TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Tropicana Holdings, Inc.		11/27/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Cayman Islands branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4020643	A WHOLE NEW ENERGY
Registration Number:	4020603	A WHOLE NEW ENERGY
Registration Number:	4020644	ARE YOU FEELIN' IT
Registration Number:	4020602	ARE YOU FEELIN' IT
Registration Number:	1601456	AZTAR
Registration Number:	3212147	BELLE OF BATON ROUGE
Registration Number:	1933104	BELLE OF BATON ROUGE
Registration Number:	4217290	CASINO AZTAR
Registration Number:	2820049	DIAMOND CLUB
Registration Number:	1950116	DIAMOND CLUB
Registration Number:	2340391	EVERY DAY'S A PARTY
Registration Number:	2879029	HORIZON
Registration Number:	4205967	LIVE THE ADVANTAGED LIFE
Registration Number:	3197619	MONTBLEU RESORT CASINO & SPA

OP $965.00 4020643

Registration Number:	3197614	MONTBLEU
Registration Number:	4145838	RIVER SIDE COOKERY
Registration Number:	4149332	RIVERSIDE COOKERY
Registration Number:	4220700	THE QUARTER AT TROPICANA
Registration Number:	2971227	THE QUARTER AT TROPICANA
Registration Number:	1270320	TROP
Registration Number:	3950761	TROP ADVANTAGE
Registration Number:	3950755	TROP ADVANTAGE
Registration Number:	4209541	TROP ADVANTAGE
Registration Number:	1572514	TROPICANA
Registration Number:	1530186	TROPICANA
Registration Number:	4146998	TROPICANA ENTERTAINMENT
Registration Number:	4146999	TROPICANA ENTERTAINMENT
Registration Number:	3706926	TROPICANA GETAWAYS
Registration Number:	2308620	WORLDS OF CASH
Serial Number:	85539752	TROPICANA ATLANTIC CITY
Serial Number:	85539830	TROPICANA ATLANTIC CITY
Serial Number:	85539917	TROPICANA ENTERTAINMENT
Serial Number:	85541541	TROPICANA ENTERTAINMENT
Serial Number:	86072415	TROPICANA EVANSVILLE
Serial Number:	86072384	TROPICANA EVANSVILLE
Serial Number:	85540981	TROPICANA LAUGHLIN
Serial Number:	85540017	TROPICANA LAUGHLIN
Serial Number:	85540264	TROPICANA REWARDS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0313
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/

	11/27/2013

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of November 27, 2013 (this "***IP Security Agreement***"), by TROPICANA ENTERTAINMENT INC., a Delaware corporation, and NEW TROPICANA HOLDINGS, INC., a Delaware corporation (each a "**Loan Party**" and collectively, the "***Loan Parties***"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity, the "***Collateral Agent***").

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "***Collateral Agreement***"), among the Loan Parties, the Collateral Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Credit Agreement), each Loan Party hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in and to all of such Loan Party's right, title and interest in or to and under the Collateral whether now owned or hereinafter acquired and whether now existing or hereafter arising including, without limitation, the copyrights listed on Schedule I hereto, and the trademarks and trademark applications listed on Schedule II hereto (the "***Intellectual Property***"). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the meanings set forth in the Collateral Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Collateral Agreement, the parties hereby agree as follows:

1. ***Grant of Security Interest***. Each Loan Party, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent and grants the Collateral Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property (including (i) all reissues, substitutes, reexaminations, continuations, renewals or extensions of the foregoing, (ii) all goodwill of the business connected with the use of, and symbolized by, each Intellectual Property, (iii) all products and proceeds of the foregoing, including, without limitation all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past, present and future infringements, misappropriations or other violations with respect thereto, and (iv) rights to sue for past, present and future infringements, misappropriations or violations thereof). Until the Full Payment of all of the Secured Obligations (other than contingent indemnification obligations not yet due and payable or for which no claim has been made), the Collateral Agent shall retain its security interest in the Intellectual Property granted herein and in the Collateral Agreement.

2. ***Recordation***. Each Loan Party authorizes and requests that the Register of Copyrights and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

3. ***Execution in Counterparts***. This IP Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall

constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

4. ***Applicable Law***. **THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK)**.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, each Loan Party has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first set forth above.

TROPICANA ENTERTAINMENT INC.

