

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Parity Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midwest Gaming & Entertainment, LLC		07/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB)		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85111514	CUBE	
Serial Number:	85342152	FLIPT	
Serial Number:	85342261	FLIPT	
Serial Number:	85111552	LOTUS	
CORRESPONDENCE DATA			
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
Total Attachments: 5 source=executed_Parity Lien Trademark Security Agreement_10 July 2012_(23388277_1)#page1.tif source=executed_Parity Lien Trademark Security Agreement_10 July 2012_(23388277_1)#page2.tif source=executed_Parity Lien Trademark Security Agreement_10 July 2012_(23388277_1)#page3.tif source=executed_Parity Lien Trademark Security Agreement_10 July 2012_(23388277_1)#page4.tif source=executed_Parity Lien Trademark Security Agreement_10 July 2012_(23388277_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 Parity Lien Secured Parties (as defined therein) (together with its successors and assigns in such capacity, the "Collateral Trustee"):

W I T N E S S E T H:

WHEREAS, Grantor and certain of Grantor's affiliates have entered into that certain Indenture, dated as of April 9, 2010 (the "Indenture"), by and between the Midwest Gaming Borrower, LLC ("Borrower"), Midwest Gaming Finance Corp. ("Finance Corp."), Grantor and the other guarantors party thereto (collectively, the "Guarantors"), U.S. Bank National Association, as trustee (the "Trustee"), and the Collateral Trustee.

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 Trustee, 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 Parity Lien Security Documents, Grantor granted to Collateral Agent, for the benefit of the Parity 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 Indenture;

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 Parity Lien Obligations, Grantor hereby grants to Collateral Trustee, for the benefit of the Parity Lien Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Trust Agreement and the Parity 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 payment in full of the Parity Lien Obligations (as defined in the Collateral Trust Agreement) (other than contingent indemnification obligation for which no demand has been made) 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]

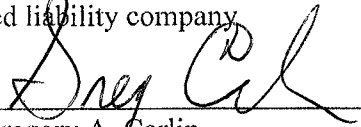
(Signature Page to Trademark Security Agreement)

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

(Parity Lien)


TRADEMARK
REEL: 004830 FRAME: 0156

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.