

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greektown Casino, L.L.C., as Pledgor		03/14/2014	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Six Street Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4211462	ASTERIA	
Registration Number:	4203514	THE FRINGE	
Registration Number:	2333918	GREEKTOWN CASINO	
Registration Number:	3192247	GREEKTOWN CASINO	
Registration Number:	3203656	LET THE PARTY BEGIN AT GREEKTOWN!	
Registration Number:	3246347	GREEKTOWN CASINO	
Registration Number:	3659644	GREEKTOWN CASINO-HOTEL	
Registration Number:	3659645	CLUB GREEKTOWN	
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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Ken Tan, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		

OP \$215.00 4211462

DATE SIGNED:	03/18/2014
---------------------	------------

Total Attachments: 6

source=Short Form TM Security Agreement (Bonds)#page1.tif

source=Short Form TM Security Agreement (Bonds)#page2.tif

source=Short Form TM Security Agreement (Bonds)#page3.tif

source=Short Form TM Security Agreement (Bonds)#page4.tif

source=Short Form TM Security Agreement (Bonds)#page5.tif

source=Short Form TM Security Agreement (Bonds)#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2014 (this “Agreement”), made by Greektown Casino, L.L.C., a Michigan limited liability company (the “Pledgor”), in favor of Wilmington Trust, National Association, as Collateral Agent (as defined below).

Reference is made to the Second Lien Collateral Agreement, dated as of March 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Greektown Holdings, L.L.C. (the “Company”), Greektown Mothership Corporation, each subsidiary of the Company identified therein and Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* All capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.03 of the Indenture (as referenced in the Collateral Agreement) also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”): all Trademarks of the United States of America, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any pending United States “intent-to-use” trademark applications for which a verified statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern and prevail.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

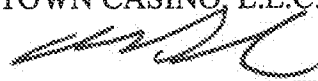
SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 6. *Intercreditor Agreement.* Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to Comerica Bank, as collateral agent (and its permitted successors), for the benefit of the secured parties referred to below pursuant to the Collateral Agreement, dated as of March 14, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time), from the “Pledgors” referred to therein, in favor of Comerica Bank, as collateral agent for the secured parties referred to therein, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GREEKTOWN CASINO, L.L.C., as Pledgor

By: 
Name: Mark Dunkeson
Title: President

[Signature Page to Trademark Security Agreement]

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent,

By: 
Name: **Jane Schweiger**
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

14158688

TRADEMARK
REEL: 005239 FRAME: 0110

Schedule I
to Trademark Security Agreement

Trademarks Owned by Greektown Casino, L.L.C.

U.S. Trademark Registrations

Mark	Registration #	Registration Date
ASTERIA	4,211,462	09/18/2012
THE FRINGE	4,203,514	09/04/2012
GREEKTOWN CASINO	2,333,918	03/21/2000
GREEKTOWN CASINO	3,192,247	01/02/2007
LET THE PARTY BEGIN AT GREEKTOWN!	3,203,656	01/30/2007
GREEKTOWN CASINO & DESIGN	3,246,347	05/29/2007
GREEKTOWN CASINO-HOTEL	3,659,644	07/21/2009
CLUB GREEKTOWN	3,659,645	07/21/2009