

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314231

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Amended and Restated Grant of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Detroit Entertainment, L.L.C.		08/08/2014	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as collateral agent		
<b>Street Address:</b>	901 Main Street, 14th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4016234	A	
Registration Number:	4016233	A AMNESIA	
Registration Number:	4019687	AMNESIA	
Registration Number:	3655482	ASSEMBLY LINE	
Registration Number:	2688932	CLUB METRO	
Registration Number:	4354991	CLUB METRO SIGNATURE	
Registration Number:	3630789	D.TOUR	
Registration Number:	4019606	D.TOUR SPA	
Serial Number:	86296687	EARLY BIRD	
Registration Number:	4269972	HIGH PERFORMANCE SLOTS	
Registration Number:	4518113	HIGH PERFORMANCE SLOTS	
Registration Number:	2450078	IRIDESCENCE	
Registration Number:	3709438	LACQUER	
Registration Number:	4006392	MCC	
Registration Number:	4006391	MCC	
Registration Number:	3517311	MCC	
Registration Number:	3664157	MCC	
Registration Number:	3517313	MCC	
Registration Number:	3755092	MCC	
<b>TRADEMARK</b>			

OP \$1140.00 4016234

Property Type	Number	Word Mark
Registration Number:	3981763	MCC
Registration Number:	3655238	MCC
Registration Number:	3655237	MCC
Registration Number:	3432977	MOTORCITY CASINO
Registration Number:	3669776	MOTORCITY CASINO HOTEL
Registration Number:	3565326	MOTORCITY CASINO·HOTEL
Registration Number:	3661364	MOTORCITY CASINO·HOTEL
Registration Number:	3661365	MOTORCITY CASINO·HOTEL
Registration Number:	3570440	MOTORCITY CASINO·HOTEL
Registration Number:	3981764	MOTORCITY CASINO·HOTEL
Registration Number:	4019688	MOTORCITY CASINO·HOTEL
Registration Number:	3667188	MOTORCITY CASINO-HOTEL
Registration Number:	3576988	MOTORCITY CASINO-HOTEL
Registration Number:	3367807	MOTORCITY ECASH
Registration Number:	3367816	MOTORCITY ECASH
Registration Number:	4330344	MOTORCITY MILES
Registration Number:	3085795	MOTORCITY PIT STOP
Registration Number:	3422328	REDEEM AT THE MACHINE
Registration Number:	4509210	REWARD PLAY
Registration Number:	3798651	SIGNATURE CLUB
Registration Number:	2870900	SIGNATURE CLUB ELITE
Registration Number:	4373281	SIGNATURE PREMIUM
Registration Number:	3587866	SOUND BOARD
Registration Number:	3599654	SOUND BOARD
Registration Number:	3599655	SOUND BOARD
Registration Number:	4512046	SUNDAY BRUNCH & JAMS

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**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

<b>ATTORNEY DOCKET NUMBER:</b>	030705-0031
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	08/15/2014

**Total Attachments: 7**

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**SECOND AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST**

This **SECOND AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST**, dated as of August 8, 2014 (this “**Agreement**”), is made by **EACH OF THE PARTIES HERETO** (each, a “**Grantor**”), in favor of **BANK OF AMERICA, N.A.**, as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

**RECITALS:**

**WHEREAS**, Grantors entered into that certain Amended and Restated Grant of Trademark Security Interest, dated as of March 1, 2011 (the “**Original Agreement**”);

**WHEREAS**, CCM Merger Inc., a Michigan corporation (the “**Borrower**”), Bank of America, N.A., as administrative agent, the lenders party thereto (the “**Original Lenders**”) and the other parties party thereto entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of March 1, 2011 (as amended by that certain First Amendment to Amended and Restated Revolving Credit and Term Loan Agreement, dated as of April 23, 2012, and that certain Second Amendment to Amended and Restated Revolving Credit and Term Loan Agreement, dated as of April 30, 2013, and as further amended, modified or supplemented prior to the date hereof, the “**Original Credit Agreement**”), pursuant to which the Original Lenders extended certain senior secured credit facilities to the Borrower;

