TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Detroit Entertainment, L.L.C.		103/01/2011	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.	
Street Address:	Address: 901 Main St., 14th Floor	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75202	
Entity Type:	national association: UNITED STATES	

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Serial Number:	77351866	A AMNESIA
Serial Number:	77351869	A
Serial Number:	77170759	AMNESIA
Serial Number:	77382384	ASSEMBLY LINE
Serial Number:	75773818	CLUB METRO
Serial Number:	77599507	D.TOUR
Serial Number:	75773815	IRIDESCENCE
Serial Number:	77382379	LACQUER
Serial Number:	76583935	MCC
Serial Number:	76583936	MCC
Serial Number:	77170907	MCC
Serial Number:	77171139	MCC
Serial Number:	77171221	MCC
Serial Number:	77171238	MCC TRADEMARK

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Serial Number:	77171254	MCC
Serial Number:	77171270	MCC
Serial Number:	77171356	мсс
Serial Number:	77171400	мсс
Serial Number:	77171411	мсс
Serial Number:	77382349	MCC
Serial Number:	77382356	MCC
Serial Number:	77382369	мсс
Serial Number:	77086169	MCC RADIO
Serial Number:	85223622	MCC RECORDS
Serial Number:	75646977	MOTOR CITIES CASINOS
Serial Number:	75727735	MOTOR CITY CASINO
Serial Number:	75717477	MOTORCITY C A S I N O
Serial Number:	75717478	MOTORCITY C A S I N O
Serial Number:	78784198	MOTORCITY CASINO
Serial Number:	77382376	MOTORCITY CASINO
Serial Number:	77171278	MOTORCITY CASINO·HOTEL
Serial Number:	77171250	MOTORCITY CASINO·HOTEL
Serial Number:	77171335	MOTORCITY CASINO·HOTEL
Serial Number:	75728114	MOTORCITY CASINO
Serial Number:	75727747	MOTORCITY CASINO
Serial Number:	77119605	MOTORCITY CASINO HOTEL
Serial Number:	77171218	MOTORCITY CASINO·HOTEL
Serial Number:	77171302	MOTORCITY CASINO·HOTEL
Serial Number:	77171365	MOTORCITY CASINO·HOTEL
Serial Number:	77171376	MOTORCITY CASINO·HOTEL
Serial Number:	77086167	MOTORCITY CASINO RADIO
Serial Number:	85223628	MOTORCITY CASINO RECORDS
Serial Number:	77171159	MOTORCITY CASINO-HOTEL
Serial Number:	77171181	MOTORCITY CASINO-HOTEL
Serial Number:	77062938	MOTORCITY ECASH
Serial Number:	77064419	MOTORCITY ECASH
Serial Number:	76447797	MOTORCITY PIT STOP
Serial Number:	77381984	MOTORCITY SPECTATORS
Serial Number:	77260381	REDEEM AT THE MACHINE
	TI .	TRADEMARK

Serial Number:	77787146	SIGNATURE CLUB
Serial Number:	76448873	SIGNATURE CLUB ELITE
Serial Number:	77170782	SOUND BOARD
Serial Number:	77351840	SOUND BOARD
Serial Number:	77351850	SOUND BOARD

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th fl

Address Line 2: (042541-0015)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(042541-0015)
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	03/03/2011

Total Attachments: 13

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AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST

This AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST, dated as of March 1, 2011 (this "Agreement"), is made by EACH OF THE PARTIES HERETO (each, a "Grantor"), in favor of BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (together with its successors and assigns in its capacity as collateral agent, the "Collateral Agent").

