

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Holding Acquisition Co, L.P.		06/18/2010	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Corporate Funding, LLC		
<b>Street Address:</b>	135 East 57th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77731302	RIVERS CASINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-4559		
<b>Email:</b>	vindra.richter@weil.com		
<b>Correspondent Name:</b>	Vindra Richter c/o Weil et al		
<b>Address Line 1:</b>	767 Fifth Ave.		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	ASSIGN/DEVGHOSI/51014.41		
<b>NAME OF SUBMITTER:</b>	Vindra Richter		
<b>Signature:</b>	/vindra richter/		
<b>Date:</b>	07/16/2010		

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**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of June 18, 2010, by Holding Acquisition Co, L.P. (the "*Grantor*"), in favor of Guggenheim Corporate Funding, LLC ("*Guggenheim*"), as agent for the Secured Parties (as defined in the Loan Agreement referred to below) (in such capacity, the "*Agent*").

### **W i t n e s s e t h:**

WHEREAS, pursuant to the Amended and Restated First Lien Term Loan Agreement, dated as of June 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), among HOLDINGS GAMING BORROWER, L.P. (the "*Borrower*"), the Lenders party thereto and Guggenheim, as agent for the Lenders, the Lenders have severally agreed to amend and restate the Existing First Lien Credit Agreement, without constituting a novation, on the terms and conditions set forth therein; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement, as reaffirmed pursuant to such Master Reaffirmation Agreement, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to satisfy its obligations under the Loan Agreement and the Pledge and Security Agreement, the Grantor hereby agrees with the Agent as follows:

#### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Loan Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Pledge and Security Agreement.

#### ***Section 2. Grant of Security Interest in Trademark Collateral***

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

***Section 3. Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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.

***Section 4. Security Documents***


This Trademark Security Agreement is an “Intellectual Property Security Agreement” under the Loan Documents.

[SIGNATURE PAGES FOLLOW]

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


,

HOLDING ACQUISITION CO, L.P.,  
*as Grantor*

By:   
Name: JAMES J. HOLMES  
Title: AUTHORIZED SIGNATORY

**Schedule I  
to  
Trademark Security Agreement**

*Trademark Registrations*

Mark	Owner	Serial No. / Regis. No.	Status/Comments
 The logo for Rivers Casino features the word "Rivers" in a large, black, cursive script font. Below it, the word "CASINO" is written in a smaller, black, all-caps, sans-serif font. A thick, black, horizontal brushstroke underline is positioned beneath the word "Rivers".	HOLDING ACQUISITION CO, L.P.	77731302	Registered May 4, 2010