

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MTR GAMING GROUP, INC.		08/12/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	WILMINGTON TRUST FSB, as collateral agent
Street Address:	166 Mercer Street, Suite 2-R
Internal Address:	Attention: Adam Berman
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	Federal Savings Bank: NEW YORK

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	3628845	YOU'VE PICKED THE BETTOR WAY!
Serial Number:	78749585	BETTOR CASH
Serial Number:	78749569	BETTOR REWARDS
Registration Number:	3331681	IT'S BETTOR WITH US!
Registration Number:	3345168	RACELINEBET.COM
Registration Number:	3345146	RACELINEBET
Registration Number:	3529005	PRESQUE ISLE DOWNS
Registration Number:	3525647	PRESQUE ISLE DOWNS
Registration Number:	3078711	MTR
Registration Number:	3011445	
Registration Number:	2994602	THE SPA AT MOUNTAINEER
Registration Number:	3048779	WEST VIRGINIA DERBY
Registration Number:	3015021	WEST VIRGINIA DERBY

OP \$565.00 3628845

Registration Number:	2994601	THE SPA AT MOUNTAINEER
Registration Number:	2928952	THE HARV
Registration Number:	2928951	THE HARV
Registration Number:	2994578	THE GRANDE HOTEL AT MOUNTAINEER
Registration Number:	2930876	THE GRANDE HOTEL AT MOUNTAINEER
Serial Number:	77703193	THE BETTOR WAY
Serial Number:	77703142	ONE CLICK TO THE TRACK
Registration Number:	3465710	FORBIDDEN APPLE
Registration Number:	2511368	SPEAKEASY

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com, kristin.azcona@lw.com  
Correspondent Name: LATHAM & WATKINS LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-1001
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	08/12/2009

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 12, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by **MTR GAMING GROUP, INC.**, a Delaware corporation ("**MTR**"), and **MOUNTAINEER PARK, INC.**, a West Virginia corporation ("**MPI**" with MTRI, each, a "**Company**", and collectively, the "**Companies**"), in favor of **WILMINGTON TRUST FSB**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

**WHEREAS**, each Company is party to a Pledge and Security Agreement, dated as of August 12, 2009 (each, a "**Security Agreement**", and collectively, the "**Security Agreements**"), among such Company, the other Grantors party thereto and the Collateral Agent, pursuant to which the Companies granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Companies hereby agree with the Collateral Agent as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreements and used herein have the meaning given to them in the applicable Security Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**SECTION 2.1 Grant of Security.** Each Company hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Company's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"):

(a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, (vi) all payments and rights to payments arising out of the sale, lease, license, assignment or other disposition thereof, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, "**Trademarks**");

(b) any and all agreements, licenses and covenants providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark or permitting co-existence with respect to a

Trademark (whether such Company is licensee or licensor thereunder) including, without limitation, those listed or required to be listed in Schedule A attached hereto;

(c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; and

(d) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the applicable Security Agreement, and the Companies hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the applicable Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreements, the provisions of the Security Agreements shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

**SECTION 6. Intercreditor Agreement**

Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 12, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among the Companies, the other grantors party thereto, Wilmington Trust FSB, as Second Lien Collateral Agent (as defined therein), Wilmington Trust FSB, as Second Lien Trustee (as defined therein), the First Lien Administrative Agent (as defined therein) and the other Persons from time to time party thereto, at any time prior to the Discharge of First Lien Obligations (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[Signature Pages Follow]*

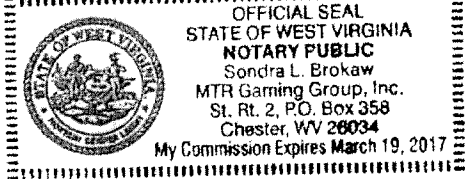
IN WITNESS WHEREOF, each Company has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MTR GAMING GROUP, INC.

By: [Signature]  
Name: John W. Bittner, Jr.  
Title: Exec. V.P. of Finance & Accounting

STATE OF West Virginia  
COUNTY OF Hancock )  
ss.

On this 10th day of August, 2009 before me personally appeared John W. Bittner, Jr. proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MTR Gaming Group, Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



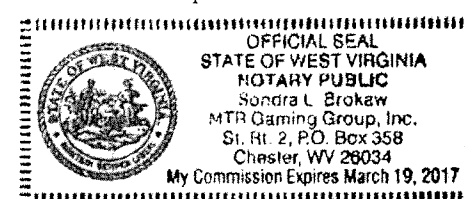
[Signature]  
Sondra L. Brokaw  
Notary Public

MOUNTAINEER PARK, INC.

