

12-30-1999

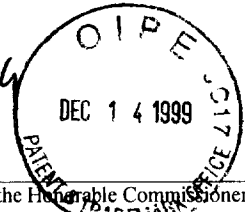


101234391

RE...

TRADEMARKS

WMP
10-14-99



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

1. Name of conveying party:

Empress Casino Joliet Corporation

2. Name and address of receiving party:

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

3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date: December 1, 1999

4. Application numbers and numbers:

A. Trademark Application Nos.

- 75/421079
- 74/226028
- 74/255169
- 74/255297
- 74/495726
- 74/495672
- 74/495673
- 74/495676
- 74/613639
- 75/067616
- 75/070785

A. Trademark Application Nos. Cont.

- 75/975808
- 75/976982
- 75/339905
- 75/329326
- 75/659417
- 75/743514
- 75/743513

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

Michael Moon
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90071

6. Total number of applications and registrations involved:

18

7. Total fee:

\$465.00 (Enclosed)

8. Deposit Account Number:

N/A

12/29/1999 DWGUYEN 00000145 75421079

01 FC:481
02 FC:482

40.00 DP
425.00 DP

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.

Michael Moon
Name of Person Signing

Signature

December 10, 1999
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

LA1:872861.2

TRADEMARK
REEL: 002004 FRAME: 0842

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Empress Casino Joliet Corporation, an Illinois 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, Horseshoe Gaming Holding Corp., a Delaware corporation (“**Company**”), has entered into a Credit Agreement dated as of June 30, 1999 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Credit Agreement**”) 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**”), DLJ Capital Funding, Inc., as Syndication Agent, and Canadian Imperial Bank of Commerce, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”), pursuant to which 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, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of December 1, 1999 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 1, 1999 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, 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 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”):

(vii) 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 such 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 such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(viii) 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.

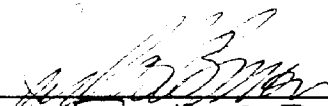
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein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

[Remainder of page 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 the 15th day of December, 1999.

**EMPRESS CASINO JOLIET CORPORATION,
an Illinois corporation**

By:


Name: JACK B. BINION
Title: Pres

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

<u>Registered Owner</u>	United States Trademark <u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
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EMPRESS TRADEMARKS & SERVICE MARKS

Mark	Serial No.	Filing Date	Owner	Status	Registration Date	International Class	Goods or Services
MISCELLANEOUS DESIGN OF A WOMEN WITH EXTENDED HAIR	75/421,079	1/21/98	Empress Casino Joliet Corporation	Pending Notice of Publication issued, 9/17/99	(n/a)	35, 41, 42	(IC 35) Casino services; casino services offered to preferred customers identified by cards; casino services featuring incentive awards and guest recognition for frequent casino patrons in the nature of discounts, goods and services by means of accumulating points on an electronic card through gaming play; (IC 41) casino services, and preferred customer program in the field of casino services; (IC 42) hotel services, restaurant services and retail shop services featuring novelties and souvenirs
THE EMPRESS	74/226,028	11/29/91	Empress Casino Joliet Corporation	Registered, Reg. No. 1,912,772	8/15/95	41	Casino services, not including dinner cruise ship services
EMPRESS	74/255,169	03/13/92	Empress Casino Joliet Corporation	Registered, Reg. No. 2,034,357	2/11/97	41	Casino services, not including dinner cruise ship services
EMPRESS	74/255,297	03/13/92	Empress Casino Joliet Corporation	Registered, Reg. No. 2,107,523	10/21/97	41	Casino services
EMPRESS	74/495,726	03/01/94	Empress Casino Joliet Corporation	Registered, Reg. No. 2,196,824	10/20/98	41	Casino services, not including dinner cruise ship services
EMPRESS (stylized)	74/495,672	03/01/94	Empress Casino Joliet Corporation	Registered, Reg. No. 2,196,822	10/20/98	41	Casino services, not including dinner cruise ship services
EMPRESS RIVER CASINO and design (woman with hair extended - black and white)	74/495,673	03/01/94	Empress Casino Joliet Corporation	Registered, Reg. No. 2,190,160	9/22/98	41	Casino services, not including dinner cruise ship services
EMPRESS RIVER CASINO and design (woman with hair extended - teal and gold)	74/495,676	03/01/94	Empress Casino Joliet Corporation	Registered, Reg. No. 2,196,823	10/20/98	41	Casino services, not including dinner cruise ship services

