

06-02-1999



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5.24.99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001904 FRAME: 0445

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joyce A. Kiel
Name of Person Signing

Joyce A. Kiel
Signature

5/21/99
Date Signed

TRADEMARK APPLICATIONS (Cont'd)

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
HOLLYWOOD CASINO & DESIGN	75/261,556	03/21/97

TRADEMARK REGISTRATIONS (Cont'd)

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
HOLLYWOOD TAKE TWO & DESIGN	1,885,409	03/21/95
HOLLYWOOD TAKE TWO	1,885,410	03/21/95
HOLLYWOOD TAKE ONE & DESIGN	1,885,411	03/21/95
HOLLYWOOD TAKE ONE	1,885,412	03/21/95
RUDOLFO'S RISTORANTE	1,927,611	10/17/95
RUDOLFO'S ROMANTIC ITALIAN DINING & DESIGN	1,891,855	04/25/95
HOLLYWOOD EPIC BUFFET	1,902,030	06/27/95
HOLLYWOOD EPIC BUFFET & DESIGN	1,903,176	07/04/95
HOLLYWOOD CASINO	1,903,858	07/04/95
HOLLYWOOD MARQUEE	1,904,686	07/11/95
HOLLYWOOD SCREEN TEST	1,904,687	07/11/95
HOLLYWOOD MARQUEE and Design (Serial No. 74-395727)	1,990,629	08/06/96
FAIRBANKS A SWASHBUCKLING STEAKHOUSE and Design (Serial No. 74-395732)	1,926,892	10/17/95
FAIRBANKS (Serial No. 74-395734)	1,974,466	05/21/96
HOLLYWOOD SCREEN TEST & Design (Serial No. 74-395740)	1,928,914	10/24/95
HOLLYWOOD CASINO (Stylized) (Serial No. 74-298908)	1,949,319	01/16/96
ADVENTURE SLOTS (Stylized)	2,043,723	03/11/97
ADVENTURE SLOTS & DESIGN	2,049,113	04/01/97
ADVENTURE SLOTS (Stylized)	2,050,964	04/08/97
ADVENTURE SLOTS	2,101,971	09/30/97

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 19, 1999, by HOLLYWOOD CASINO CORPORATION, a Delaware corporation, with its chief executive office at Two Galleria Tower, Suite 2200, 13455 Noel Road LB48, Dallas, Texas 75240 ("Grantor"), in favor of STATE STREET BANK AND TRUST COMPANY, a Massachusetts chartered trust company, with offices at Two International Place, 4th Floor, Boston, Massachusetts 02110, as Trustee acting on behalf of the Holders of the Notes under (and as defined in) the Indenture described below (the "Secured Party").

RECITALS

WHEREAS, Grantor, HWCC Tunica, Inc., HWCC-Shreveport, Inc., and Secured Party, as Trustee, have entered into an Indenture dated as of the date hereof (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Indenture"), pursuant to which Grantor will issue up to \$310,000,000 of its 11¼% Series A and Series B Senior Secured Notes due 2007 and up to \$50,000,000 of its Floating Rate Series A and Series B Senior Secured Notes due 2006 (as the same may be amended, supplemented, restated, exchanged, replaced or otherwise modified from time to time, collectively, the "Notes").

WHEREAS, to satisfy one of the terms and conditions of the Indenture, Grantor has entered into that certain Security Agreement dated as of the date hereof (the "Security Agreement") in favor of Secured Party, which is incorporated herein by reference; and

WHEREAS, the Security Agreement provides, inter alia, for the assignment and grant of a security interest in certain intellectual property of Grantor; and

WHEREAS, it is the purpose of this document to perfect and memorialize the security interests granted to Secured Party in the Security Agreement in the United States trademark registrations and applications for registration of Grantor described or referred to in the attached Exhibit A, in a form suitable for recording in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, and subject to the terms and conditions of the Security Agreement, Grantor hereby assigns and grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under each trademark registration and application for trademark registration described or referred to in the attached Exhibit A, whether presently existing or hereafter created or acquired, and a security interest in the good will of the business symbolized by the respective marks of said registrations and applications.

The provisions of this Agreement shall be governed by the internal laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

HOLLYWOOD CASINO CORPORATION

By: Paul C. Yates
Name: PAUL C. YATES
Title: EXECUTIVE VICE PRESIDENT AND CHIEF
FINANCIAL OFFICER

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TRADEMARK
REEL: 001904 FRAME: 0449

STATE OF Illinois)
)
COUNTY OF Lake)

BEFORE ME, the undersigned authority, on this day personally appeared PAUL C. YATES, and having been duly sworn by me, upon his her oath states that he she is Executive Vice President and CFO of Hollywood Casino Corporation, that he she has read and understands the foregoing instrument, that he she is authorized to execute said instrument, and acknowledged to me that he she executed same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME, this 19th day of May, 1999.

Joyce A. Kiel
NOTARY PUBLIC

My Commission Expires: 3/12/2002



EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
HOLLYWOOD CASINO & DESIGN	1,849,650	08/09/94
HOLLYWOOD CASINO	1,851,759	08/30/94
RUDOLFO'S	1,865,043	11/29/94
HOLLYWOOD DIRECTOR'S LOUNGE & DESIGN	1,874,322	01/17/95
HOLLYWOOD DIRECTOR'S LOUNGE	1,880,151	02/21/95
CAFE HARLOW	1,880,969	02/28/95
CLUB HARLOW & DESIGN	1,882,606	03/07/95
CAFE HARLOW CUISINE AMERICAIN & DESIGN	1,884,060	03/14/95
CLUB HARLOW	1,885,408	03/21/95
HOLLYWOOD TAKE TWO & DESIGN	1,885,409	03/21/95
HOLLYWOOD TAKE TWO	1,885,410	03/21/95
HOLLYWOOD TAKE ONE & DESIGN	1,885,411	03/21/95
HOLLYWOOD TAKE ONE	1,885,412	03/21/95
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RUDOLFO'S ROMANTIC ITALIAN DINING & DESIGN	1,891,855	04/25/95
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HOLLYWOOD EPIC BUFFET & DESIGN	1,903,176	07/04/95
HOLLYWOOD CASINO	1,903,858	07/04/95
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ADVENTURE SLOTS	2,101,971	09/30/97

TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILING DATE
HOLLYWOOD BOX OFFICE BAR	74/395,742	05/26/93
HOLLYWOOD BOX OFFICE BAR & DESIGN	74/395,743	05/26/93
HOLLYWOOD CASINO HOTEL	74/479,112	01/13/94
HOLLYWOOD CASINO STUDIO STORE	74/687,479	06/12/95
HOLLYWOOD STUDIO WORLD	75/063,112	02/26/96
HOLLYWOOD KIDZ	75/124,091	06/24/96
HOLLYWOOD CASINO & DESIGN	75/261,553	03/21/97
HOLLYWOOD CASINO & DESIGN	75/261,554	03/21/97
HOLLYWOOD CASINO & DESIGN	75/261,555	03/21/97
HOLLYWOOD CASINO & DESIGN	75/261,556	03/21/97

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RECORDED: 05/24/1999

TRADEMARK
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