

09-18-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



08-11-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #64

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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 Change of Name
- Other Amended Security Agreement and Collateral Assignment of License Agreement

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01 15/2000 MTHAI1 00000501 1940568

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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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

TRADEMARK
REEL: 002138 FRAME: 0820

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)

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Number of Properties Enter the total number of properties involved.

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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.

Marc A. Bergsman

Name of Person Signing

Signature

August 11, 2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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**SECURITY AGREEMENT AND COLLATERAL
ASSIGNMENT OF LICENSE AGREEMENT**

THIS SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF LICENSE AGREEMENT ("Assignment") is made and entered into as of May 23, 2000 by and between INDIANA RBG, L.P., a Delaware limited partnership ("IRBG"), HYATT DEVELOPMENT CORPORATION, a Delaware corporation ("Hyatt"), HYATT GAMING MANAGEMENT, INC., a Nevada corporation ("HGMI") and GRAND VICTORIA CASINO & RESORT, L.P., a Delaware limited partnership ("GVCR" or "Borrower", and together with IRBG, Hyatt and HGMI, hereinafter collectively referred to as, "Assignors") and WELLS FARGO BANK, National Association, as the administrative and collateral agent for the Lenders, the Swingline Lender and the L/C Issuer (all of which are defined in the Credit Agreement referred to below), hereinafter referred to, together with its successors and assigns, in such capacity, as "Agent Bank."

R E C I T A L S:

WHEREAS:

A. Hyatt and IRBG (collectively, "Licensees") are parties to that certain License Agreement dated as of September 19, 1995 (as the same may be amended from time to time, the "License Agreement") between Licensees and Elgin Riverboat Resort, an Illinois joint venture ("Licensor"), pursuant to which Assignor has been granted the right to use the Marks listed on Exhibit A and Advertising (as defined therein) in connection with the operation of the Casino Facilities (as defined in the Credit Agreement) all as more particularly described in the License Agreement.

B. Reference is also made to that certain Credit Agreement (as it may be hereafter renewed, extended, amended, restated or otherwise modified, the "Credit Agreement") executed concurrently, or substantially concurrent, herewith by and among GVCR, the Lenders therein named (each, together with their respective successors and assigns, individually being referred to herein as a "Lender" and collectively as the "Lenders"), the Swingline Lender therein named (referred to herein, together with its successors and assigns, as the "Swingline Lender"), the L/C Issuer therein named (referred to herein, together with its successors and assigns, as the "L/C Issuer"), and Agent Bank. Agent Bank, the Lenders, the Swingline Lender and the L/C Issuer are collectively referred to herein as the "Banks." All capitalized words and terms which are used herein (and which are not otherwise defined herein) shall have the respective meanings and be construed herein as provided in Section 1.01 of the Credit Agreement and any reference to a provision of the Credit Agreement shall be deemed to incorporate that provision as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

C. Pursuant to the Credit Agreement, and subject to the terms and conditions specified therein, the Lenders have agreed to provide a reducing revolving credit facility to Borrower with an initial maximum principal amount of Sixty Million Dollars (\$60,000,000) available for Borrowings thereunder subject to increase to Sixty-Five Million Dollars (\$65,000,000) on the terms set forth in Section 2.01(e) of the Credit Agreement (together with all

extensions, renewals, amendments, substitutions and other modifications thereof, the "Credit Facility"). The Credit Facility includes: (i) a subfacility for funding of Swingline Advances by the Swingline Lender on shorter notice and in lesser amounts than would otherwise be required for Borrowings under the Credit Facility (together with all extensions, renewals, amendments, substitutions, and other modifications thereof, the "Swingline Facility"); and (ii) a subfacility for issuance of Letters of Credit by the L/C Issuer for the account of Borrower (together with all extensions, renewals, amendments, substitutions, and other modifications thereof, the "L/C Facility" and, together with the Credit Facility and the Swingline Facility, the "Bank Facilities"); all as more particularly set forth by the Credit Agreement.

