

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Priority Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midwest Gaming & Entertainment, LLC		07/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as successor by merger to Wilmington Trust FSB		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	85111514	CUBE	
Serial Number:	85342152	FLIPT	
Serial Number:	85342261	FLIPT	
Serial Number:	85111552	LOTUS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-2000		
Email:	donna.gasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60654		

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TRADEMARK

ATTORNEY DOCKET NUMBER:	23102-4 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/DONNA GASIOROWSKI/
Date:	07/26/2012
<b>Total Attachments: 5</b> source=executed _Priority Lien Trademark Security Agreement_10 July 2012_(23388128_1)#page1.tif source=executed _Priority Lien Trademark Security Agreement_10 July 2012_(23388128_1)#page2.tif source=executed _Priority Lien Trademark Security Agreement_10 July 2012_(23388128_1)#page3.tif source=executed _Priority Lien Trademark Security Agreement_10 July 2012_(23388128_1)#page4.tif source=executed _Priority Lien Trademark Security Agreement_10 July 2012_(23388128_1)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10th day of July, 2012 by MIDWEST GAMING & ENTERTAINMENT, LLC, a Delaware limited liability company ("Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION (as successor by merger to Wilmington Trust FSB), in its capacity as collateral trustee under the Collateral Trust Agreement (as defined below) for the benefit of the Priority Lien Secured Parties (as defined therein) (together with its successors and assigns in such capacity, the "Collateral Trustee"):

**WITNESSETH:**

WHEREAS, Grantor and certain of Grantor's affiliates have entered into that certain Revolving Credit and Guaranty Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with The PrivateBank and Trust Company (together with its successors and assigns in such capacity, the "Lender").

WHEREAS, Grantor and certain of Grantor's affiliates entered into that certain Collateral Trust Agreement, dated as of April 9, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), with the Lender, Collateral Trustee, and each other person that becomes a party thereto pursuant to the terms thereof.

WHEREAS, pursuant to the Collateral Trust Agreement and the Priority Lien Security Documents, Grantor granted to Collateral Agent, for the benefit of the Priority Lien Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. The Collateral Trust Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Collateral Trust Agreement, the Collateral Trust Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Trust Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Priority Lien Obligations, Grantor hereby grants to Collateral Trustee, for the benefit of the Priority Lien Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Trust Agreement and the Priority Lien Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark license listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark license; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark license, or (b) injury to the goodwill associated with any trademark or trademark license.

3. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the Discharge of Priority Lien Obligations (as defined in the Collateral Trust Agreement) under the Collateral Trust Agreement.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Pages Follow]

*(Signature Page to Trademark Security Agreement)*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**MIDWEST GAMING &  
ENTERTAINMENT, LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_


  
Gregory A. Carlin  
Chief Executive Officer

*Signature Page to Trademark Security Agreement*

Agreed and Accepted as of the date  
First written above

**COLLATERAL TRUSTEE:**

WILMINGTON TRUST, NATIONAL ASSOCIATION  
(as successor by merger to Wilmington Trust FSB)

By:   
Name: Renee Kuhl  
Title: Vice President

SCHEDULE A

TRADEMARK/SERVICEMARK APPLICATIONS

Trademark	Database	Registration/ Application Number	Registration/ Application Date	Status	Owner
CUBE	USPTO	85111514	August 19, 2010		Midwest Gaming & Entertainment, LLC
FLIPT	USPTO	85342152	June 9, 2011		Midwest Gaming & Entertainment, LLC
FLIPT (stylized)	USPTO	85342261	June 9, 2011		Midwest Gaming & Entertainment, LLC
LOTUS	USPTO	85111552	August 19, 2010		Midwest Gaming & Entertainment, LLC

TRADEMARK LICENSES

Trademark License Agreement dated as of July 1, 2011 with Rivers IP Holding, LLC, allowing Midwest Gaming & Entertainment, LLC to use the "Rivers" and "Rivers Casino" trademarks.