

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
MOUNT AIRY #1, L.L.C.		04/19/2012	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	50 SOUTH SIXTH STREET		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3430411	MOUNT AIRY CASINO RESORT	
CORRESPONDENCE DATA			
Fax Number:	2132264028		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-858-1000		
Email:	kevin.davis@pillsburylaw.com		
Correspondent Name:	SHANA E. RAMIREZ, ESQ.		
Address Line 1:	PILLSBURY WINTHROP SHAW PITTMAN LLP		
Address Line 2:	1540 BROADWAY		
Address Line 4:	NEW YORK, NEW YORK 10036-4039		
ATTORNEY DOCKET NUMBER:	092117-0000029		
NAME OF SUBMITTER:	SHANA E. RAMIREZ		
Signature:	/Shana E. Ramirez/		

CH \$40.00 3430411

Date:

04/19/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT dated as of April 19, 2012 (this "Agreement"), among Mount Airy #1, L.L.C. (the "Grantor") and Wilmington Trust, National Association, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of April 19, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Mount Airy #1, L.L.C., a Pennsylvania limited liability company ("Borrower"), Mount Airy Holdco LLC, a Delaware limited liability company ("Holdco"), the Subsidiary Guarantors that may become party thereto, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Security Agreement dated as of April 19, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Holdco, the other grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Borrower as a Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make the Term Loans. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

Mount Airy #1, L.L.C.,

By: 

Name: Edmondo Granci

Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent

By: _____



Name:

Jeffrey Rose

Title:

Vice President

[Trademark Security Agreement]

Schedule I

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Mount Airy #1, L.L.C.	3430411	Mount Airy Casi- no Resort (styl- ized)