By: _____
Name: Lance J. Millage
Title: Executive Vice President, Chief Financial Officer and Treasurer

STATE OF Louisiana)
COUNTY OF East Baton Rouge) ss.

On this 22nd day of November, 2013, before me personally appeared Lance J. Millage, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Tropicana Entertainment Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company and that he acknowledged said instrument to be the free act and deed of said company.

Chalmette H. Mitchell
Notary Public

CHALMETTE H. MITCHELL
NOTARY PUBLIC NO. 60508
STATE OF LOUISIANA
PARISH OF ASCENSION
My Commission is for Life

[Signature Page to Intellectual Property Security Agreement]

NEW TROPICANA HOLDINGS, INC.

By: _____

Name: Lance J. Millage

Title: Executive Vice President, Chief Financial Officer and Treasurer

STATE OF Louisiana)
COUNTY OF East Baton Rouge) ss.

On this 22nd day of November 2013, before me personally appeared Lance J. Millage who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of New Tropicana Holdings, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company and that he acknowledged said instrument to be the free act and deed of said company.

Chalmette H. Mitchell

Notary Public

CHALMETTE H. MITCHELL
NOTARY PUBLIC NO. 60508
STATE OF LOUISIANA
PARISH OF ASCENSION
My Commission is for Life

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: _____
Name: John Toronto
Title Authorized Signatory

By: _____
Name: Whitney Gaston
Title Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

Schedule I
Copyrights

II. COPYRIGHTS

A. Registrations

Registrant: New Tropicana Holdings, Inc.

Title	Registration No.	Registration Date
Tropicana/words and music by Leon Berezow	PA0000110827	5/21/1981
Poker rating software	TX0005148975	3/30/2000
Poker rating software	TXu000855166	12/30/1998
On the wings of eagles	VA989050	6/22/1999

Registrant: Tropicana Entertainment Inc.

Title	Registration No.	Registration Date
Tropicana River Palms Website	VA 1-839-540	9/27/2012
Tropicana River Palms Website	VA 1-858-221	1/28/2013
Tropicana Atlantic City Website	VA 1-839-537	9/27/2012
Tropicana Greenville Website	VA 1-839-542	9/27/2012
Tropicana Greenville Website	VA 1-872-577	6/18/2013
Tropicana Advantage Website	VA 1-839-545	9/27/2012
Tropicana Casino Aztar Website	VA 1-839-543	9/27/2012
Tropicana Casino Aztar Website	VA 1-872-579	6/18/2013
Tropicana Laughlin Website	VA 1-839-538	9/27/2012
Tropicana Aruba Website	VA 1-839-539	9/27/2012
Tropicana Mont Bleu Website	VA 1-839-547	9/27/2012
Tropicana Belle of Baton Rouge Website	VA 1-839-546	9/27/2012
Tropicana Belle of Baton Rouge Website	VA 1-872-578	6/18/2013
Tropicana Entertainment Website	VA 1-839-544	9/27/2012
Tropicana Entertainment Website	VA 1-875-927	6/18/2013

B. Applications

None.

Schedule II
Trademarks

TRADEMARKS

A. Federal Registrations

Registrant: New Tropicana Holdings, Inc.

Mark	Registration No.	Registration Date
A WHOLE NEW ENERGY	4,020,643	8/30/2011
A WHOLE NEW ENERGY	4,020,603	8/30/2011
ARE YOU FEELIN' IT	4,020,644	8/30/2011
ARE YOU FEELIN' IT	4,020,602	8/30/2011
AZTAR	1,601,456	6/12/1990
BELLE OF BATON ROUGE	3,212,147	2/27/2007
BELLE OF BATON ROUGE	1,933,104	11/07/1995
CASINO AZTAR	4,217,290	10/02/2012
DIAMOND CLUB	2,820,049	3/02/2004
DIAMOND CLUB (Stylized)	1,950,116	1/23/1996
EVERY DAY'S A PARTY (Stylized)	2,340,391	4/11/2000
HORIZON	2,879,029	8/31/2004
LIVE THE ADVANTAGED LIFE	4,205,967	9/11/2012
MONTBLEU RESORT CASINO & SPA (and design)	3,197,619	1/09/2007
MONTBLEU	3,197,614	1/09/2007
RIVER SIDE COOKERY (and Design)	4,145,838	5/22/2012
RIVERSIDE COOKERY	4,149,332	5/29/2012
THE QUARTER AT TROPICANA	4,220,700	10/09/2012
THE QUARTER AT TROPICANA	2,971,227	7/19/2005
TROP	1,270,320	3/13/1984
TROP ADVANTAGE	3,950,761	4/26/2011
TROP ADVANTAGE	3,950,755	4/26/2011
TROP ADVANTAGE (and design)	4,209,541	9/18/2012
TROPICANA	1,572,514	12/19/1989
TROPICANA	1,530,186	3/14/1989