**WHEREAS**, the Borrower, the banks, financial institutions and other entities from time to time party thereto in the capacity of lenders, Bank of America, N.A., as administrative agent, and the other parties party thereto entered into that certain Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which, among other things, the parties thereto amended and restated the Original Credit Agreement;

**WHEREAS**, as a condition precedent to the Lenders obligations under the Credit Agreement, the Borrower and each Grantor have agreed to amend and restate the Original Agreement by entering into this Agreement;

**WHEREAS**, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Specified Hedging Agreements with one or more Specified Hedging Counterparties;

**WHEREAS**, in consideration of the extensions of credit and other accommodations of Secured Parties as set forth in the Credit Agreement and the Specified Hedging Agreements, respectively, each Grantor has agreed to secure such Grantor’s obligations under the Loan Documents and the Specified Hedging Agreements as set forth herein; and

**WHEREAS**, pursuant to the terms of that certain Second Amended and Restated Pledge and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”) among the Grantors, the Collateral Agent and the other parties party thereto, each Grantor has granted in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, and the Collateral Agent became a secured creditor with respect to, the Trademark Collateral (as defined below). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement and, if not defined therein, shall have the meanings ascribed thereto in the Credit Agreement.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, subject to the terms of the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising (the "**Trademark Collateral**");

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto, but excluding "intent-to-use" applications for any mark for which a statement of use has not been filed (but only until such statement is filed)) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto, but excluding "intent-to-use" applications for any mark for which a statement of use has not been filed (but only until such statement is filed)), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Agreement, the term "**proceeds**" includes: (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (b) whatever is collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss, nonconformity or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not the Collateral Agent is the loss payee thereof); and (f) whatever is receivable or received when the Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

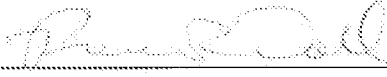
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference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

This Agreement hereby amends, restates and supersedes in its entirety the Original Agreement.


*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, each Grantor has caused this Second Amended and Restated Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CCM MERGER INC.,  
a Michigan corporation,  
as a Grantor


By:   
Name: Bruce Dall  
Title: Financial Officer

IH GAMING, INC.,  
a Michigan corporation,  
as a Grantor

By:   
Name: Bruce Dall  
Title: Financial Officer

Z.R.X., L.L.C.,  
a Michigan limited liability company,  
as a Grantor

By: IH Gaming, Inc.,  
its managing member

By:   
Name: Bruce Dall  
Title: Financial Officer


ATWATER CASINO GROUP, L.L.C.,  
a Michigan limited liability company,  
as a Grantor

By: IH Gaming, Inc.,  
its managing member

By:   
Name: Bruce Dall  
Title: Financial Officer

[Signature Page to Second Amended and Restated Grant of Trademark Security Interest]

DETROIT ENTERTAINMENT, L.L.C.,  
a Michigan limited liability company,  
as a Grantor

By:   
Name: Bruce Dall  
Title: Chief Financial Officer

[Signature Page to Second Amended and Restated Grant of Trademark Security Interest]

**TRADEMARK**  
**REEL: 005345 FRAME: 0664**

SCHEDULE A  
TO  
SECOND AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST

