

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
BOYD GAMING CORPORATION		08/14/2013	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	901 Main Street, 14th Floor, Attn: Dewayne Rosse		
Internal Address:	Mail Code: TX1-492-14-11		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4338888	JACKPOT FACE!	
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>			
Phone:	312-701-8944		
Email:	ptierney@mayerbrown.com, ipdocket@mayerbrown.com		
Correspondent Name:	Patrick Tierney		
Address Line 1:	PO Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	04263925		
NAME OF SUBMITTER:	Patrick Tierney		
Signature:	/PT/		

CH \$40.00 4338888

Date:

08/19/2013

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 14, 2013, is made by BOYD GAMING CORPORATION, a Nevada corporation (the "Grantor") in favor of and for the benefit of in favor of and for the benefit of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent");

W I T N E S S E T H :

WHEREAS, pursuant to a Third Amended and Restated Credit Agreement, dated as of August 14, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Boyd Gaming Corporation (the "Borrower"), the various financial institutions as are, or may from time to time become, parties thereto (each individually a "Lender" and collectively the "Lenders"), and the Administrative Agent, the Lenders and the L/C Issuer have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other grantors have executed and delivered an Amended and Restated Security Agreement, dated as of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademarks (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the L/C Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, and in order to induce the Secured Parties to enter into Swap Contracts, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor hereby assigns and pledges to the Administrative Agent for its benefit and for the ratable benefit of each of the Secured Parties and hereby grants to the Administrative Agent for its benefit and for the ratable benefit of each of the Secured Parties a first priority security interest and Lien in the Grantor's trademarks and service marks, trade name, corporate names, company

names, business names, fictitious business names, trade styles, service marks, logos, and any other designs or sources of business identifiers, indicia of origin or similar devices, all registrations with respect thereto, all applications with respect to the foregoing, and all extensions and renewals with respect to any of the foregoing, together with all of the goodwill associated with any and all of the foregoing, throughout the world, in each case whether now or hereafter existing, together with all rights and interests associated with the foregoing, including, without limitation, license royalties, claims or rights against third parties for any past, present or future infringement of any trademark or similar device or registration thereof, or for any injury to the goodwill associated therewith, and all corresponding rights throughout the world, in each case whether now owned or hereafter acquired or existing by the Grantor (any and all of the foregoing, including those set forth on Schedule I hereto, being the “Trademarks”).

Notwithstanding the foregoing, “Trademarks” shall not include any property as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction on such grant in favor of a Governmental Authority or in favor of a third party, unless and until any required consents shall have been obtained. The Grantor agrees to use its commercially reasonable best efforts to obtain any such required consent.

SECTION 3. No Present Assignment. Neither this Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademarks. Subject to the rights and security interest of the Administrative Agent, it is the intention of the parties hereto that the Grantor continue to own the Trademarks.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, including the termination or expiry of all Letters of Credit, the termination of all Swap Contracts to which a Secured Party is a party and the termination of all Commitments, the Administrative Agent shall, at the Grantor’s expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademarks which has been granted hereunder and reassign any and all rights in the Trademarks to the Grantor.

SECTION 6. Acknowledgment. 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 Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 7. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

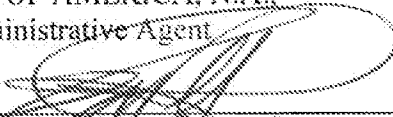
BOYD GAMING CORPORATION,  
a Nevada corporation

By:  \_\_\_\_\_

Name: Josh Hirsberg

Title: Senior Vice President, Chief Financial Officer  
and Treasurer

BANK OF AMERICA, N.A.  
as Administrative Agent

By:   
Name: Tony Pennell  
Title: Vice President

Schedule I

**Trademarks**

<b>Registered Owner</b>	<b>Used By</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Registration No.</b>
Boyd Gaming Corporation	Boyd Gaming Corp	JACKPOT FACE!	United States	Registered	4,338,888