TROPICANA ENTERTAINMENT (and Design)	4,146,998	5/22/2012
TROPICANA ENTERTAINMENT (and Design)	4,146,999	5/22/2012
TROPICANA GETAWAYS	3,706,926	11/03/2009
WORLDS OF CASH	2,308,620	1/18/2000

B. Federal Applications

Applicant: New Tropicana Holdings, Inc.

Mark	Application No.	Filing Date
PRYME THYME	85/543634	2/15/2012
TROP ADVANTAGE	85/539601	2/10/2012
TROP CASINO GREENVILLE	85/565185	3/9/2012
TROP CASINO GREENVILLE (and design)	85/565278	3/9/2012
TROPICANA ATLANTIC CITY	85/539782	2/10/2012
TROPICANA ATLANTIC CITY	85/539752	2/10/2012
TROPICANA ATLANTIC CITY	85/539649	2/10/2012
TROPICANA ATLANTIC CITY (and design)	85/539830	2/10/2012
TROPICANA ATLANTIC CITY (and design)	85/539870	2/10/2012
TROPICANA ENTERTAINMENT	85/539936	2/10/2012
TROPICANA ENTERTAINMENT	85/539917	2/10/2012
TROPICANA ENTERTAINMENT	85/539894	2/10/2012
TROPICANA ENTERTAINMENT (and design)	85/541541	2/13/2012
TROPICANA ENTERTAINMENT (and design)	85/541548	2/13/2012
TROPICANA EVANSVILLE	86/072415	9/23/2013
TROPICANA EVANSVILLE (and design)	86/072384	9/23/2013
TROPICANA LAUGHLIN	85/539980	2/10/2012
TROPICANA LAUGHLIN	85/540981	2/13/2012
TROPICANA LAUGHLIN (and design)	85/540262	2/11/2012
TROPICANA LAUGHLIN (and design)	85/540017	2/10/2012
TROPICANA REWARDS	85/540264	2/11/2012
TROPICANA REWARDS	85/540267	2/11/2012

C. Foreign Registrations

Registrant: New Tropicana Holdings, Inc.

Mark	Country	Registration No.	Registration Date
TROP CLUB & CASINO	Aruba	28999	12/1/2010
TROPICANA ARUBA RESORT & CASINO	Aruba	28998	12/1/2010

D. State Registrations

Registrant: New Tropicana Holdings, Inc.

Mark	State	Registration No.	Registration Date.
AZTAR	Nevada	SM00220961	9/07/1989
CASINO AZTAR	Indiana	5010-3915	7/23/1996
CASINO AZTAR	Missouri	S13632	6/06/1996
BELLE OF BATON ROUGE	Louisiana	60-6795	6/04/2009
BELLE OF BATON ROUGE	Louisiana	60-6796	6/04/2009
BELLE OF BATON ROUGE	Louisiana	60-6797	6/04/2009
BELLE OF BATON ROUGE CASINO	Louisiana	60-6800	6/04/2009
BELLE OF BATON ROUGE CASINO	Louisiana	60-6799	6/04/2009
BELLE OF BATON ROUGE CASINO	Louisiana	60-6798	6/04/2009
BELLE OF BATON ROUGE CASINO AND HOTEL	Louisiana	62-3970	6/17/2010
LIVE THE ADVANTAGED LIFE	Nevada	E0440832010-7	9/03/2010
PASSAGGIO ITALIAN GARDENS	Nevada	E0333512010-9	6/29/2010
RIVER PALMS RESORT CASINO	Nevada	SM00310152	7/30/1998
RIVER PALMS RESORT CASINO	Nevada	SM00310153	7/30/1998
RIVER SIDE COOKERY (and design)	Indiana	2011-0439	9/14/2011
RIVERSIDE COOKERY	Indiana	2011-0440	9/14/2011
RIVERVIEW COFFEE COMPANY	Indiana	2010-0185	4/28/2010
THE BUTLER'S PANTRY	Louisiana	64-3755	3/27/2013