

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hartley Amusements, Inc.		08/14/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Illinois Gaming Investors, LLC		
Street Address:	35 S. Washington Street		
Internal Address:	Suite 2A		
City:	Hinsdale		
State/Country:	ILLINOIS		
Postal Code:	60521		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3365767	THE PLAYERS' CHOICE	
CORRESPONDENCE DATA			
Fax Number:	3093218460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	309-321-8365		
Email:	riffle@rmrenterprises.net		
Correspondent Name:	Robert M. Riffle		
Address Line 1:	133A S. Main Street		
Address Line 4:	Morton, ILLINOIS 61550		
NAME OF SUBMITTER:	Robert M. Riffle		
Signature:	/s/ Robert M. Riffle		
Date:	01/21/2014		

OP \$40.00 3365767

Total Attachments: 4

source=Trademark#page1.tif

source=Trademark#page2.tif

source=Trademark#page3.tif

source=Trademark#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, effective as of August ~~14~~ 2012, Hartley Amusements, Inc., an Illinois corporation, having a principal place of business at 414 Hamilton Blvd., Suite 301, Peoria, Illinois 61602 (hereinafter referred to as "*Assignor*"), hereby transfers, assigns, and conveys to Prairie State Amusements, LLC, a Delaware limited liability company, having a principal place of business at 35 S. Washington, Suite 35A, Hinsdale, IL 60521 (hereinafter referred to as "*Assignee*"), pursuant to that certain Purchase and Sale Agreement, dated as of July 16, 2012 (the "*Purchase Agreement*"), by and among Assignor, Assignee, and certain other parties signatory thereto, Assignor's entire worldwide right, title and interest in and to, as well as the goodwill of the trademark registrations, trade names, service marks, and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, together with all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, all common law rights thereto, all damages and payments for past or future infringements thereof, and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future. Together with Assignor's entire right, title and interest in, as well as the goodwill of the business associated with, the above trademark, service mark and trade name rights being assigned to Assignee, are any and all rights and privileges in the United States as well as throughout the entire world associated with same, including the right to sue for any and all past infringements which may have occurred at any time up to the date of this Agreement.

Assignor hereby covenants and warrants that it has the full right to convey the above-described worldwide right, title and interest by this instrument, free of any Encumbrances, other than Permitted Encumbrances.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to Assignee, its successors and/or assigns.

Capitalized terms used herein and not otherwise defined herein shall have the meaning given such terms in the Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Trademark Assignment Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof. Nothing in this Trademark Assignment Agreement shall

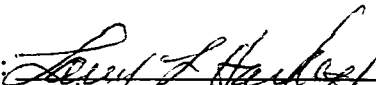
constitute an assignment or assumption of any Purchased Asset, or an attempted assignment or an attempted assumption thereof, to the extent that, without the consent of a third party, such assignment or attempted assignment, or assumption or attempted assumption, would constitute a breach thereof.

[Signature page follows immediately.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

Hartley Amusements, Inc.

By: 
Name: Robert H. Miller
Title: PRESIDENT

ASSIGNEE:

Prairie State Amusements LLC

By: _____
Name: Robert H. Miller
Title: President

Signature page to Trademark Assignment Agreement

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

Hartley Amusements, Inc.

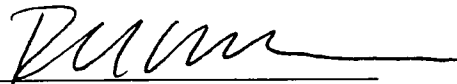
By: _____

Name: _____

Title: _____

ASSIGNEE:

Prairie State Amusements LLC

By:  _____

Name: Robert H. Miller

Title: President

Signature page to Trademark Assignment Agreement