RECITALS:

WHEREAS, Grantors and Deutsche Bank Trust Company Americas, as collateral agent (the "Original Collateral Agent") entered into that certain Grant of Trademark Security Interest, dated as of April 25, 2005 (the "Original Agreement");

WHEREAS, CCM Merger Inc., a Michigan corporation (the "Borrower"), Deutsche Bank Trust Company Americas, as administrative agent (the "Original Administrative Agent"), Merrill Lynch, Pierce, Fenner & Smith Incorporated, and the lenders party thereto (the "Original Lenders") entered into that certain Revolving Credit and Term Loan Agreement, dated as of April 25, 2005 (as amended by that certain First Amendment to Revolving Credit and Term Loan Agreement, dated as of July 19, 2005, as further amended by that certain Second Amendment to Revolving Credit and Term Loan Agreement, dated as of February 2, 2009, as further amended by that certain Third Amendment to Revolving Credit and Term Loan Agreement, dated as of March 30, 2010, and as further amended, modified or supplemented prior to the date hereof, the "Original Credit Agreement"), pursuant to which the Original Lenders extended certain senior secured credit facilities to the Borrower;

WHEREAS, the Grantors and the Original Collateral Agent entered into that certain After-Acquired Intellectual Property Security Agreement, dated as of March 30, 2010 (the "Supplemental Agreement", and together with the Original Agreement, the "Grants of Trademark Security Interest"), whereby Grantors granted a security interest in additional "Trademark Collateral" (as defined therein);

WHEREAS, Borrower, the Original Administrative Agent, the Administrative Agent (as defined below) and the other parties thereto entered into that certain Resignation and Assignment Agreement, dated as of the date hereof (the "Resignation and Assignment Agreement"), pursuant to which, among other things, the Original Administrative Agent resigned as administrative agent, collateral agent, swing line lender and issuing bank under the Original Credit Agreement, and assigned its roles to Bank of America, N.A. thereunder;

WHEREAS, Borrower, the banks, financial institutions and other entities from time to time party thereto in the capacity of lenders and Bank of America, N.A., as administrative agent (the "Administrative Agent") entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which, among other things, the requisite lenders consented to the Resignation and Assignment Agreement and the parties thereto amended and restated the Original Credit Agreement;

WHEREAS, as a condition precedent to the Lenders obligations under the Credit Agreement, the Borrower and each Grantor have agreed to amend and restate the Grants of Trademark Security Interest by entering into this Agreement;

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WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Specified Hedging Agreements with one or more Specified Hedging Counterparties;

WHEREAS, in consideration of the extensions of credit and other accommodations of Secured Parties as set forth in the Credit Agreement and the Specified Hedging Agreements, respectively, each Grantor has agreed to secure such Grantor's obligations under the Loan Documents and the Specified Hedging Agreements as set forth herein; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agreement") among the Grantors, the Collateral Agent and the other parties named therein, each Grantor has created in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, and the Collateral Agent became a secured creditor with respect to, the Trademark Collateral (as defined below). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement and, if not defined therein, shall have the meanings ascribed thereto in the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, subject to the terms of the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, 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, to and under the following, in each case whether now owned or existing or hereafter acquired or arising (the "**Trademark Collateral**"):

- dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto, but excluding "intent-to-use" applications for any mark for which a statement of use has not been filed (but only until such statement is filed)) (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 (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto, but excluding "intent-to-use" applications for any mark for which a statement of use has not been filed (but only until such statement is filed)), 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 all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and
- (ii) 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 the Collateral Agent 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 Agreement, the term "**proceeds**" includes: (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (b) whatever is collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral; (insurance payable by reason of the loss,

nonconformity or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not the Collateral Agent is the loss payee thereof); and (f) whatever is receivable or received when the Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent 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.

This Agreement hereby amends, restates and supersedes in their entirety the Grants of Trademark Security Interest.

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IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CCM MERGER INC., a Michigan corporation, as a Grantor

Name: Marian Ilitch

Title: President, Treasurer and Secretary

IH GAMING, INC., a Michigan corporation, as a Grantor

Name: Marian Iliteh

Title: President

Z.R.X., L.L.C., a Michigan limited liability company, as a Grantor

By: IH Gaming, Inc., its management member

Name: Marian Ilitch Title: President

ATWATER CASINO GROUP, L.L.C., a Michigan limited liability company, as a Grantor

By: IH Gaming, Inc., its management member

Name: Marian Ilitch Title: President

[Amended and Restated Grant of Trademark Security Interest]

DETROIT ENTERTAINMENT, L.L.C., a Michigan limited liability company, as a Grantor

