

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308823

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R C Casino, LLC		02/03/2014	LIMITED LIABILITY COMPANY: IOWA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	5340 Kietzke Lane, Suite 201
City:	Reno
State/Country:	NEVADA
Postal Code:	89511
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2592727	RHYTHM CITY
Registration Number:	2580132	RHYTHM CITY CASINO
Registration Number:	2592758	RHYTHM CITY CASINO
Registration Number:	2580176	HIT PARADE

CORRESPONDENCE DATA

Fax Number: 2136122499
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 2136122383
Email: tgore@orrick.com
Correspondent Name: Ramon Galvan
Address Line 1: 777 South Figueroa Street, Suite 3200
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	1696-573
NAME OF SUBMITTER:	Ramon Galvan
SIGNATURE:	/Ramon Galvan/
DATE SIGNED:	06/26/2014

Total Attachments: 4
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of February 3, 2014, is executed by R C Casino, LLC, an Iowa limited liability company ("Grantor"), in favor of Wells Fargo Bank, National Association, as collateral agent (in such capacity, "Collateral Agent") for the Secured Parties (as defined in the below-described Credit Agreement).

A. Pursuant to that certain Credit Agreement dated as of February 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Grantor, Collateral Agent and the lenders party thereto, the lenders have agreed to extend certain credit facilities to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. In connection with the contemplated credit facilities and as security therefor, Grantor has executed, among other agreements, a Security Agreement dated as of February 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Collateral Agent; and

D. Pursuant to the Security Agreement, Grantor has granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all of Grantor's assets, including all right, title and interest of Grantor in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Collateral Agent, for the benefit of the Secured Parties, a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Credit Agreement).

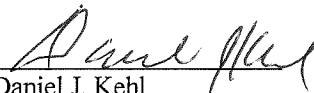
Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Collateral Agent's address is:

Wells Fargo Bank, National Association
5340 Kietzke Lane, Suite 201
Reno, Nevada 89511
Attention: Felis Gallues, Vice President
Phone: (775) 689-6019
Fax: (775) 689-6026
E-mail: galluefm@wellsfargo.com



IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

R C CASINO, LLC,
an Iowa limited company

By: 
Name: Daniel J. Kehl
Title: Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Rhythm City	7/9/2002	2592727
Rhythm City Casino (and design)	6/11/2002	2580132
		
Rhythm City Casino (and design)	7/9/2002	2592758
		
Hit Parade	6/11/2002	2580176

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
TRADEMARK APPLICATIONS

Trademark

Application Date

Application No.

None