

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Riverside Casino & Golf Resort, LLC		12/14/2012	Limited Company: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	5340 Kietzke Lane, Suite 201		
<b>Internal Address:</b>	Attn: Felis Gallues, Vice President		
<b>City:</b>	Reno		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89511		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85119539	RIVERSIDE CASINO & GOLF RESORT R	
<b>Serial Number:</b>	85119484	RIVERSIDE CASINO & GOLF RESORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125065151		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-506-5271		
<b>Email:</b>	lpartmann@orrick.com		
<b>Correspondent Name:</b>	Derek A. Gluckman		
<b>Address Line 1:</b>	51 West 52nd Street		
<b>Address Line 2:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6142		
<b>ATTORNEY DOCKET NUMBER:</b>	1696.554		
<b>NAME OF SUBMITTER:</b>	Derek A. Gluckman		

CH \$65.00 85119539

**TRADEMARK**

Signature:	/Derek A. Gluckman/
Date:	12/20/2012
Total Attachments: 4 source=EXECUTED Grant of Security Interest -Trademarks (Riverside 2012)#page1.tif source=EXECUTED Grant of Security Interest -Trademarks (Riverside 2012)#page2.tif source=EXECUTED Grant of Security Interest -Trademarks (Riverside 2012)#page3.tif source=EXECUTED Grant of Security Interest -Trademarks (Riverside 2012)#page4.tif	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 14, 2012, is executed by Riverside Casino & Golf Resort, LLC ("Grantor"), in favor of Wells Fargo Bank, National Association, as collateral agent (in such capacity, "Collateral Agent") for the Secured Parties (as defined in the below-described Credit Agreement).

A. Pursuant to the Amended and Restated Credit Agreement dated as of the date hereof, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Grantor, Collateral Agent and the lenders party thereto, the lenders have agreed to extend certain credit facilities to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. In connection with the contemplated credit facilities and as security therefor, Grantor has executed, among other agreements, a Security Agreement dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Collateral Agent; and

D. Pursuant to the Security Agreement, Grantor has granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all of Grantor's assets, including all right, title and interest of Grantor in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Collateral Agent, for the benefit of the Secured Parties, a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Credit Agreement).

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby 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.

Collateral Agent's address is:

Wells Fargo Bank, National Association  
5340 Kietzke Lane, Suite 201  
Reno, Nevada 89511  
Attention: Felis Gallues, Vice President  
Phone: (775) 689-6019  
Fax: (775) 689-6026  
E-mail: galluefm@wellsfargo.com

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

RIVERSIDE CASINO & GOLF RESORT, LLC,  
an Iowa limited company

By:   
Name: Daniel J. Kehl  
Title: Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark


Reg. Date

Reg. No.

[NONE]

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Date</u>	<u>Application No.</u>
 RIVERSIDE CASINO & GOLF RESORT	8/31/2010	85/119,539
RIVERSIDE CASINO & GOLF RESORT	8/31/2010	85/119,484