

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
Casino Queen, Inc.		12/26/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wells Fargo Gaming Capital, LLC		
Street Address:	5340 Kietzke Lane		
Internal Address:	Attn: Sue Fuller		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89511		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1890368	CASINO QUEEN	
CORRESPONDENCE DATA			
Fax Number:	2136122499		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-629-2020		
Email:	lpartmann@orrick.com		
Correspondent Name:	Claire J. Koh		
Address Line 1:	777 South Figueroa Street, Suite 3200		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5855		
ATTORNEY DOCKET NUMBER:	26416.5		
NAME OF SUBMITTER:	Claire J. Koh		
Signature:	/Claire J. Koh/		

CH \$40.00 1890368

Date:

12/26/2012

Total Attachments: 5

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS SECOND LIEN GRANT OF SECURITY INTEREST AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 26, 2012 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG WELLS FARGO BANK, NATIONAL ASSOCIATION, AS FIRST LIEN ADMINISTRATIVE AGENT, AND WELLS FARGO GAMING CAPITAL, LLC, AS SECOND ADMINISTRATIVE LIEN AGENT.

SECOND LIEN GRANT OF SECURITY INTEREST

TRADEMARKS

THIS SECOND LIEN GRANT OF SECURITY INTEREST, dated as of December 26, 2012, is executed by CASINO QUEEN INC., an Illinois corporation (the "Grantor"), in favor of WELLS FARGO GAMING CAPITAL, LLC, as administrative agent on behalf of the Lenders and as collateral agent for the Lender Parties (in such capacity, together with any successors and assigns in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Second Lien Credit Agreement referred to in Recital A below (collectively, the "Lenders"). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Second Lien Credit Agreement shall have the respective meanings given to those terms in the Second Lien Credit Agreement.

A. Pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Grantor and Wells Fargo Gaming Capital, LLC, as Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor owns the trademark, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademark is registered or subject to an application for registration in the United States Patent and Trademark Office (the "Trademark").

C. The Grantor and other entities party thereto from time to time have entered into a Second Lien Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), in favor of the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Second Lien Grant of Security Interest.

D. Pursuant to the Second Lien Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and the applications and registrations thereof (excluding any U.S. intent-to-use application unless and until a statement of use or amendment to allege use shall have been filed with and accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Second Lien Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

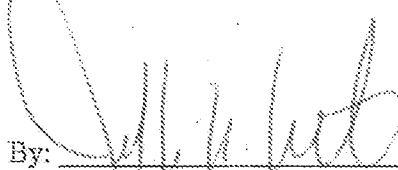
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Gaming Capital, LLC
5340 Kietzke Lane
Reno, Nevada 89511
Attention: Sue Fuller
Tel. No. (775) 689-6005
Fax No. (775) 689-6021
E-mail. fullersb@wellsfargo.com

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Grant of Security Interest to be executed as of the day and year first above written.

CASINO QUEEN INC.,
an Illinois corporation



By: _____

Name: Jeffrey Watson

Title: President

SCHEDULE 1-A TO SECOND LIEN GRANT OF SECURITY INTEREST

TRADEMARK

Mark	Registration No.
CASINO QUEEN	1,890,368

SCHEDULE 1-B TO SECOND LIEN GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

NONE.

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