

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wild Rose Entertainment, L.L.L.P.		09/19/2014	LIMITED LIABILITY LIMITED PARTNERSHIP: IOWA
RECEIVING PARTY DATA			
Name:	Bankers Trust Company, as collateral agent		
Street Address:	453 7th Street		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50309-2728		
Entity Type:	State Chartered Bank: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3676051	WILD ROSE CASINO & RESORT	
Registration Number:	3676052	WILD ROSE CASINO & RESORT	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612.492.6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	484538-00014		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	09/23/2014		
Total Attachments: 5			
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Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of September 19, 2014, by and from WILD ROSE ENTERTAINMENT, L.L.L.P. (the “Grantor”), to and in favor of BANKERS TRUST COMPANY, a state chartered bank (“Bankers Trust”), in its capacity as collateral agent (in such Capacity, the “Collateral Agent”) under the Collateral Agency Agreement (as defined below) for the benefit of the Secured Parties (as defined in the Collateral Agency Agreement defined below).

WHEREAS, Goldfinch Entertainment, L.L.L.P., an Iowa limited liability limited partnership (“Goldfinch”), Bankers Trust, as administrative agent, Dubuque Bank & Trust, as a lender (“DB&T”) and the other lenders from time to time party thereto (collectively, the “Goldfinch Lenders”) have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the “Goldfinch Credit Agreement”) pursuant to which, the Goldfinch Lenders have agreed, among other things, to extend Goldfinch certain credit accommodations.

WHEREAS, Wild Rose Entertainment, L.L.L.P., an Iowa limited liability limited partnership (“WRE”), Bankers Trust, as administrative agent, DB&T, as a lender and the other lenders from time to time party thereto (collectively, the “WRE Lenders”) have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the “WRE Credit Agreement”) pursuant to which the WRE Lenders have agreed, among other things, to extend to WRE certain credit accommodations.

WHEREAS, Wild Rose Clinton, L.L.C., an Iowa limited liability company (“Clinton”), and DB&T (the “Clinton Lender”) have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the “Clinton Credit Agreement”) pursuant to which the Clinton Lender has agreed, among other things, to extend to Clinton certain credit accommodations.

WHEREAS, Wild Rose Emmetsburg, L.L.C., an Iowa limited liability company (“Emmetsburg”), and Bankers Trust (the “Emmetsburg Lender”) have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the “Emmetsburg Credit Agreement”) pursuant to which the Emmetsburg Lender has agreed, among other things, to extend to Emmetsburg certain credit accommodations.

WHEREAS, Wild Rose Jefferson, L.L.C., an Iowa limited liability company (“Jefferson”) and Bankers Trust (the “Jefferson Lender”) have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the “Jefferson Credit Agreement”) and together with the Goldfinch Credit Agreement, the WRE Credit Agreement, the Clinton Credit Agreement, and the Emmetsburg Credit Agreement, the “Credit Agreements”) pursuant to which the Jefferson Lender has agreed, among other things, to extend to Jefferson certain credit accommodations.

WHEREAS, Bankers Trust, as the issuing bank (“LC Lender”) and together with the Goldfinch Lenders, the WRE Lenders, the Clinton Lender, the Emmetsburg Lender and the Jefferson Lender, the “Lenders”), has issued the Irrevocable Standby Letter of Credit Number

SB-200293, as amended from time to time, in favor of Iowa Racing and Gaming Commission, as beneficiary, dated October 27, 2011 in the face amount of \$350,000 (the "Letter of Credit") pursuant to an Irrevocable Standby Credit Application by Emmetsburg (the "LC Application"). The Letter of Credit, LC Application, and any other letter of credit documents related thereto are hereby incorporated herein by reference, and, as any of the same may be amended, modified, supplemented, extended, renewed, replaced or restated, are collectively referred to herein as the "LC Documents").

WHEREAS, the Grantor has entered into Guaranties dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time) pursuant to which the Grantor has agreed, among other things, to guarantee the obligations of the Borrowers under the Credit Agreements.

WHEREAS, the Grantor has granted security interests to the Collateral Agent under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Collateral Agent has entered into the Collateral Agency and Intercreditor Agreement of even date herewith (the "Collateral Agency Agreement") by and among the Collateral Agent, the WRE Administrative Agent (as defined in the Security Agreement), the Goldfinch Administrative Agent (as defined in the Security Agreement), the Revolving Lenders (as defined in the Security Agreement), and the Borrowers, pursuant to which the Secured Parties have appointed Bankers Trust as the Collateral Agent for the Secured Parties.

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Agency Agreement, the Security Agreement or the Credit Agreements, as the case may be.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranties. Upon the payment in full of all Obligations (other than contingent indemnification obligations, if any), the Collateral Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's

expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Collateral Agent a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

WILD ROSE ENTERTAINMENT, L.L.L.P., an Iowa limited liability limited partnership

By: Geode Management, Inc., an Iowa corporation, its General Partner

By: 

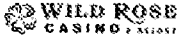
Name: Scott O. Ivers

Its: Chief Financial Officer

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	Reg. No.	Reg. Date
WILD ROSE CASINO & RESORT	3676051	9/1/2009
WILD ROSE CASINO & RESORT 	3676052	9/1/2009