<u>Owner</u>	<u>Trademark Description</u>	<u>Country/State</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Detroit Entertainment, L.L.C.	A & DESIGN	United States	4,016,234	August 23, 2011
Detroit Entertainment, L.L.C.	A AMNESIA & DESIGN	United States	4,016,233	August 23, 2011
Detroit Entertainment, L.L.C.	AMNESIA	United States	4,019,687	August 30, 2011
Detroit Entertainment, L.L.C.	ASSEMBLY LINE	United States	3,655,482	July 14, 2009
Detroit Entertainment, L.L.C.	BONUS TV	United States	86/270,181	May 2, 2014
Detroit Entertainment, L.L.C.	CLUB METRO	United States	2,688,932	February 18, 2003
Detroit Entertainment, L.L.C.	CLUB METRO SIGNATURE	United States	4,354,991	June 18, 2013
Detroit Entertainment, L.L.C.	D. TOUR	United States	3,630,789	June 2, 2009
Detroit Entertainment, L.L.C.	D. TOUR SPA (STYLIZED)	United States	4,019,606	August 30, 2011
Detroit Entertainment, L.L.C.	EARLY BIRD	United States	86/296,687	May 30, 2014
Detroit Entertainment, L.L.C.	HIGH PERFORMANCE SLOTS	United States	4,269,972	January 1, 2013
Detroit Entertainment, L.L.C.	HIGH PERFORMANCE SLOTS & DESIGN	United States	4,518,113	April 22, 2014
Detroit Entertainment, L.L.C.	IRIDESCENCE	United States	2,450,078	May 8, 2001
Detroit Entertainment, L.L.C.	LACQUER	United States	3,709,438	November 10, 2009
Detroit Entertainment, L.L.C.	MATCH BET	United States	85/843,780	February 7, 2013
Detroit Entertainment, L.L.C.	MCC & DESIGN	United States	4,006,392	August 2, 2011
Detroit Entertainment, L.L.C.	MCC & DESIGN	United States	4,006,391	August 2, 2011
Detroit Entertainment, L.L.C.	MCC (STYLIZED CHROME)	United States	3,517,311	October 14, 2008
Detroit Entertainment, L.L.C.	MCC (STYLIZED CHROME)	United States	3,664,157	August 4, 2009
Detroit Entertainment, L.L.C.	MCC (STYLIZED FACETED)	United States	3,517,313	October 14, 2008
Detroit Entertainment, L.L.C.	MCC (STYLIZED FACETED)	United States	3,755,092	March 2, 2010
Detroit Entertainment, L.L.C.	MCC (STYLIZED FACETED)	United States	3,981,763	June 21, 2011
Detroit Entertainment, L.L.C.	MCC (STYLIZED SOLID)	United States	3,655,238	July 14, 2009



Detroit Entertainment, L.L.C.	MCC (STYLIZED SOLID)	United States	3,655,237	July 14, 2009
Detroit Entertainment, L.L.C.	MOTORCITY CASINO	United States	3,432,977	May 20, 2008
Detroit Entertainment, L.L.C.	MOTORCITY CASINO HOTEL	United States	3,669,776	August 18, 2009
Detroit Entertainment, L.L.C.	MOTORCITY CASINO HOTEL (STYLIZED CHROME)	United States	3,565,326	January 20, 2009
Detroit Entertainment, L.L.C.	MOTORCITY CASINO HOTEL (STYLIZED CHROME)	United States	3,661,364	July 28, 2009
Detroit Entertainment, L.L.C.	MOTORCITY CASINO HOTEL (STYLIZED FACETED)	United States	3,661,365	July 28, 2009
Detroit Entertainment, L.L.C.	MOTORCITY CASINO HOTEL (STYLIZED FACETED)	United States	3,570,440	February 3, 2009
Detroit Entertainment, L.L.C.	MOTORCITY CASINO HOTEL (STYLIZED FACETED)	United States	3,981,764	June 21, 2011
Detroit Entertainment, L.L.C.	MOTORCITY CASINO HOTEL (STYLIZED SOLID)	United States	4,019,688	August 30, 2011
Detroit Entertainment, L.L.C.	MOTORCITY CASINO HOTEL (STYLIZED SOLID)	United States	3,667,188	August 11, 2009
Detroit Entertainment, L.L.C.	MOTORCITY CASINO HOTEL (STYLIZED SOLID)	United States	3,576,988	February 17, 2009
Detroit Entertainment, L.L.C.	MOTORCITY ECASH	United States	3,367,807	January 15, 2008
Detroit Entertainment, L.L.C.	MOTORCITY ECASH (STYLIZED)	United States	3,367,816	January 15, 2008
Detroit Entertainment, L.L.C.	MOTORCITY MILES	United States	4,330,344	May 7, 2013
Detroit Entertainment, L.L.C.	MOTORCITY PIT STOP	United States	3,085,795	April 25, 2006
Detroit Entertainment, L.L.C.	REDEEM AT THE MACHINE	United States	3,422,328	May 6, 2008
Detroit Entertainment, L.L.C.	REWARD PLAY	United States	4,509,210	April 8, 2014
Detroit Entertainment, L.L.C.	SIGNATURE CLUB	United States	3,798,651	June 8, 2010
Detroit Entertainment, L.L.C.	SIGNATURE CLUB ELITE	United States	2,870,900	August 10, 2004
Detroit Entertainment, L.L.C.	SIGNATURE PREMIUM	United States	4,373,281	July 23, 2013
Detroit Entertainment, L.L.C.	SOUND BOARD	United States	3,587,866	March 10, 2009
Detroit Entertainment, L.L.C.	SOUND BOARD & DESIGN	United States	3,599,654	March 31, 2009