D. IRBG, Hyatt and HGMI are all Affiliates of Borrower and, as such, will derive direct and indirect benefits from the Bank Facilities.

E. It is a condition of the Bank Facilities that Assignors' rights and obligations under the License Agreement be collaterally assigned to Agent Bank in consideration of the Bank Facilities upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the Bank Facilities, Assignors do hereby, absolutely and unconditionally assign to the Agent Bank all of their rights and obligations under the License Agreement as follows:

1. Upon the occurrence of: (i) an Event of Default; and (ii) Agent Bank Possession (as defined below); (collectively, the "Possession Date"), then, so long as such Event of Default and such Agent Bank Possession continue, Agent Bank and/or any Collateral Affiliate (as defined below), shall be entitled to exercise all rights and privileges of the Licensees under the License Agreement (the "Licensee Entitlement") provided that the Licensee Entitlement shall terminate upon the earlier of (x) two (2) years after the Possession Date and (y) the date on which Agent Bank or its Collateral Affiliate transfers the Casino Facilities, or a substantial portion thereof, to another party. The Licensee Entitlement shall include, without limitation, the full power and authority to do any and all things which Assignors may be or may become entitled to do under the License Agreement, provided that any such rights of Agent Bank and/or Collateral Affiliate in the License Agreement shall not be assigned to any other person or entity. All references in this Section to (i) "Agent Bank Possession" shall mean acquisition by Agent Bank, or by a Collateral Affiliate, of substantially all of the business and assets of Borrower (pursuant to an exercise of Agent Bank's rights and remedies under the Security Documentation or conveyance(s) in lieu thereof) and (ii) "Collateral Affiliate" shall mean a receiver for Agent Bank or an Affiliate of Agent Bank. In no event shall an Affiliate of Agent Bank be a Collateral Affiliate if it is an entity otherwise engaged in the gaming business.

2. Assignors hereby grant a security interest (the "Security Interest") in all of their present and future right, title and interest under the Licensee Entitlement to Agent Bank as security for Borrower's payment and performance under the Bank Facilities and Loan Documents. Pursuant to the Security Interest, Agent Bank shall have all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code, except that: (i) no interest in the Licensee Entitlement shall be assigned to any other party or entity other than Agent Bank or a Collateral Affiliate; (ii) no rights and remedies may be exercised under the Licensee Entitlement until occurrence of the Possession Date (and only for so long as the underlying Event of Default

and Agent Bank Possession continue); and (iii) no rights or remedies may be exercised under the Licensee Entitlement after the earlier of (x) two (2) years after the Possession Date and (y) the date on which Agent Bank or its Collateral Affiliate transfers the Casino Facilities, or a substantial portion thereof, to another party.

3. The acceptance of this Assignment and the payment or performance under the License Agreement hereby assigned shall not constitute a waiver of any rights of the Banks under the terms of the Credit Agreement or any other Loan Document for the benefit of any of the Banks.

4. Assignors shall keep and perform the following with respect to the License Agreement:

(a) Assignors will not further assign any interest in the License Agreement or create or permit any line, charge, or encumbrance upon their interests in the License Agreement;

(b) Except to the extent otherwise permitted by the Credit Agreement, Assignors will not, without the prior written consent of Agent Bank:

(i) cause, or consent to, any cancellation, termination or surrender of the License Agreement;

(ii) permit any event to occur which would entitle any party to the License Agreement to terminate or cancel said Agreement;

(iii) amend or modify License Agreement if such amendment or modification would be reasonably likely to materially and adversely affect the Casino Facilities; or

(iv) give any consent, waiver or approval which would impair Assignors' interest in the License Agreement.

5. Assignors agree that this Assignment and the designation and directions herein set forth are irrevocable. So long as: (i) this Assignment and/or the designation and directions set forth herein are in effect; (ii) any obligation of Borrower under any of the Bank Facilities remains unsatisfied; or (iii) any of the Banks have any obligation, whether contingent or otherwise, to advance any funds under any of the Bank Facilities or any of the Loan Documents; Assignors will not make any other assignment, designation or direction inconsistent herewith (except as otherwise permitted in the Credit Agreement), and any such assignment, designation or direction which is inconsistent herewith shall be void. Assignors will, from time to time, execute all such instruments of further assurance and all such supplemental instruments as may be reasonably required by Agent Bank.