Name: Gregg Solomon

Title: Chief Executive Officer

[Amended and Restated Grant of Trademark Security Interest]

SCHEDULE A $$\rm TO$$ AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST

TM Records	Trademark	Status/	Owner	Ser./Reg./App. No.
	A AMNESIA and Design	Pending Filed: December 13, 2007	Detroit Entertainment, L.L.C.	SN:77-351866
US Federal f-2	AMNESIA A and Design	Pending Filed: December 13, 2007	Detroit Entertainment, L.L.C.	SN:77-351869
US Federal f-3	AMNESIA	Pending Filed: May 2, 2007	Detroit Entertainment, L.L.C.	SN:77-170759
US Federal	ASSEMBLY LINE	Registered	Detroit Entertainment,	SN:77-382384
f-4		July 14, 2009	L.L.C.	RN:3,655,482
US Federal		Registered:	Detroit Entertainment,	SN:75-773818
f-5		February 18, 2003	L.L.C.	RN:2,688,932
US Federal	D.TOUR	Registered	Detroit Entertainment,	SN:77-599507
f-6		June 2, 2009	L.L.C.	RN:3,630,789
US Federal	IRIDESCENCE	Registered:	Detroit Entertainment,	SN:75-773815
f-7		May 8, 2001	L.L.C.	RN:2,450,078
US Federal	LACQUER	Registered	Detroit Entertainment,	SN:77-382379
f-8		November 10, 2009	L.L.C.	RN:3,709,438
US Federal	MCC (Stylized)	Registered	Detroit Entertainment,	SN:76-583935
f-9		September 27, 2005	LLC	RN:3,000,005
US Federal	MCC (Stylized)	Registered	Detroit Entertainment,	SN:76-583936
f-10		March 22, 2005	LLC	RN:2,934,642

TM Records	Trademark	Status/	Owner	Ser./Reg./App. No.
US Federal f-11	MCC and Design	Pending Filed: May 2, 2007	Detroit Entertainment, L.L.C.	SN:77-170907
US Federal f-12	MCC and Design	Registered October 14, 2008	Detroit Entertainment, L.L.C.	SN:77-171139 RN:3,517,311
US Federal f-13	MCC and Design	Registered August 4, 2009	Detroit Entertainment, L.L.C.	SN:77-171221 RN:3,664,157
US Federal f-14	MCC and Design	Pending Filed: May 2, 2007	Detroit Entertainment, L.L.C.	SN:77-171238
US Federal f-15	MCC and Design	Registered July 14, 2009	Detroit Entertainment, L.L.C.	SN:77-171254 RN:3,655,237
US Federal f-16	MCC and Design	Registered July 14, 2009	Detroit Entertainment, L.L.C.	SN:77-171270 RN:3,655,238
US Federal f-17	MCC and Design	Pending Filed: May 2, 2007	Detroit Entertainment, L.L.C.	SN:77-171356
US Federal f-18	MCC and Design	Registered March 2, 2010	Detroit Entertainment, L.L.C.	SN:77-171400 RN:3,755,092
	MCC and Design	Registered	Detroit Entertainment,	SN:77-171411

TM Records	Trademark	Status/	Owner	Ser./Reg./App. No.
US Federal f-19		October 14, 2008	L.L.C.	RN:3,517,313
US Federal f-20	MCC and Design	Pending Filed: January 28, 2008	Detroit Entertainment, L.L.C.	SN:77-382349
US Federal f-21	MCC and Design	Pending Filed: January 28, 2008	Detroit Entertainment, L.L.C.	SN:77-382356
US Federal f-22	MCC and Design	Pending Filed: January 28, 2008	Detroit Entertainment, L.L.C.	SN:77-382369
US Federal f-23	MCC RADIO	Pending Filed: January 18, 2007	Detroit Entertainment, L.L.C.	SN:77-086169
US Federal f-24	MCC RECORDS	Pending Filed: January 21, 2011	Detroit Entertainment, L.L.C.	SN:85-223622
US Federal f-25		Registered May 10, 2005	Detroit Entertainment, L.L.C.	SN:75-646977 RN:2,947,034
US Federal f-26		Registered December 26, 2006	Detroit Entertainment, L.L.C.	SN:75-727735 RN:3,188,411
US Federal f-27	MOTORCITY CASINO	Registered January 2, 2007	Detroit Entertainment, L.L.C.	SN:75-717477 RN:3,190,362
US Federal f-28	MOTORCITY CASINO	Registered December 12, 2006	Detroit Entertainment, L.L.C.	SN:75-717478 RN:3,182,145
US Federal f-29	MOTORCITY CASINO	Registered May 20, 2008	Detroit Entertainment, L.L.C.	SN:78-784198 RN:3,432,977
US Federal f-30		Pending Filed: January 28, 2008	Detroit Entertainment, L.L.C.	SN:77-382376
US Federal		Pending	Detroit Entertainment, L.L.C.	SN:77-171278

