

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Tropicana Holdings, Inc.		07/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3617680	LUMIERE PLACE	
Registration Number:	3617682	LUMIERE PLACE	
Registration Number:	3628952	LUMIERE PLACE	
Registration Number:	3694290	LUMIERE PLACE	
Registration Number:	3757123	SHOP LUMIÈRE PLACE	
Registration Number:	3982201	LUMIERE PLACE	
Registration Number:	4053948	LUMIERE PLACE	
Registration Number:	4354327	LUMIERE PLACE	
Registration Number:	4422519	THE PULSE OF ST. LOUIS	
Registration Number:	4422518	THE PULSE OF ST. LOUIS.	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>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.</i>			
Phone:	714-540-1235		
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		

OP \$265.00 3617680

NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	07/03/2014
Total Attachments: 7 source=Tropicana - First Amendment to Intellectual Property Security Agreement #page1.tif source=Tropicana - First Amendment to Intellectual Property Security Agreement #page2.tif source=Tropicana - First Amendment to Intellectual Property Security Agreement #page3.tif source=Tropicana - First Amendment to Intellectual Property Security Agreement #page4.tif source=Tropicana - First Amendment to Intellectual Property Security Agreement #page5.tif source=Tropicana - First Amendment to Intellectual Property Security Agreement #page6.tif source=Tropicana - First Amendment to Intellectual Property Security Agreement #page7.tif	

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 2, 2014 (this "*Amendment*"), by TROPICANA ENTERTAINMENT INC., a Delaware corporation (the "*Borrower*"), and NEW TROPICANA HOLDINGS, INC., a Delaware corporation ("*Holdings*" and together with the Borrower, 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, the Loan Parties and the Collateral Agent are parties to that certain Guarantee and Collateral Agreement, dated as of November 27, 2013, as amended by that certain Supplement No. 1 to Guarantee and Collateral Agreement, dated as of March 18, 2014, and that certain Supplement No. 2 to Guarantee and Collateral Agreement, dated as of July 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "*Collateral Agreement*"), pursuant to which the Loan Parties and the Collateral Agent executed and delivered that certain Intellectual Property Security Agreement, dated as of November 27, 2013 (the "*Existing IP Agreement*") which was filed with the United States Patent and Trademark Office on February 27, 2014 at Reel 5162, Frame 0652. Capitalized terms used in this Amendment and not otherwise defined herein have the meanings set forth in the Collateral Agreement.

WHEREAS, the Loan Parties and the Collateral Agent now wish to amend the Existing IP Agreement subject to the terms and conditions set forth in this Amendment.

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

1. *Amendment*. Schedule I attached to the Existing IP Agreement is hereby amended and supplemented by adding thereto the Copyrights of Holdings listed on Schedule I attached hereto (the "Additional Copyright Property"). Schedule II attached to the Existing IP Agreement is hereby amended and supplemented by adding thereto the Trademarks of Holdings listed on Schedule II attached hereto (the "Additional Trademark Property" and, together with the Additional Copyright Property, the "Additional Intellectual Property"). The Loan Parties, 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 Additional 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 Additional 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 Additional Intellectual Property granted herein and in the Collateral Agreement.

2. **Recordation.** The Loan Parties authorize and request that the Register of Copyrights and the Commissioner for Trademarks and any other applicable government officer record this Amendment.

3. **Execution in Counterparts.** This Amendment 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 Amendment by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

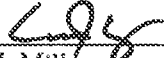
4. **Applicable Law.** **THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAWS OF THE STATE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

5. **Ratification.** Except as specifically set forth above, the Existing IP Agreement shall remain in full force and effect and is hereby ratified and confirmed.

[Signature Pages Follow]

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

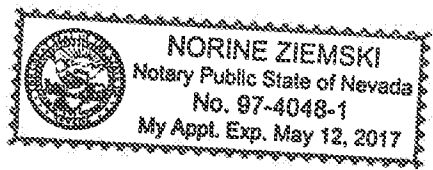
TROPICANA ENTERTAINMENT INC.

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

STATE OF Nevada)
COUNTY OF Clark) ss.

On this 14th day of April, 2014, 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.


Notary Public



[Signature Page to 1st Amendment to Intellectual Property Security Agreement]

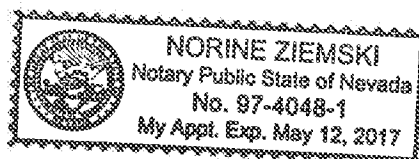
NEW TROPICANA HOLDINGS, INC.

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

STATE OF Nevada)
COUNTY OF Clark) ss.

On this 14th day of April, 2014, 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.

Norine Ziemski
Notary Public




[Signature Page to 1st Amendment to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005316 FRAME: 0400

ACCEPTED AND ACKNOWLEDGED BY:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: 
Name: **JOHN D. TORONTO**
Title: **AUTHORIZED SIGNATORY**

By: 
Name: **WHITNEY GASTON**
Title: **AUTHORIZED SIGNATORY**

Schedule I
Copyrights

<u>Copyright</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pinnacle Lumiere Place Casino & Hotel Website	VA0001875921	July 31, 2013

Schedule II
Trademarks

U.S. Federal Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LUMIERE PLACE	3,617,680	May 5, 2009
LUMIERE PLACE	3,617,682	May 5, 2009
LUMIERE PLACE	3,628,952	May 26, 2009
LUMIERE PLACE	3,694,290	October 6, 2009
SHOP LUMIÈRE PLACE	3,757,123	March 9, 2010
LUMIERE PLACE	3,982,201	June 21, 2011
LUMIERE PLACE	4,053,948	November 8, 2011
LUMIERE PLACE	4,354,327	June 18, 2013
THE PULSE OF ST. LOUIS	4,422,519	October 22, 2013
THE PULSE OF ST. LOUIS (and design)	4,422,518	October 22, 2013