Mark	Serial No.	Filing Date	Owner	Status	Registration Date	International Class	Goods or Services
EMPRESSMILES	74/613,639	12/21/94	Empress Casino Joliet Corporation	Registered, Reg. No. 1,945,518	1/2/96	35	Promoting casino services through the administration of incentive award programs
EMPRESS	75/067,616	03/05/96	Empress Casino Joliet Corporation	Registered, Reg. No. 2,102,174	9/30/97	42	Hotel services
EMPRESS CASINO	75/070,785	03/11/96	Empress Casino Joliet Corporation	Registered, Reg. No. 2,190,220	9/22/98	41	Casino services
EMPRESS	75/975,808	02/16/96	Empress Casino Joliet Corporation	Registered, Reg. No. 2,220,630	1/26/99	3, 9, 16, 34	(IC 3) Perfume; (IC 9) binoculars and magnets; (IC 16) pens, pencils, photograph albums and playing cards; (IC 34) ashtrays, not of precious metals
EMPRESS	75/976,982	02/16/96	Empress Casino Joliet Corporation	Registered, Reg. No. 2,177,009	7/28/98	25	Clothing, namely T-shirts, sweat shirts, sweat shorts, tank tops, hats and jackets
THE JEWEL OF THE GREAT MIDWEST	75/339,905	05/13/97	Empress Casino Joliet Corporation	Registered, Reg. No. 2,165,984	6/16/98	41	Casino services
EXCITEMENT IS A LADY NAMED EMPRESS	75/329,326	05/13/97	Empress Casino Joliet Corporation	Registered, Reg. No. 2,159,095	5/19/98	41	Casino services
SUPER PAY ROYALS	75/659,417	3/12/99	Empress Casino Joliet Corporation	Pending (Office Action, 9/20/99)	(n/a)	9	Gaming devices
YOU CAN NEVER HAVE TOO MUCH FUN	75/743,514	7/2/99	Empress Entertainment, Inc. *	Pending	(n/a)	41	Casino services
YOUR NIGHTLIFE WILL NEVER BE THE SAME!	75/743,513	7/2/99	Empress Casino Joliet Corporation	Pending (Not yet assigned to an Examiner)	(n/a)	42	Night club

* Agreement assigning mark executed 11/22/99. Recordation pending to assign mark to Empress Casino Joliet Corporation

NOTE: CLUB CHAMELEON Trademark assigned to Irwin Productions creator of mark pursuant to Consulting Agreement; recordation pending

TRADEMARK

REEL: 002004 FRAME: 0848

EMPRESS STATE REGISTRATIONS

Mark	Serial No.	Owner	Status	Registration Date	International Class	Goods or Services
THE GREAT ESCAPE	Illinois Registration	Empress Casino Joliet Corporation	Reg. No. 77,295	10/12/95	—	Casino services and restaurant services
THE GREAT ESCAPE	Illinois Registration	Empress Casino Joliet Corporation	Reg. No. 77,294	10/12/95	—	Retail store services
CHICAGOLAND'S CASINO	Illinois Registration	Empress Casino Joliet Corporation	Reg. No. 74,175	3/8/94	—	Casino services
EMPRESS	Illinois Registration	Empress Casino Joliet Corporation	Reg. No. 69,775	1/22/92	—	Riverboat casino gambling, food and beverage, and entertainment
EMPRESS	Illinois Registration	Empress Casino Joliet Corporation	Reg. No. 69,776	1/2/92	—	Riverboat casino gambling, food and beverage, and entertainment

RECORDED: 12/14/1999

TRADEMARK
REEL: 002004 FRAME: 0849