

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
Isle of Capri Casinos, Inc.		04/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	333 S. GRAND AVENUE, SUITE 1200		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2994544	CASINO ROW	
Registration Number:	4317977	FANPLAY	
Registration Number:	4314855	K K E L L E R ' S	
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:	(049275-0027)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(049275-0027)		
NAME OF SUBMITTER:	Adam Kummins		

OP \$90.00 2994544

Signature:	/Adam Kummins/
Date:	04/19/2013
Total Attachments: 4 source=IP Security Grant#page1.tif source=IP Security Grant#page2.tif source=IP Security Grant#page3.tif source=IP Security Grant#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST
April 19, 2013

WHEREAS, ISLE OF CAPRI CASINOS, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Isle of Capri Casinos, Inc., a Delaware corporation (the “**Borrower**”), has entered into a Credit Agreement dated as of July 26, 2007, as amended by that certain First Amendment to Credit Agreement, dated as of February 17, 2010, that certain Second Amendment to Credit Agreement and Amendments to Loan Documents, dated as of March 25, 2011 (the “**Second Amendment**”), that certain Third Amendment to Credit Agreement, dated as of November 21, 2012, and that certain Fourth Amendment to Credit Agreement and Amendments to Loan Documents, dated as of April 19, 2013 (the “**Fourth Amendment**”) (said Credit Agreement, as so further amended, restated, supplemented or otherwise modified, being the “**Credit Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions listed on the signature pages thereof (each individually referred to herein as a “**Lender**” and collectively as “**Lenders**”), Wells Fargo Bank, National Association (as successor to Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch)), as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”), and the other agents and arrangers named therein; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the “**Lender Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Providers**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 26, 2007, as amended by that certain First Amendment to Security Agreement, dated as of January 25, 2008, the Second Amendment and the Fourth Amendment (as further amended, supplemented, restated or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral as security for the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party 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 as security for the Secured Obligations (the “**Trademark Collateral**”):

1. 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, tradenames, 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 such Grantor, or hereafter adopted and used, in its business (including the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all 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 the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), 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 (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

2. all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” has the meaning provided in the UCC, and includes whatever is received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

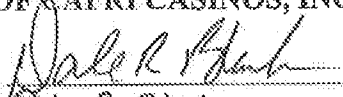
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any Trademark Collateral constituting Excluded Collateral; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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.

This Grant of Trademark Security Agreement is intended to supplement and is in addition to (but does not replace) any and all prior agreements executed with respect to Trademark Collateral pledged under the Security Agreement.

IN WITNESS WHEREOF, 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 written above.

ISLE OF CAPRI CASINOS, INC.

By: 
Name: Dale E. Black
Title: Chief Financial Officer and Treasurer

[Signature Page to Borrower IP Supplement]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	United States <u>Trademark Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
Isle of Capri Casinos, Inc.	Casino Row and design	2994544	9/13/2005
Isle of Capri Casinos, Inc.	FANPLAY	4317977	4/09/2013
Isle of Capri Casinos, Inc.	K Keller's and design	4314855	4/02/2013