6. Borrower covenants and represents that Assignors have the full right and title to assign the License Agreement in the manner described herein; that no other assignments of its interests in the License Agreement have been made; that no notice of termination has been

served on them with respect to the License Agreement; and that there are presently no defaults existing under the License Agreement.

7. The full performance of the terms contained in the Credit Agreement and the other Loan Documents and the due release and termination of the Security Documentation shall render this Assignment void. Upon such performance, release and termination, Agent Bank, at the request and the expense of Borrower, will deliver either an instrument canceling this Assignment or assigning the rights of the Agent Bank hereunder, as Borrower shall direct.

8. All of the rights and remedies of Agent Bank hereunder are cumulative and not exclusive of any other right or remedy which may be provided for hereunder or under any other Loan Document. Nothing contained in this Assignment and no act done or omitted by Agent Bank, or any of the Banks, pursuant to its terms shall be deemed a waiver by Agent Bank, or any of the Banks, of any rights or remedies under the Loan Documents, and this Assignment is made and accepted without prejudice to any rights or remedies possessed by Agent Bank, or any of the Banks, under the terms of the Loan Documents.

9. This Assignment shall be governed by the internal laws of the State of Indiana without regard to principles of conflict of law.

10. This Assignment may be executed in any number of separate counterparts with the same effect as if the signatures hereto and hereby were upon the same instrument. All such counterparts shall together constitute one and the same document.

11. It is understood and agreed that, by virtue of its execution and delivery of this Assignment, neither IRBG, Hyatt nor HGMI shall be deemed to be a maker, surety or other obligor of any Borrower's Obligations (as defined by the Credit Agreement); however, nothing contained in this Section 11 shall relieve IRBG, Hyatt or HGMI from: (i) the assignment and pledge made hereby; or (ii) their respective obligations to comply with the terms and conditions hereof; or (iii) the entitlement of Agent Bank to exercise the remedies provided herein. It is further provided that nothing contained in this Section 11 shall relieve IRBG of any obligation which it may have by virtue of its status as a general partner of Borrower.

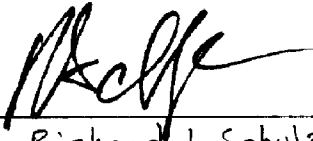
(signature page follows)

IN WITNESS WHEREOF, the parties have executed the foregoing instruments as of the day and year first above written.

ASSIGNOR:


INDIANA RBG, L.P., a Delaware limited partnership

By: HCCC Corp., a Delaware corporation, its General Partner

By: 
Name: Richard L. Schulze
Title: VP

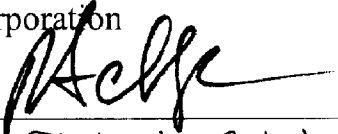
AGENT BANK:

WELLS FARGO BANK, National Association, Agent Bank

By: 
Sue Fuller
Vice President


ASSIGNOR:

HYATT DEVELOPMENT CORPORATION, a Delaware corporation

By: 
Name: Richard L. Schulze
Title: Vice Chairman

ASSIGNOR:

HYATT GAMING MANAGEMENT, INC., a Nevada corporation

By: 
Name: Harold S. Handelsman
Title: VP

ASSIGNOR:

GRAND VICTORIA CASINO &
RESORT, L.P., a Delaware limited
partnership

By: Indiana RBG, L.P., a Delaware
limited partnership,
its General Partner

By: HCCC Corp., a Delaware
corporation, its General
Partner

By



Name: Richard L. Schulze

Title VP

EXHIBIT A

<u>Name</u>	<u>Serial No.</u>
Grand Victoria Casino	74/526,535
Grand Victoria Casino & Design (entertainment)	74/526,536
Grand Victoria	74/625,271
Grand Victoria Casino & Design (t-shirts)	74/550,408