

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	2nd Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnolia Hill, LLC		01/06/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Gaming Capital, LLC		
Street Address:	5340 Kietzke Lane		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89511		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3644640	RIVERWALK CASINO · HOTEL	
Registration Number:	3604006	RIVERWALK CASINO AND HOTEL	
Registration Number:	3750474	RIVERWALK CASINO	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
Email:	ipdocket@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th fl		
Address Line 2:	(049275-0002)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(049275-0002)		
NAME OF SUBMITTER:	Adam Kummins		

OP \$90.00 3644640

Signature:	/Adam Kummins/
Date:	01/06/2012
Total Attachments: 4 source=Second Lien Trademark Security Agreement (FULLY EXECUTED)#page1.tif source=Second Lien Trademark Security Agreement (FULLY EXECUTED)#page2.tif source=Second Lien Trademark Security Agreement (FULLY EXECUTED)#page3.tif source=Second Lien Trademark Security Agreement (FULLY EXECUTED)#page4.tif	

SECOND LIEN GRANT OF TRADEMARK SECURITY INTEREST

This **SECOND LIEN GRANT OF TRADEMARK SECURITY INTEREST**, dated as of January 6, 2012 (this “**Agreement**”), is made by **EACH OF THE PARTIES HERETO**, whether as an original signatory hereto or as an Additional Grantor (each, a “**Grantor**”), in favor of **WELLS FARGO GAMING CAPITAL, LLC** as collateral agent for the Secured Parties (together with its successors and assigns in its capacity as collateral agent, the “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Term Loan Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Magnolia Hill, LLC, the banks, financial institutions and other entities from time to time party thereto in the capacity of lenders, Wells Fargo Gaming Capital, LLC, in its capacity as administrative agent;

WHEREAS, in consideration of the extensions of credit and other accommodations of Secured Parties as set forth in the Credit Agreement, each Grantor has agreed to secure such Grantor’s obligations under the Loan Documents as set forth herein;

WHEREAS, pursuant to the terms of that certain Second Lien Pledge and Security Agreement (the “**Pledge and Security Agreement**”) dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”) among the Grantors, the Collateral Agent and the other parties named therein, each Grantor has created in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, and the Collateral Agent became a secured creditor with respect to, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, subject to the terms of the Pledge and Security Agreement, each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), 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, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under

insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes: (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (b) whatever is collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not the Collateral Agent is the loss payee thereof); and (f) whatever is receivable or received when the Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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.

Capitalized terms used but not defined herein shall have the meanings given such terms in the Security Agreement.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Magnolia Hill, LLC, a Delaware limited liability company, Wells Fargo Gaming Capital, LLC, as First Lien Collateral Agent and Collateral Agent and each other party thereto from time to time. 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Magnolia Hill, LLC,
a Delaware limited liability company,
as a Grantor


By: Tim Drehkoff
Name: Timothy Drehkoff
Title: Authorized Officer

[Signature Page to Second Lien Grant of Trademark Security Interest]

TRADEMARK
REEL: 004693 FRAME: 0176

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademarks Owned by Magnolia Hill, LLC

Service Mark	Jurisdiction	Reg. No.	File Date	Reg. Date
	United States Patent & Trademark Office	3644640	04/10/2008	06/23/2009
RIVERWALK CASINO AND HOTEL	United States Patent & Trademark Office	3604006	03/10/2008	04/07/2009
RIVERWALK CASINO	United States Patent & Trademark Office	3750474	09/09/2008	02/16/2010