Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CP Baton Rouge Casino, L.L.C.		01/03/2007	LIMITED LIABILITY COMPANY: LOUISIANA
Tahoe Horizon, LLC		01/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
Aztar Corporation		01/03/2007	CORPORATION: DELAWARE
Aztar Indiana Gaming Corporation		01/03/2007	CORPORATION: INDIANA
Ramada Express, Inc.		01/03/2007	CORPORATION: NEVADA
Columbia Properties Laughlin, LLC		01/03/2007	LIMITED LIABILITY COMPANY: NEVADA
JMBS Casino LLC		01/03/2007	LIMITED LIABILITY COMPANY: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch, as Collateral Agent	
Street Address:	11 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	Bank:	

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1933104	BELLE OF BATON ROUGE
Registration Number:	1663682	LAKE TAHOE HORIZON
Registration Number:	2879029	HORIZON
Registration Number:	1270320	TROP
Registration Number:	1530186	TROPICANA
Registration Number:	1558460	TROP PARK

TRADEMARK " REEL: 003480 FRAME: 0317

900069253

1 587 DO

Registration Number:	1563835	TROP WORLD
Registration Number:	1572514	TROPICANA
Registration Number:	1601455	AZTAR
Registration Number:	1601456	AZTAR
Registration Number:	1950116	DIAMOND CLUB
Registration Number:	2308620	WORLDS OF CASH
Registration Number:	2425905	TOURNAMENT OF CHAMPIONS
Registration Number:	2640895	FORTUNE DOME
Registration Number:	2722066	SLOT QUEST
Registration Number:	2766270	JACKPOT PARADISE
Registration Number:	2767943	CHICKEN CHALLENGE
Registration Number:	2805598	GAZILLIONS
Registration Number:	2820049	DIAMOND CLUB
Registration Number:	2828414	THE AMAZING CASH CONTRAPTION
Registration Number:	2971227	THE QUARTER AT TROPICANA
Registration Number:	2977511	INSTANT PAY- YOUR TICKET TO NO MORE WAITING
Registration Number:	2340391	EVERY DAY'S A PARTY
Registration Number:	2310332	PASSAGGIO ITALIAN GARDENS
Registration Number:	2385072	PASSAGGIO MARINARA SAUCE THICK AND SAVORY MEATLESS SAUCE FOR PASTA ITALIAN GARDENS
Serial Number:	78960659	RIVER PALMS
Serial Number:	76659827	BELLE OF BATON ROUGE
Serial Number:	78960673	BAYOU CADDY'S JUBILEE CASINO
Serial Number:	78670522	MONTBLEU
Serial Number:	78679337	MONTBLEU RESORT CASINO & SPA
Serial Number:	78567958	PERFECT ACCESSORIES & LEATHER
Serial Number:	78767385	LEHIGH VALLEY TROPICANA

CORRESPONDENCE DATA

Fax Number: (866)459-2899

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

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

TRADEMARK
REEL: 003480 FRAME: 0318

ATTORNEY DOCKET NUMBER:	377338
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	02/13/2007
Total Attachments: 9 source=377338#page1.tif source=377338#page2.tif source=377338#page3.tif source=377338#page4.tif source=377338#page5.tif source=377338#page6.tif source=377338#page7.tif source=377338#page8.tif source=377338#page8.tif	

TRADEMARK REEL: 003480 FRAME: 0319 TRADEMARK SECURITY AGREEMENT dated as of January 3, 2007 (this "Agreement"), among CP Baton Rouge Casino, L.L.C., a Louisiana limited liability company, Tahoe Horizon, LLC, a Delaware limited liability company, Aztar Corporation, a Delaware corporation, Aztar Indiana Gaming Corporation, an Indiana corporation, Ramada Express, Inc., a Nevada corporation, Columbia Properties Laughlin, LLC, a Delaware limited liability company, JMBS Casino LLC, a Mississippi limited liability company (each a "Grantor", and collectively, the "Grantors") and Credit Suisse, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of January 3, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Wimar OpCo, LLC, a Delaware limited liability company (the "Borrower"), Wimar OpCo Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), Columbia Sussex Corporation, a Kentucky corporation ("Columbia Sussex"), CP Laughlin Realty, LLC, a Delaware limited liability company ("CP Laughlin"), Columbia Properties Vicksburg, LLC, a Mississippi limited liability company ("Vicksburg"), JMBS Casino LLC, a Mississippi limited liability company ("Jubilee"), the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of January 3, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, CP Laughlin, Vicksburg, Jubilee, the lenders from time to time party thereto (the "Lenders") and Credit Suisse, as administrative agent and Collateral Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and

[[NYCORP:2656233]]

assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");
 - (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

[[NYCORP:2656233]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CP BATON ROUGE CASINO, L.L.C.

by:

Name: Richard M. FitzPatrick Title: Chief Financial Officer

TAHOE HORIZON, LLA

by:

Name: Alchard M. FitzPatrick Title: Chief Financial Officer

AZTAR CORPORATION

by:

Name: Richard M. FitzPatrick Title: Chief Financial Officer

AZTAR INDIANA GAMING

CORPORATION

by:

Name: Richard M. FitzPatrick Title: Chief Financial Officer

RAMADA EXPRESS, J

by:

Name: Richard M. FitzPatrick Title: Chief Financial Officer

COLUMBIA PROPERTIES LAUGHLIN,

LLC

by:

Name:Richard M. FitzPatrick Title: Chief Financial Officer

[[NYCORP:2656233]]

TRADEMARK
REEL: 003480 FRAME: 0322

JMBS CASIND LLC

by:

Name: Joseph A. Title: Manager

Yung

[[NYCORP:2656233]]

TRADEMARK

REEL: 003480 FRAME: 0323

CREDIT SUISSE, CAYMAN ISLANDS

BRANCH, as Collateral Agent,

by:

Name: CASSANDRA DROOGAN.
Title: VICE PRESIDENT

by:

Name: Title:

RI UKA MOHAN ASSOCIATE

[[NYCORP:2656233]]

TRADEMARK
REEL: 003480 FRAME: 0324

RECORDED: 02/13/2007