

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343568

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Majestic Star Casino, LLC		05/29/2015	LIMITED LIABILITY COMPANY: INDIANA
Majestic Holdco, LLC		05/29/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4676061	PLAY 'EM FIRST
Registration Number:	4100000	THE BACC ROOM
Registration Number:	1579525	FITZ
Registration Number:	1639303	FITZ
Registration Number:	1599960	FITZGERALDS
Registration Number:	1676148	FITZGERALDS
Registration Number:	1677129	FITZGERALDS
Registration Number:	1677084	FITZGERALDS
Registration Number:	1682272	FITZGERALDS
Registration Number:	3449204	LUCK LIVES HERE
Registration Number:	3536206	LUCK LIVES HERE
Registration Number:	3238480	PROMO CASH
Registration Number:	2157290	MAJESTIC STAR
Registration Number:	1949064	GET REEL LUCKY
Registration Number:	2070160	SHAMROCK CAFE
Registration Number:	1930583	HAVE A LUCKY DAY!
Registration Number:	1648428	

CH \$940.00 4676061

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1645579	F
Registration Number:	2628353	F
Registration Number:	1646327	
Registration Number:	3533462	DROP IN
Registration Number:	3461189	MAJESTIC STAR CASINO & HOTEL
Registration Number:	3461190	MAJESTIC STAR CASINO & HOTEL
Registration Number:	1726385	WORLD HEADQUARTERS FOR LUCK
Registration Number:	1650374	
Registration Number:	1608541	BIGGER WINNERS, MORE OFTEN
Registration Number:	1593515	LUCKY LANE
Registration Number:	1586170	O'LUCKY
Registration Number:	1580679	LUCKY FOREST
Registration Number:	1579526	CERTIFIED LOOSE
Registration Number:	1580673	WE'RE COMMITTED TO MAKE YOU LUCKY
Serial Number:	86563172	CRAPS FREE CRAPS
Serial Number:	86346978	MAJESTIC PLAY4FUN
Serial Number:	86347033	MAJESTIC STAR CASINO HOTEL
Serial Number:	86347077	MAJESTIC STAR CASINO HOTEL
Serial Number:	86306708	MAJESTIC REWARDS
Serial Number:	86306682	MAJESTIC REWARDS

CORRESPONDENCE DATA

Fax Number: 2128721002

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.

Phone: 212.872.7422

Email: boh@akingump.com, kkoehler@akingump.com

Correspondent Name: Brian Jinwoo Oh

Address Line 1: One Bryant Park

Address Line 4: New York, NEW YORK 10036-6745

ATTORNEY DOCKET NUMBER:	695301-0001
NAME OF SUBMITTER:	Kwan Koehler
SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	06/04/2015

Total Attachments: 18

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of May 29, 2015, is made among **THE MAJESTIC STAR CASINO, LLC**, an Indiana limited liability company (the "Borrower"), **MAJESTIC HOLDCO, LLC**, a Delaware limited liability company ("Parent"), the undersigned direct and indirect subsidiaries of Parent party hereto (the "Subsidiaries") and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as the administrative agent and collateral agent for the below-referenced Lenders (in such capacities, together with its successors and permitted assigns, if any, in such capacities, "Agent"), with reference to the following:

WHEREAS, the Borrower, Parent and the Subsidiaries (such Subsidiaries, together with Parent, the "Guarantors" and the Guarantors, together with the Borrower, "Debtor"), the Lenders signatory thereto from time to time and Agent (Agent, collectively with the Lenders, the "Lender Group") have entered into that certain Loan Agreement, dated as of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to the Borrower, and pursuant to which Debtor has granted to Agent for the benefit of the Lender Group and any Permitted LC Issuer, if applicable, security interests in and liens on the Collateral (as defined in the Loan Agreement);

WHEREAS, Debtor has executed that certain Pledge and Security Agreement, of even date herewith (the "Pledge and Security Agreement"), in favor of Agent, pursuant to which Debtor has granted to Agent, for the benefit of the Lender Group and any Permitted LC Issuer, if applicable, security interests in and lien on (among other things) all general intangibles of Debtor; and

WHEREAS, pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lenders under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in and liens on the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be bound hereby, agree as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning ascribed to such term in the preamble hereto.

"Agreement" has the meaning ascribed to such term in the preamble hereto.

"Borrower" has the meaning ascribed to such term in the preamble hereto.

“Debtor” has the meaning ascribed to such term in the preamble hereto.

“Guarantors” has the meaning ascribed to such term in the preamble hereto.

“Lender Group” has the meaning ascribed to such term in the recitals hereto.

“Loan Agreement” has the meaning ascribed to such term in the recitals hereto.

“Parent” has the meaning ascribed to such term in the preamble hereto.