By: [Signature]  
Name: John W. Bittner, Jr.  
Title: CFO/President


STATE OF West Virginia  
COUNTY OF Hancock )  
ss.

On this 10th day of August, 2009 before me personally appeared John W. Bittner, Jr. proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mountaineer Park, Inc. who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Sondra L. Brokaw  
Notary Public

Accepted and Agreed:  
**WILMINGTON TRUST FSB,**  
as Collateral Agent

By:   
Name: **Adam Berman**  
Title: **Vice President**

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004043 FRAME: 0234**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date / (Filing Date)</u>	<u>Registration No. / (Serial No.)</u>
MTR Gaming Group, Inc.	YOU'VE PICKED THE BETTOR WAY!	5/26/09 (11/8/05)	3628845 (78/749536)
MTR Gaming Group, Inc.	BETTOR CASH	(11/8/05)	(78/749585)
MTR Gaming Group, Inc.	BETTOR REWARDS	(11/8/05)	(78/749569)
MTR Gaming Group, Inc.	IT'S BETTOR WITH US!	11/6/07 (11/8/05)	3331681 (78/749516)
MTR Gaming Group, Inc.	RACELINEBET.COM (design)	11/27/07 (12/23/04)	3345168 (78/538038)
MTR Gaming Group, Inc.	RACELINEBET	11/27/07 (11/23/04)	3345146 (78/521586)
MTR Gaming Group, Inc.	PRESQUE ISLE DOWNS (design)	11/4/08 (2/16/04)	3529005 (78/368529)
MTR Gaming Group, Inc.	PRESQUE ISLE DOWNS	10/28/08 (2/16/04)	3525647 (78/368525)
MTR Gaming Group, Inc.	MTR (design)	4/11/06 (9/16/04)	3078711 (78/484572)
MTR Gaming Group, Inc.	(Design: Horse Racing In Front of Mountains)	11/1/05 (9/16/04)	3011445 (78/484568)
MTR Gaming Group, Inc.	THE SPA AT MOUNTAINEER (design)	9/13/05 (3/2/04)	2994602 (78/382982)
MTR Gaming Group, Inc.	WEST VIRGINIA DERBY	1/24/06 (3/11/04)	3048779 (78/382467)
MTR Gaming Group, Inc.	WEST VIRGINIA DERBY (design)	11/15/05 (3/11/04)	3015021 (78/382479)
MTR Gaming Group, Inc.	THE SPA AT MOUNTAINEER	9/13/05 (3/12/04)	2994601 (78/382968)
MTR Gaming Group, Inc.	THE HARV (design)	3/1/05 (3/2/04)	2928952 (78/377007)
MTR Gaming Group, Inc.	THE HARV	3/1/05 (3/2/04)	2928951 (78/377004)
MTR Gaming Group, Inc.	THE GRANDE HOTEL AT MOUNTAINEER (design)	9/13/05 (3/2/04)	2994578 (78/376792)
MTR Gaming Group, Inc.	THE GRANDE HOTEL AT MOUNTAINEER	3/8/05 (3/2/04)	2930876 (78/376786)
MTR Gaming Group, Inc.	MOUNTAINEER CASINO RACETRACK & RESORT	(12/6/07)	(77/345661)
MTR Gaming Group, Inc.	MOUNTAINEER CASINO RACETRACK & RESORT (design)	(12/13/07)	(77/350947)



<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date / (Filing Date)</u>	<u>Registration No. / (Serial No.)</u>
MTR Gaming Group, Inc.	THE BETTOR WAY	(3/31/09)	(77/703193)
MTR Gaming Group, Inc.	ONE CLICK TO THE TRACK	(3/31/09)	(77/703142)
MTR Gaming Group, Inc.	FORBIDDEN APPLE	7/15/08 (5/31/07)	3465710 (77/194260)
MTR Gaming Group, Inc.	TRIPLE CROWN BUFFET	(2/15/07)	(77/108366)
MTR Gaming Group, Inc.	SPEAKEASY	11/27/01 (7/6/98)	2511368 (75/513347)
Mountaineer Park, Inc.	BUGSY	(10/26/99)	(75/830932)