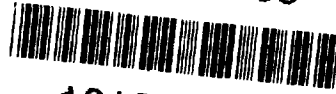


05-10-1999

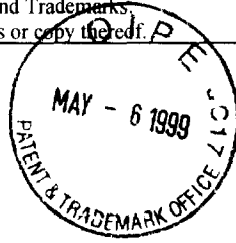
mx
5-10-99

TRADEMA



101034307

To the Honorable Commissioner of Patents and Trademarks,
Please record the attached original documents or copy thereof.



1. Name of conveying party:

Isle of Capri Casinos, Inc.
711 Washington Loop
Biloxi, MS 39530

2. Name and address of receiving party:

Canadian Imperial Bank of Commerce, as
Administrative Agent
425 Lexington Ave.
New York, NY 10017

3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date:

April 23, 1999

4. Application numbers and trademark numbers:

A. Trademark Application Nos.

B. Trademark Registration Nos.

2,022,801	2,039,052
2,200,484	2,186,718
75/328878	75/420191
1,925,975	75/347881
1,921,161	1,985,794
1,789,909	
1,789,917	

5. Name and address of party to whom correspondence concerning document should be mailed:

Melany A. Friedlander
Legal Assistant
O'Melveny & Myers LLP
400 S. Hope Street
Los Angeles, CA 90071-2899

6. Total number of applications and registrations involved:
12

7. Total fee: \$315 (Enclosed)

8. Deposit Account Number: N/A

9. 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.

Melany Friedlander
Name of Person Signing

M. Friedlander
Signature

4-5-99
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

05/10/1999 DWGUYEN 00000244 2022801

01 FC:481
02 FC:482

40.00 OP
275.00 OP

LA1:845196.2

TRADEMARK
REEL: 1893 FRAME: 0655

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Isle of Capri Casinos, Inc., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of April 23, 1999 (said Credit Agreement, as so amended, restated, supplemented or otherwise modified, being the “**Credit Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), CIBC Inc., as Swing Line Lender, Canadian Imperial Bank of Commerce, as Administrative Agent for Lenders (in such capacity, “**Secured Party**”), Bank One Louisiana, N.A., as Syndication Agent, and Wells Fargo Bank, N.A., as Documentation Agent; and

WHEREAS, under the Credit Agreement the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of April 23, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor and Secured Party, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, 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 and to 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, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (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 and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), 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 in foreign countries (the “**Trademark Rights**”), and all goodwill of

Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); 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 Secured Party 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 Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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.

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

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of this 23rd day of April, 1999.

ISLE OF CAPRI CASINOS, INC.

By: 


Name: Allan B. Solomon
Title: Executive Vice President

**SCHEDULE A
TO
COMPANY GRANT OF TRADEMARK SECURITY INTEREST**

See attachment.

**ISLE OF CAPRI CASINOS, INC.
SERVICE and TRADE MARKS**

MARK	SERIAL/ REG. NO.	GOODS/CLASSES	DATE	STATUS
CALYPSO'S	2,022,801	For bar and restaurant services (42).	Registered 12/17/1996	Affidavit of continued use due between 12/17/2001 and 12/17/2002. Application for renewal due 12/17/2006.
FARRADDAYS'	2,200,484	Bar and restaurant services (42).	Registered 10/27/1998	Affidavit of continued use due 10/27/2003 and 10/27/2004. Application for renewal due 10/27/2008.
INN AT THE ISLE	75/328878	Hotel services (42).	Filed 07/22/1997	Notice of Allowance received 08/04/1998. Statement of Use accepted 11/17/1998.

MARK	SERIAL/ REG. NO.	GOODS/CLASSES	DATE	STATUS
ISLAND GOLD	1,925,975	Entertainment services, namely casino services (41).	Registered 10/10/1995	Affidavit of continued use due between 10/10/2000 and 10/10/2001. Application for renewal due 10/10/2005.
ISLE CASH	1,921,161	Automated teller machine services (36).	Registered 09/19/1995	Affidavit of continued use due between 09/19/2000 and 09/19/2001. Application for renewal due 09/19/2005.
ISLE OF CAPRI (cl.41)	1,789,909	Entertainment services, namely casino services (41).	Registered 08/24/1993	Affidavit of continued use mailed 09/24/1998. Application for renewal due 08/24/2003.
ISLE OF CAPRI (cl.42)	1,789,917	Bar and restaurant services (42).	Registered 08/24/1993	Affidavit of continued use mailed 09/24/1998. Application for renewal due 08/24/2003.
ISLE OF CAPRI and Parrot Logo 	2,039,052	Entertainment services, namely, casino services (41); bar and restaurant services and hotel services (42).	Registered 02/18/1997	Affidavit of continued use due between 02/18/2002 and 02/18/2003. Application for renewal due 02/18/2007.
ISLE STYLE	2,186,718	Entertainment services, namely, casino services (41); bar and restaurant services (42).	Registered 09/01/1998	Affidavit of continued use due between 09/01/2003 and 09/01/2004. Application for renewal due 09/01/2008.

MARK	SERIAL/ REG. NO.	GOODS/CLASSES	DATE	STATUS
ISLE TOWERS	75/420191	Hotel services (42).	Filed 01/20/1998	Notice of publication received 10/30/1998. Publication date 12/01/1998.
TRADEWINDS	75/347881	Restaurant services (42).	Filed 08/27/1997	Office action received, 04/24/1998. Response mailed 10/19/1998.
WAVES OF FORTUNE	1,985,794	Entertainment services, namely casino services (41).	Registered 07/09/1996	Affidavit of continued use due between 07/09/2001 and 07/09/2002. Application for renewal due 07/09/2006.