“Pledge and Security Agreement” has the meaning ascribed to such term in the recitals hereto.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, enforcement, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance (whether or not Agent is the loss payee thereof), indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means, with respect to Debtor, all liabilities, obligations (including the Obligations), or undertakings owing or to be owed by Debtor to the Lender Group or any Permitted LC Issuer, if applicable, of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, the Pledge and Security Agreement or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including attorneys’ fees), and expenses (including interest, costs, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have accrued irrespective of whether a claim therefor is allowed or allowable) and any and all other amounts which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Subsidiaries” has the meaning ascribed to such term in the preamble hereto.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of the security interest in any Trademark Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions related to such provisions.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein or in the Loan Agreement, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this

Agreement and the Loan Agreement that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations.

To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group and any Permitted LC Issuer, if applicable, a continuing security interest in and lien on all of Debtor's right, title and interest in, to and under the following property, whether now existing or hereafter created, acquired or arising and whether registered or unregistered and wherever the same may be located (collectively, the "Trademark Collateral"):

(i) 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, now existing or hereafter adopted or acquired, whether or not registered (including, without limitation, any of the foregoing that are listed on Schedule A), and with respect to any and all of the foregoing: (a) all licenses therefor held by Debtor, (b) all registrations and applications therefor including, without limitation, the registrations and applications required to be listed on Schedule A (as the same may be amended, modified, or supplemented from time to time), (c) all extensions or renewals of any of the foregoing, (d) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (e) 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, (f) 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, and (g) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Trademarks");

(ii) 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 in foreign countries;

(iii) all general intangibles related to or arising out of any of the Trademarks; and

(iv) all Proceeds of any and all of the foregoing.

Debtor hereby further acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in and lien on the Trademark Collateral granted hereby are

more fully set forth in the Loan Agreement and the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding the foregoing, no security interest shall be granted in, and the Trademark Collateral shall not include, any trademark applications filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the PTO; provided that the Trademark Collateral shall include proceeds of any such applications.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Loan Documents. This Agreement shall be fully incorporated into the Loan Agreement and the Pledge and Security Agreement and all understandings, agreements and provisions contained in the Loan Agreement and the Pledge and Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement and the Pledge and Security Agreement.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to the Required Lenders, and take any and all action, which Agent, in the exercise of its discretion or as directed by the Required Lenders, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in and lien on the Trademark Collateral held by Agent for the benefit of the Lender Group and any Permitted LC Issuer, if applicable, and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of Debtor, or in the name of Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its discretion deems necessary, or as the Required Lenders may request, in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in and lien on the Trademark Collateral held by Agent for the benefit of the Lender Group and any Permitted LC Issuer, if applicable, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Agent, in the exercise of its discretion, or at the direction of the Required Lenders, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including after the occurrence and during the continuance of any Event of Default, to (A) defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) assert or retain any rights under any license agreement for any of the Trademark

Collateral, and (C) execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group, in each case to the best of its knowledge, information, and belief, as follows:

(i) No Other Trademarks. Schedule A sets forth a true and correct list of all existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction and that are owned by Debtor.

(ii) Trademarks Subsisting. Each of Debtor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(iii) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral, (ii) Debtor is the sole and exclusive owner of the Trademark Collateral it purports to own, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, other than the License Agreement by and between The Majestic Star Casino, LLC (successor in interest to Majestic Investor Holdings, LLC) and Barden Nevada Gaming, LLC, dated December 7, 2001, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(iv) No Infringement. To the best of Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(v) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group and any Permitted LC Issuer, if applicable, security interests in and liens on the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

(vi) Valid and Perfected Liens. This Agreement is effective to create a valid and continuing security interest in and lien on and, upon the filing hereof with the PTO and the filing of appropriate financing statements with the filing offices set forth on Schedule 4.1(C) to the Pledge and Security Agreement, a perfected first priority security interest in and lien on all of the Trademark Collateral, and such perfected security interest and lien shall be enforceable as such as against any and all creditors of, and purchasers from, Debtor. Upon the filing of this Agreement with the PTO and the filing of appropriate financing statements with the filing offices set forth on Schedule 4.1(C) to the Pledge and Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's lien on the Trademark Collateral have been duly taken.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks and the other Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademark Collateral, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Agent prompt notice thereof. Debtor shall do all things reasonably deemed necessary by Agent or the Required Lenders in the exercise of its or their discretion to ensure the validity, perfection, priority and enforceability of the security interests and liens of Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, Debtor hereby authorizes Agent to modify, amend or supplement Schedule A hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedule A to be filed with the PTO.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent, any other member of the Lender Group or any Permitted LC Issuer, if applicable, shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent, any other member of the Lender Group or any Permitted LC Issuer, if applicable, hereunder or in connection herewith, none of Agent, any other member of the Lender Group or any Permitted LC

Issuer, if applicable, shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any “Event of Default” under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement, the Pledge and Security Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in and liens on any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent’s rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, including Agent’s rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion or at the direction of the Required Lenders, deems necessary, in the name of Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Agent for the benefit of the Lender Group and any Permitted LC Issuer, if applicable, and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests and liens hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement is a Loan Document. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and

supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may reexecute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 6 hereof. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any member of the Lender Group or Debtor, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Loan Agreement. Debtor acknowledges that the rights and remedies of Agent with respect to the security interest in and lien on the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement and the other Loan Documents and all such rights and remedies are cumulative. Subject to Section 1(c)(ix), in the event of any conflict between the provisions of this Agreement and the provisions of any other Loan Document, such other Loan Document shall control.

