

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
California Commerce Club, Inc.		12/21/2011	CORPORATION: CALIFORNIA
California Hotel Partners, LLC		12/21/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	A Texas Banking Association: MICHIGAN		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3321924	THE WORLD'S LARGEST POKER CASINO	
Registration Number:	3321923	THE WORLD'S LARGEST CARD ROOM	
Registration Number:	3212085	POKER CAPITAL OF THE WORLD	
Registration Number:	3443332	HOLD'EM CAPITAL OF THE WORLD	
Registration Number:	3383448	THE WORLD'S LARGEST POKER ROOM	
Registration Number:	3182331	L.A.'S FRIENDLIEST	
Registration Number:	3152654	L.A. POKER CLASSIC	
Registration Number:	3147341	THE COMMERCE	
Registration Number:	3152653	CALIFORNIA STATE POKER CHAMPIONSHIP	
Registration Number:	3152652	HEAVENLY HOLD'EM	
Registration Number:	3152651	BRING YOUR HOME GAME HERE	
Registration Number:	3147324	COMMERCE CASINO	
Registration Number:	3190630		

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (313)496-8454
Phone: 3134967562
Email: spano@millercanfield.com

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

Correspondent Name: Kristen I. Spano
Address Line 1: 150 West Jefferson Avenue
Address Line 2: Suite 2500
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	125055-00231
NAME OF SUBMITTER:	Kristen I. Spano
Signature:	/Kristen I. Spano/
Date:	12/27/2011

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of December 21, 2011, by and among CALIFORNIA COMMERCE CLUB, INC., a California corporation ("Borrower"), and CALIFORNIA HOTEL PARTNERS, LLC, a California limited liability company (individually and collectively, "Grantor"), and COMERICA BANK, a Texas banking association, in its capacity as agent ("Agent") under the Revolving Credit Agreement ("Credit Agreement") dated as of December 21, 2011, by and among Borrower, the Lenders from time to time party thereto ("Lenders"), and Agent, for itself and on behalf of the Lenders (Agent and Lenders are sometimes referred to herein, individually and collectively, as "Secured Party").

RECITALS

Pursuant to the Credit Agreement, Secured Party has agreed to lend to Borrower certain funds (the "Loan"). To secure the Obligations under and as defined in the Credit Agreement, Grantor has entered into a Pledge and Security Agreement, dated the date hereof, in favor of Agent (the "Security Agreement"). The Credit Agreement, Security Agreement and any other document or agreement related thereto which now or hereafter evidences and/or secures the Loan are collectively referred to herein as the "Loan Documents". All capitalized terms used herein without definition shall have the meanings ascribed to them in the Security Agreement, or, if not defined therein, in the Credit Agreement. Grantor is executing this Agreement as a supplement to and in consideration of Secured Party's Loans to Borrower and for the purpose of carrying out the provisions of the Security Agreement and enabling Agent to register this Agreement with the U.S. Patent and Trademark Office or U.S. Copyright Office, as applicable.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those registered U.S. copyrights and copyright registrations set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the registered U.S. patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those registered

U.S. trademarks and trademark applications set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Collateral" shall not include (x) any rights, title or interest in any gaming license or any rights or interest in any other license, lease, contract or agreement, as such, or the assets subject thereto if under the terms of such gaming license, other license, lease, contract, or agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein or in such assets to Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such gaming license, other license, lease, contract or agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived and (y) any application for a trademark that may be deemed invalidated, cancelled or abandoned due to the grant and/or enforcement of such security interest therein unless and until such time as the grant and/or enforcement of such security interest will not affect the status or validity of such trademark; provided that the foregoing exclusion shall in no way be (i) construed to apply if any such prohibition would be rendered ineffective under the Uniform Commercial Code or other applicable law (including the Bankruptcy Code) or principles of equity, (ii) construed so as to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of Debtor in or to the proceeds thereof, including monies due or to become due under any such gaming license, other license, lease, contract or agreement (including any Accounts Receivable), in each case, that are not subject to such prohibitions, or (iii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "Collateral" shall include any portion of such gaming license, other license, lease, contract, agreement or assets subject thereto that does not result in such prohibition.


2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Effect of Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the 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.

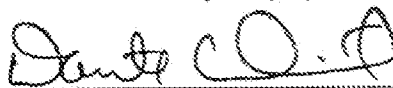
4. Counterparts. This Agreement may be executed in one or more counterparts, and by separate parties on separate counterparts, all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

CALIFORNIA COMMERCE CLUB, INC.,
a California corporation

By: 
Dante Oliveto
Its: Vice President and Chief Financial
Officer

CALIFORNIA HOTEL PARTNERS, LLC,
a California limited liability company

By: 
Dante Oliveto
Its: *manager*

COMERICA BANK, a Texas banking
association

By: _____
Melissa J. Pollard
Its: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

CALIFORNIA COMMERCE CLUB, INC.,
a California corporation

By: _____
Haig Papaian, Jr.
Its: President and Chief Executive Officer

By: _____
Dante Oliveto
Its: Vice President and Chief Financial
Officer

CALIFORNIA HOTEL PARTNERS, LLC,
a California limited liability company

By: _____
Dante Oliveto
Its: Vice President and Chief Financial
Officer

COMERICA BANK, a Texas banking
association

By: Melissa J. Pollard
Melissa J. Pollard
Its: Vice President

EXHIBIT A

List of Copyrights

None.

EXHIBIT B

List of Patents

None.

EXHIBIT C

List of Trademarks

Registrant	Trademark	Registration No.
California Commerce Club, Inc. DBA Commerce Casino	THE WORLD'S LARGEST POKER CASINO	3321924
California Commerce Club, Inc. DBA Commerce Casino	THE WORLD'S LARGEST CARD ROOM	3321923
California Commerce Club, Inc. DBA Commerce Casino	POKER CAPITAL OF THE WORLD	3212085
California Commerce Club, Inc. DBA Commerce Casino	HOLD'EM CAPITAL OF THE WORLD	3443332
California Commerce Club, Inc. DBA Commerce Casino	THE WORLD'S LARGEST POKER ROOM	3383448
California Commerce Club, Inc. DBA Commerce Casino	L.A.'S FRIENDLIEST	3182331
California Commerce Club, Inc. DBA Commerce Casino	L.A. POKER CLASSIC	3152654
California Commerce Club, Inc. DBA Commerce Casino	THE COMMERCE	3147341
California Commerce Club, Inc. DBA Commerce Casino	CALIFORNIA STATE POKER CHAMPIONSHIP	3152653
California Commerce Club, Inc. DBA Commerce Casino	HEAVENLY HOLD'EM	3152652
California Commerce Club, Inc. DBA Commerce Casino	BRING YOUR HOME GAME HERE	3152651
California Commerce Club, Inc. DBA Commerce Casino	COMMERCE CASINO	3147324
California Commerce Club, Inc. DBA Commerce Casino	PALM TREE (DESIGN)	3190630