

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Casino Queen, Inc.		01/23/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1890368	CASINO QUEEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9177777373		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	andrew.patrick@skadden.com		
<b>Correspondent Name:</b>	Skadden Arps Slate Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: Adam Greenberg, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	168130/1		
<b>NAME OF SUBMITTER:</b>	Adam Greenberg		
<b>Signature:</b>	/Adam Greenberg/		

CH \$40.00 1890368

Date:

01/24/2014

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of January 23, 2014, by Casino Queen Inc., an Illinois corporation, located at 200 South Front Street, East St. Louis, Illinois 62201 (the "Assignor"), in favor of Wilmington Trust, National Association, a national association, located at 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402, in its capacity as collateral agent pursuant to that certain Credit Agreement, dated as of the date hereof as pledgee, assignee and secured party (in such capacities and together with any successors and assigns in such capacities, the "Assignee").

### WITNESSETH:

WHEREAS, the Assignor is party to a Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") made by and among CQ Holding Company, Inc., a Delaware corporation, the Assignor, the other parties from time to time party thereto, and the Assignee.

WHEREAS, pursuant to the Security Agreement, the Assignor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Assignee, for the benefit of the Secured Parties to enter into the Credit Agreement, and intending to be legally bound, the Assignor hereby agrees with the Assignee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms used but not defined herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for payment and performance in full of all the Secured Obligations, the Assignor hereby pledges and grants to the Assignee for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Assignor in, to and under all the following property, wherever located, and whether nor existing or hereafter arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names and all Goodwill, whether registered or unregistered, and all registrations and applications for any of the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Assignor's use thereof, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now or hereafter due and/or payable or with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof; and

(b) all Proceeds and products of each of the foregoing and all accessions to, substitution and replacements for, and rents, profits and products of, each of the foregoing, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Assignor from time to time with respect to any of the foregoing (other than, in each case, Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Security Agreement and the Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Pledged Trademark Collateral made and 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. If any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. When the applicable conditions set forth in Section 10.5 to the Security Agreement have been satisfied, this Trademark Security Agreement and the lien and security interest created hereunder shall automatically terminate and the Assignee shall execute, acknowledge, and deliver to the Assignor such instruments in writing in recordable form as may be necessary or advisable to reflect of public record such release and termination of the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Governing Law, Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 10.10 and 10.15 of the Security Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

[SIGNATURE PAGE FOLLOWS]

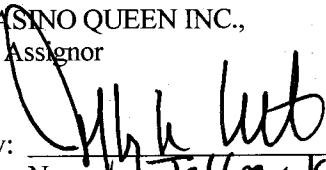
IN WITNESS WHEREOF, the Assignor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CASINO QUEEN INC.,  
as Assignor

By:

Name:

Title:

  
Jeffrey K. Watson  
President

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005200 FRAME: 0702

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent and Assignee

By:   
Name: Meghan H. McCauley  
Title: Banking Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005200 FRAME: 0703**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

CASINO QUEEN	U.S. Fed- eral	74348450	14-Jan-1993	1890368	18-Apr-1995	Casino Queen Inc.	Registered
CASINO QUEEN	U.S. State			72235	12-Apr-1993	Casino Queen Inc.	Registered IL