

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
High Noon Investments, LLC		04/12/2012	LIMITED LIABILITY COMPANY: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Jacobs Entertainment, Inc.		
Street Address:	17301 West Colfax		
Internal Address:	Suite 250		
City:	Golden		
State/Country:	COLORADO		
Postal Code:	80401		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1729987	GOLD DUST	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	bhamilton@joneskeller.com		
Correspondent Name:	Brad Hamilton		
Address Line 1:	1999 Broadway		
Address Line 2:	Suite 3150		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	12327		
NAME OF SUBMITTER:	Brad Hamilton		
Signature:	/Brad Hamilton/		
Date:	04/17/2012		
Total Attachments: 1 source=00375574#page1.tif			

OP \$40.00 1729987

ANNEX A

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of 12 April 2012 by High Noon Investments, LLC ("Assignor") to Jacobs Entertainment, Inc. ("Assignee").

WHEREAS, Assignor has agreed in a Trademark Purchase and License Agreement, dated April 12, 2012 (the "Agreement"), between Assignor and Assignee, to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the GOLD DUST trademark, United States Patent and Trademark Office registration number 1729987, registered November 3, 1992, (the "Mark") and all foreign rights throughout the world corresponding to the Mark;

WHEREAS, Assignor is the sole owner of the Mark and all foreign rights throughout the world corresponding to the Mark; and

Assignor and Assignee hereby agree as follows:

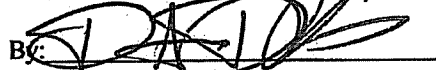
Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of such Assignor's respective right, title, and interest in, to, and under the Mark, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Mark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Mark to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Mark.

This Assignment may be signed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

**ASSIGNOR:**

**HIGH NOON INVESTMENTS, LLC**

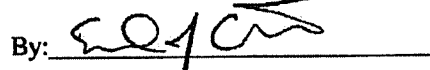
By: 

Name: Donald A. Durham, Jr.

Title: Authorized Member

**ASSIGNEE:**

**JACOBS ENTERTAINMENT, INC.**

By: 

Name: Emanuel J. Cotronakis

Title: Executive Vice President