

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Isle of Capri Casinos, Inc.		02/04/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Administrative Agent
Street Address:	300 Madison Avenue
Internal Address:	Attn: Agency Services Dept.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	78366812	CASINO ROW
Serial Number:	78316916	ISLE DOWNS
Serial Number:	78361431	ISLE NET
Serial Number:	78354298	ISLEONE GAMEFUNDS
Serial Number:	78478353	MEET ME AT THE STATION!
Serial Number:	78316893	THE ISLE
Registration Number:	1636938	BLUSHING LADY
Registration Number:	2846790	ISLE ONE
Registration Number:	1650606	LADY LUCK
Registration Number:	1613796	LADY LUCK
Registration Number:	1165866	LADY LUCK
Registration Number:	2238666	LADY LUCK
Registration Number:	1847065	LADY LUCK

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Registration Number:	1530253	LADY LUCK
Registration Number:	1528853	LUCKY LADY
Registration Number:	2794988	LUCKY WINS
Registration Number:	1535814	MAD MONEY
Registration Number:	1535808	MAD MONEY
Registration Number:	2833448	THE BEST CLUB. THE MOST REWARDS.
Registration Number:	2916815	THE BEST CLUB. THE MOST REWARDS.
Registration Number:	2325769	THE PLAYER'S PLACE

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: c/o O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	02/09/2005

Total Attachments: 4

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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 Third Amended and Restated Credit Agreement dated as of February 4, 2005 (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 listed on the signature pages thereof (each individually referred to herein as a “**Lender**” and collectively as “**Lenders**”), Canadian Imperial Bank of Commerce, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”), CIBC World Markets Corp., as lead arranger, and the other agents named therein; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the “**Lender Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Providers**”); and

WHEREAS, pursuant to the terms of a Second Amended and Restated Security Agreement dated as of February 4, 2005 (as amended, supplemented, restated 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; and

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 as security for the Secured Obligations (the “**Trademark Collateral**”):

1. 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 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 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

2. 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 (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity) (collectively, the “**Non-Assignable Agreements**”); 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.

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 4th day of January, 2005.

By: 
Name: _____
Title: _____

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

Registered Trademarks:

	REGISTERED OWNER	TRADEMARK DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
1.	Isle of Capri Casinos, Inc.	Blushing Lady	1636938	3/5/1991
2.	Isle of Capri Casinos, Inc.	Isle One	2846790	5/25/2004
3.	Isle of Capri Casinos, Inc.	Lady Luck	1650606 1613796 1165866 2238666 1847065 1530253	7/16/1991 9/18/1990 8/18/1981 4/13/1999 7/26/1994 3/14/1989
4.	Isle of Capri Casinos, Inc.	Lucky Lady	1528853	3/7/1989
5.	Isle of Capri Casinos, Inc.	Lucky Wins	2794988	12/16/2003
6.	Isle of Capri Casinos, Inc.	Mad Money	1535814	4/18/1989
7.	Isle of Capri Casinos, Inc.	Mad Money Design	1535808	4/18/1989
8.	Isle of Capri Casinos, Inc.	The Best Club. The Most Rewards.	2833448	4/13/2004
9.	Isle of Capri Casinos, Inc.	The Best Club. The Most Rewards. and Design	2916815	1/4/2005
10.	Isle of Capri Casinos, Inc.	The Player's Place	2325769	3/7/2000

Pending Trademarks:

	APPLICANT	TRADEMARK DESCRIPTION	APPLICATION NUMBER	FILING DATE
1.	Isle of Capri Casinos, Inc.	Casino Row	78/366812	2/12/2004
2.	Isle of Capri Casinos, Inc.	Isle Downs	78/316916	10/22/2003
3.	Isle of Capri Casinos, Inc.	Isle Net and Design	78/361431	2/3/2004
4.	Isle of Capri Casinos, Inc.	Isleone Gamefunds	78/354298	1/20/2004
5.	Isle of Capri Casinos, Inc.	Meet me at the station!	78/478353	9/3/2004
6.	Isle of Capri Casinos, Inc.	The Isle	78/316893	10/22/2003