

06-07-2001



Form 10-1594 (Rev. 03-01/RADEMAR) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 5/31/2002) 101744494 Tab settings ⇒ ⇒ ⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Name: Bankers Trust Company Greektown Casino Internal Address:\_ Association Individual(s) Street Address: 130 Liberty Street, 14th F1 General Partnership Limited Partnership City: New York State: New York Zip: 10006 Corporation-State Other limited liability company Individual(s) citizenship\_\_\_\_\_ Association\_ Additional name(s) of conveying party(ies) attached? The Yes The No General Partnership\_ 3. Nature of conveyance: Limited Partnership \_ Merger Assignment Corporation-State\_ Security Agreement Change of Name □ Other If assignee is not domiciled in the United States, a domestic Other\_ representative designation is attached: 📮 Yes 📮 No (Designations must be a separate document from assignment)
Additional name(s) & address( es) attached? Execution Date: Additional name(s) & address( es) attached? 4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 3/21/00 2333918 Additional number(s) attached ☐ Yes 🖾 5. Name and address of party to whom correspondence 6. Total number of applications and 1 concerning document should be mailed: registrations involved: ..... Douglas Wisner, Esq. 7. Total fee (37 CFR 3.41).....\$\_40.00\_ Internal Address: Mayer, Brown & Platt **Enclosed** Authorized to be charged to deposit account 8. Deposit account number: Street Address: 1675 Broadway City: New York State: New York Zip: 10019 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and eignature. 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. 5/16/01 EVAN GIANOUILAILIS Name of Person Signing ocuments to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments

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Washington, D.C. 20231

**TRADEMARK** REEL: 002309 FRAME: 0172

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of // (2), 2001, is made between GREEKTOWN CASINO, L.L.C., a Michigan limited liability company (the "Grantor") and BANKERS TRUST COMPANY, as collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties;

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 14, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), Merrill Lynch Capital Corporation, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for the Lenders, the Collateral Agent, and Société Générale, as the syndication agent (together with any successor(s) thereto in such capacity, the "Syndication Agent") for the Lenders, the Lenders have extended Commitments to make Credit Extensions to the Grantor:

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of May <u>IC</u>, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, in order to induce the Lenders to make Credit Extensions to the Grantor pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, whether in singular or plural form, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

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- SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:
- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this *clause* (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in *Item A* of *Attachment 1* attached hereto;
- (b) all Trademark licenses, including each Trademark license referred to in *Item B* of *Attachment 1* attached hereto:
- (c) all reissues, extensions or renewals of any of the items described in *clauses (a)* and *(b)*;
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, *clauses* (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Item A* and *Item B* of *Attachment 1* attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.
- SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a

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supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

- SECTION 4. Release of Security Interest. Upon payment in full in cash of all Obligations, the termination or expiry of all Letters of Credit, the termination of all Rate Protection Agreements and the termination of all Commitments, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor all Instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.
- SECTION 5. Acknowledgment. The 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.
- SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GREEKTOWN CASINO, L.L.C.

Title: manager

16989169 **EXECUTION COUNTERPART**  BANKERS TRUST COMPANY,

as Collateral Agent

Name:

SREGORY MARAGN

Title:

Director

By KME

Name: James Portela.

Title: managing Director

#### Item A. Trademarks

### Registered Trademarks

1 <u>Country</u>	<u>Trademark</u>	Registration No.	Registration Date
U.S.A.	Greektown Casino	2333918	3-21-00
U.S.A.	Greektown, U.S.A.	2341201	4-11-00

# **Pending Trademark Applications**

\*Country Trademark Serial No. Filing Date

None

### Trademark Applications in Preparation

			Expected	Products/
*Country	<u>Trademark</u>	Docket No.	Filing Date	<u>Services</u>

None

## Item B. Trademark Licenses

*Country or				Effective Expiration
<u>Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	Date Date

None

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RECORDED: 05/31/2001

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<sup>\*</sup> List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.