TM Records	Trademark	Status/	Owner	Ser./Reg./App. No.
f-31		Filed: May 2, 2007		
US Federal f-32		Registered January 20, 2009	Detroit Entertainment, L.L.C.	SN:77-171250 RN:3,565,326
US Federal f-33		Registered July 28, 2009	Detroit Entertainment, L.L.C.	SN:77-171335 RN:3,661,365
US Federal f-34	MOTORCITY CASINO	Registered December 26, 2006	Detroit Entertainment, L.L.C.	SN:75-728114 RN:3,188,413
US Federal f-35	MOTORCITY CASINO	Registered December 26, 2006	Detroit Entertainment, L.L.C.	SN:75-727747 RN:3,188,412
US Federal f-36		Registered August 18, 2009	Detroit Entertainment, L.L.C.	SN:77-119605 RN:3,669,776
	٠٠٠٠٠ مُرْيِروس،	Pending Filed: May 2, 2007	Detroit Entertainment, L.L.C.	SN:77-171218
US Federal		Registered July 28, 2009	Detroit Entertainment, L.L.C.	SN:77-171302 RN:3,661,364
	MOTORCITY CASINO HOTEL (Stylized)	Pending Filed: May 2, 2007	Detroit Entertainment, L.L.C.	SN:77-171365
US Federal f-40		Registered February 3, 2009	Detroit Entertainment, L.L.C.	SN:77-171376 RN:3,570,440
US Federal f-41	MOTORCITY CASINO RADIO	Pending Filed: January 18, 2007	Detroit Entertainment, L.L.C.	SN:77-086167
US Federal	MOTORCITY CASINO RECORDS	Pending Filed: January 21, 2011	Detroit Entertainment, L.L.C.	SN:85-223628

TM Records	Trademark	Status/	Owner	Ser./Reg./App. No.
US Federal		Registered August 11, 2009	Detroit Entertainment, L.L.C.	SN:77-171159 RN:3,667,188
f-43	Watas/ita			
US Federal	MOTORCITY CASINO HOTEL	Registered February 17, 2009	Detroit Entertainment, L.L.C.	SN:77-171181 RN:3,576,988
f-44	Watas Site			
US Federal		Registered January 15, 2008	Detroit Entertainment, L.L.C.	SN:77-062938 RN:3,367,807
f-45	MOTORCITY ECASH	Registered	Detroit Entertainment,	SN:77-064419
US Federal		January 15, 2008	L.L.C.	RN:3,367,816
f-46				
	MOTORCITY PIT	Registered	Detroit Entertainment,	SN:76-447797
US Federal f-47	STOP	April 25, 2006	LLC	RN:3,085,795
	MOTORCITY SPECTATORS	Pending	Detroit Entertainment, L.L.C.	SN:77-381984
f-48	of Ec 1741 OKS	Filed: January 28, 2008	E.E.C.	
US Federal f-49	REDEEM AT THE MACHINE	Registered May 6, 2008	Detroit Entertainment, L.L.C.	SN:77-260381 RN:3,422,328
US Federal f-50	SIGNATURE CLUB	Registered June 8, 2010	Detroit Entertainment, L.L.C.	SN:77-787146 RN:3,798,651
US Federal	SIGNATURE CLUB ELITE	Registered: August 10, 2004	Detroit Entertainment, L.L.C.	SN:76-448873 RN:2,870,900
f-51				
US Federal f-52	SOUND BOARD	Registered March 10, 2009	Detroit Entertainment, L.L.C.	SN:77-170782 RN:3,587,866
US Federal f-53	SOUND BOARD SOUND BOARD	Registered March 31, 2009	Detroit Entertainment, L.L.C.	SN:77-351840 RN:3,599,654
	SOUND BOARD SOUND BOARD	Registered March 31, 2009	Detroit Entertainment, L.L.C.	SN:77-351850 RN:3,599,655

