

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
St. Louis Gaming Ventures, LLC		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	333 S. Grand Avenue, 12th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3455130	EAT UP BUFFET	
Registration Number:	3604172	MONEY IN THE TANK	
Registration Number:	3351322	TUESDAY NIGHT SUPPER CLUB	
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:	daniel.cote@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
Signature:	/daniel cote thomsonreuters/		

OP \$90.00 3455130

Date:

12/20/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (“Trademark Security Agreement”), dated as of December 19, 2012, by St. Louis Gaming Ventures, LLC (“Pledgor”), in favor of Wells Fargo Bank, National Association, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of July 14, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of Pledgor’s right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the “Pledged Trademark Collateral”):

- (a) all Trademarks listed on Schedule I attached hereto;
- (b) all Trademark licenses listed on Schedule I attached hereto;
- (c) all Goodwill associated with such Trademarks; and
- (d) all Proceeds of any and all of the foregoing (other than Excluded Property and Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Pledged Trademark Collateral made and 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations (other than contingent indemnification obligations which are not yet due and payable) have been paid in full and the Commitments of the Lenders to make any Loan shall have expired or terminated, the commitment of any L/C Lender to issue any Letter of Credit under the Credit Agreement shall have expired or terminated and all Letters of Credit have been terminated or cash collateralized or a replacement letter of credit (other than a Letter of Credit issued under the Credit Agreement) has been provided to the applicable L/C Lender(s) to the reasonable satisfaction of the applicable L/C Lender(s), in each case, in accordance with the provisions of the Credit Agreement and the Security Agreement has terminated in accordance with the provisions of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral. In addition to the foregoing, to the extent the Required Lenders (as defined in the Credit Agreement) waive the provisions of Section 10.05 of the Credit Agreement with respect to the sale of any Pledged Trademark Collateral, or any Pledged Trademark Collateral is sold as permitted by Section 10.05 of the Credit Agreement, so long as no Default or Event of Default exists, such Pledged Trademark Collateral (unless sold to Borrower or a Subsidiary Guarantor) shall be sold free and clear of the Liens created by the Security Agreement, this Trademark Security Agreement and the other Security Documents, and the Collateral Agent shall take all actions appropriate in order to effect the foregoing at the sole cost and expense of the Pledgor and without recourse or warranty by the Collateral Agent (including the execution and delivery of appropriate UCC-3 termination statements and such other instruments and releases as may be necessary and appropriate to effect such release).

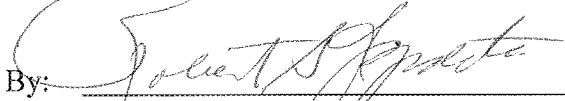
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ST. LOUIS GAMING VENTURES, LLC

By: 

Name: Robert J. Ippolito
Title: CEO

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Jonathon Dinise
Title: Assistant Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS
AND
TRADEMARK LICENSES**

TRADEMARKS:

OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY/STATE	DESCRIPTION
St. Louis Gaming Ventures, LLC	Eat Up Buffet	3455130	06/24/2008	United States	Restaurant services (Class 43)
St. Louis Gaming Ventures, LLC	Money in the Tank	3604172	04/07/2009	United States	Gaming equipment, namely, slot machines with or without video output (Class 9)
St. Louis Gaming Ventures, LLC	Tuesday Night Supper Club	3351322	12/11/2007	United States	Dinner theaters (Class 41)