Detroit Entertainment, L.L.C.	SOUND BOARD & DESIGN (COLOR VERSION)	United States	3,599,655	March 21, 2009
Detroit Entertainment, L.L.C.	SUNDAY BRUNCH & JAMS	United States	4,512,046	April 8, 2014
Detroit Entertainment, L.L.C.	MOTOR CITIES CASINOS	Canada	TMA668,468	July 24, 2006
Detroit Entertainment, L.L.C.	MOTORCITY CASINO	Canada	TMA771,292	July 6, 2010
Detroit Entertainment, L.L.C.	MOTORCITY CASINO HOTEL	Canada	TMA783,778	November 30, 2010
Detroit Entertainment, L.L.C.	MOTORCITY ECASH	Canada	TMA741,282	June 2, 2009
Detroit Entertainment, L.L.C.	MOTORCITY ECASH (STYLIZED)	Canada	TMA740,507	May 21, 2009
Detroit Entertainment, L.L.C.	SIGNATURE CLUB	Canada	TMA844,907	February 27, 2013
Detroit Entertainment, L.L.C.	ANY TIME ANY TABLE	Michigan	M06261	March 12, 2004
Detroit Entertainment, L.L.C.	CLUB METRO COINLESS	Michigan	M05489	August 23, 2004
Detroit Entertainment, L.L.C.	MOTOR CITY CASINO	Michigan	M00184	April 27, 1999
Detroit Entertainment, L.L.C.	MOTORCITY PIT STOP	Michigan	M05450	June 18, 2003
Detroit Entertainment, L.L.C.	NO JACKPOTS REQUIRED	Michigan	M06493	May 13, 2004
Detroit Entertainment, L.L.C.	PASS ME THE MIC!	Michigan	M06166	June 6, 2005
Detroit Entertainment, L.L.C.	RACE TO RICHES	Michigan	M03857	March 6, 2001
Detroit Entertainment, L.L.C.	REWARD PLAY	Michigan	M06433	April 20, 2004
Detroit Entertainment, L.L.C.	SIGNATURE CLUB ELITE	Michigan	M04246	September 23, 2002
Detroit Entertainment, L.L.C.	TAILLIGHTS	Michigan	M05789	January 25, 2005
Detroit Entertainment, L.L.C.	THE PULSE OF DETROIT	Michigan	M06263	March 12, 2004
Detroit Entertainment, L.L.C.	UNCOMMON FUN FOR UNCOMMON TASTES	Michigan	M05916	March 10, 2005
Detroit Entertainment, L.L.C.	UNCOMMON FUN FOR UNCOMMON TASTES (STYLIZED)	Michigan	M05918	March 10, 2005
Detroit Entertainment, L.L.C.	WE PAY YOUR BILLS	Michigan	M06168	June 6, 2005
Detroit Entertainment, L.L.C.	WE TRICKED IT OUT, YOU DRIVE IT AWAY	Michigan	M05787	January 25, 2005
Detroit Entertainment, L.L.C.	WE TRICKED IT OUT, YOU DRIVE IT OUT	Michigan	M04347	June 21, 2005