

## 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
MIDWEST GAMING & ENTERTAINMENT, LLC		11/16/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, N.A.		
Street Address:	5340 Kietzke Lane		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89511		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85111514	CUBE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	(049275-0019)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(049275-0019)		
NAME OF SUBMITTER:	Adam Kummins		
Signature:	/Adam Kummins/		

OP \$40.00 85111514

Date:

11/16/2012

**Total Attachments: 5**

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## GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST**, dated as of November 16, 2012 (this “**Agreement**”), is made by **MIDWEST GAMING & ENTERTAINMENT, LLC**, (the “**Grantor**”), in favor of **WELLS FARGO BANK, N.A.** 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 Revolving Credit and 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 Midwest Gaming Borrower, LLC, the banks, financial institutions and other entities from time to time party thereto in the capacity of lenders, and Wells Fargo Bank, N.A., in its capacity as administrative agent; and

**WHEREAS**, pursuant to the terms of that certain 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 Grantor, certain of Grantor’s affiliates, the Collateral Agent and the other parties named therein, 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, Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located, but in each case, excluding any Excluded Collateral (as defined in the Credit Agreement) (the “**Trademark Collateral**”), for the prompt and complete payment and performance in full when due and with all rights and remedies under the UCC (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations:

(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, trade names, 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 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, extensions, renewals, or 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 Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

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. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

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

*[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.

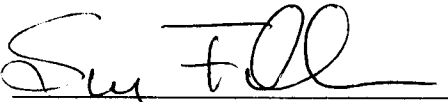
MIDWEST GAMING & ENTERTAINMENT, LLC,  
a Delaware limited liability company,  
as a Grantor

By:   
Name: Gregory Carlin  
Title: Chief Executive Officer

[Signature Page to Grant of Trademark Security Interest]

TRADEMARK  
REEL: 004902 FRAME: 0469

**WELLS FARGO BANK, N.A.,**  
as Collateral Agent

By:   
Name: Suzanne Fuller  
Title: Managing Director

SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST

Registered Trademarks:

<u>Trademark</u>	<u>Database</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
MIDWEST GAMING & ENTERTAINMENT	State of Illinois	101636	July 1, 2003	Midwest Gaming & Entertainment, LLC

Trademark Applications:

<u>Trademark</u>	<u>Database</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>
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