Majestic Star Casino, LLC	Registered	1949064	Federal
Have A Lucky Day!	The Majestic Star Casino, LLC	Registered	1930583	Federal
Logo (Shamrock)	The Majestic Star Casino, LLC	Registered	1646327	Federal
Luck Lives Here	The Majestic Star Casino, LLC	Registered	3449204	Federal
Luck Lives Here	The Majestic Star Casino, LLC	Registered	3536206	Federal
Majestic Star	The Majestic Star Casino, LLC	Registered	2157290	Federal
Majestic Star Casinos & Hotel & Design	The Majestic Star Casino, LLC	Registered	3461189	Federal
Majestic Star Casinos & Hotel & Design	The Majestic Star Casino, LLC	Registered	3461190	Federal
Majestic Star Key Rewards	The Majestic Star Casino, LLC	Registered	2010-0191	State (Indiana)
Majestic Star Key Rewards & Design	The Majestic Star Casino, LLC	Registered	2010-0190	State (Indiana)
Majestic Wings N Things	The Majestic Star Casino, LLC	Registered	2007-0196	State (Indiana)
Majestic Wings N Things & Design	The Majestic Star Casino, LLC	Registered	2007-0197	State (Indiana)
Promo Cash	The Majestic Star Casino, LLC	Registered	3238480	Federal
Promo Cash & Design	The Majestic Star Casino, LLC	Registered	3271587	Federal
Shamrock Cafe	The Majestic Star Casino, LLC	Registered	2070160	Federal
The Bacc Club	The Majestic Star Casino, LLC	Pending ITU	AN: 85/173672	Federal
The Bacc Room	The Majestic Star Casino, LLC	Pending ITU	AN: 85/173708	Federal

<u>Trademark Name</u>	<u>Owner Name</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Jurisdiction</u>
This Is My Kind of Place	The Majestic Star Casino, LLC	Registered	3093981	Federal
Vue & Design	The Majestic Star Casino, LLC	Registered	E0613072006-8	State (Nevada)
World Headquarters For Luck	The Majestic Star Casino, LLC	Registered	1726385	Federal
Fitzgeralds Key Rewards	Barden Colorado Gaming, LLC	Registered	20091032642	State (Colorado)
Luck Is Always Smilin'	Barden Colorado Gaming, LLC	Registered	B295-055	State (Colorado)
Lucky Penny Lane	Barden Colorado Gaming, LLC	Registered	20031321106	State (Colorado)