TM Records	Trademark	Status/	Owner	Ser./Reg./App. No.
US State s-55		MI: Registered March 12, 2004	Detroit Entertainment, L.L.C.	RN:M06261
US State s-56	CLUB METRO COINLESS	MI: Registered August 23, 2004	Detroit Entertainment, LLC	RN:M05489
US State s-57	COOL CASH GIVEAWAY	MI: Registered April 30, 2001	Detroit Entertainment, LLC	RN:M04223
US State s-58	MOTOR CITY CASINO	MI: Registered April 27, 1999	Detroit Entertainment, L.L.C.	RN:184
US State s-59	MOTORCITY PIT STOP	MI: Registered June 18, 2003	Detroit Entertainment, LLC	RN:M05450
US State s-60		MI: Registered May 13, 2004	Detroit Entertainment, LLC	RN:M06493
US State s-61	PASS ME THE MIC!	MI: Registered June 6, 2005	Detroit Entertainment, LLC	RN:M06166
US State s-62		MI: Registered March 6, 2001	Detroit Entertainment, LLC	RN:M03857
US State s-63	REWARD PLAY	MI: Registered April 20, 2004	Detroit Entertainment, L.L.C.	RN:M06433
US State s-64	SIGNATURE CLUB ELITE	MI: Registered September 23, 2002	Detroit Entertainment, LLC	RN:M04246
US State s-65	TAILLIGHTS	MI: Registered January 25, 2005	Detroit Entertainment, LLC	RN:M05789
US State s-66	THE PULSE OF DETROIT	MI: Registered March 12, 2004	Detroit Entertainment, L.L.C.	RN:M06263
US State s-67		MI: Registered March 10, 2005	Detroit Entertainment, LLC	RN:M05916
US State s-68	UNCOMMON FUN	MI: Registered March 10, 2005	Detroit Entertainment, LLC	RN:M05918
US State s-69	WE PAY YOUR BILLS	MI: Registered June 6, 2005	Detroit Entertainment, LLC	RN:M06168
US State s-70	WE TRICKED IT OUT, YOU DRIVE IT AWAY		Detroit Entertainment, LLC	RN:M05787
US State s-71	WE TRICKED IT OUT, YOU DRIVE IT OUT	MI: Registered June 21, 2005	Detroit Entertainment, LLC	RN:M04347
Canada	MOTOR CITIES CASINOS	Registered: July 24, 2006	Detroit Entertainment, L.L.C.	AN:1011743-00 RN:TMA668468

TM	Trademark	Status/	Owner	Ser./Reg./App. No.
Records				
ca-72				
	MOTORCITY CASINO	Registered:	Detroit Entertainment,	AN:1307568-00
Canada		July 6, 2010	L.L.C.	RN:TMA771292
ca-73				
	MOTORCITY CASINO	Registered	Detroit Entertainment,	AN:1364158-00
Canada	HOTEL	November 30, 2010	L.L.C.	RN:TMA783778
ca-74				
	MOTORCITY ECASH	Registered:	Detroit Entertainment,	AN:1347224-00
Canada		June 2, 2009	L.L.C.	RN:TMA741282
ca-75				
		Registered:	Detroit Entertainment,	AN:1347227-00
Canada	& DESIGN	May 21, 2009	L.L.C.	RN:TMA740507
ca-76	O ASH			
	SIGNATURE CLUB	Pending	Detroit Entertainment,	AN:1502880-00
Canada			L.L.C.	
ca-77		Filed:		
		November 8, 2010		

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RECORDED: 03/03/2011