17. Termination. Subject to the terms of Section 18, upon the payment and performance in full in cash or immediately available funds of all Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest and lien granted by Debtor to Agent for the benefit of the Lender Group and any Permitted LC Issuer, if applicable, hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

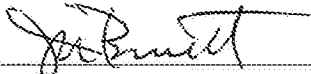
18. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Debtor for liquidation or reorganization,

should Debtor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Debtor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.


[Signature page follows]

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

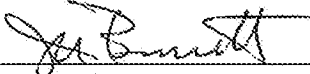
THE MAJESTIC STAR CASINO, LLC

By: 
Name: Jon Bennett
Title: Senior Vice President, Chief Financial
Officer and Treasurer

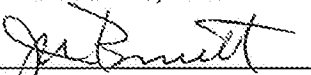
MAJESTIC MISSISSIPPI, LLC

By: 
Name: Jon Bennett
Title: Senior Vice President, Chief Financial
Officer and Treasurer

THE MAJESTIC STAR CASINO II, LLC

By: 
Name: Jon Bennett
Title: Senior Vice President, Chief Financial
Officer and Treasurer

MAJESTIC HOLDCO, LLC

By: 
Name: Jon Bennett
Title: Senior Vice President, Chief Financial
Officer and Treasurer

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Agent

By: J. Anderson
Name: **Jennifer Anderson**
Title: **Assistant Vice President**

[Signature Page to Trademark Security Agreement]






TRADEMARK
REEL: 005545 FRAME: 0979

Schedule A

Trademark Registrations:

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Status</u>	<u>Owner Name</u>	<u>Jurisdiction</u>
PLAY 'EM FIRST	App 85941857	Reg 4676061	Registered	THE MAJESTIC STAR CASINO, LLC	Federal
THE BACC ROOM	App 85173708	Reg 4100000	Registered	THE MAJESTIC STAR CASINO, LLC	Federal
FITZ	App 73805773	Reg 1579525	Renewed (Registered)	MAJESTIC STAR CASINO, LLC,	Federal
FITZ	App 73805768	Reg 1639303	Renewed (Registered)	MAJESTIC STAR CASINO, LLC,	Federal
FITZGERALDS	App 73805772	Reg 1599960	Renewed (Registered)	MAJESTIC STAR CASINO, LLC,	Federal
	App 74025209	Reg 1676148	Renewed (Registered)	MAJESTIC STAR CASINO, LLC,	Federal
	App 74025215	Reg 1677129	Renewed (Registered)	MAJESTIC STAR CASINO, LLC,	Federal
	App 74025210	Reg 1677084	Renewed (Registered)	MAJESTIC STAR CASINO, LLC,	Federal
	App 74025214	Reg 1682272	Renewed (Registered)	MAJESTIC STAR CASINO,	Federal


				LLC,	
LUCK LIVES HERE	App 77317428	Reg 3449204	Registered	MAJESTIC STAR CASINO, LLC	Federal
LUCK LIVES HERE	App 77317423	Reg 3536206	Registered	MAJESTIC STAR CASINO, LLC	Federal
PROMO CASH	App 78644899	Reg 3238480	Registered Supplemental Register	THE MAJESTIC STAR CASINO, LLC	Federal
MAJESTIC STAR	App 75052418	Reg 2157290	Renewed (Registered)	MAJESTIC STAR CASINO, LLC, THE	Federal
GET REEL LUCKY	App 74640222	Reg 1949064	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
SHAMROCK CAFE	App 74490615	Reg 2070160	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
HAVE A LUCKY DAY!	App 74460117	Reg 1930583	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
<i>Design Only</i> 	App 74025213	Reg 1648428	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
F 	App 74025206	Reg 1645579	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal



	App 78056505	Reg 2628353	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
<i>Design Only</i> 	App 74025208	Reg 1646327	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
DROP IN	App 77369514	Reg 3533462	Registered	MAJESTIC STAR CASINO, LLC	Federal
MAJESTIC STAR CASINO & HOTEL 	App 77307453	Reg 3461189	Registered	THE MAJESTIC STAR CASINO, LLC	Federal
MAJESTIC STAR CASINO & HOTEL 	App 77307464	Reg 3461190	Registered	THE MAJESTIC STAR CASINO, LLC	Federal
WORLD HEADQUARTERS FOR LUCK	App 74194227	Reg 1726385	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
<i>Design Only</i> 	App 74025211	Reg 1650374	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
BIGGER WINNERS, MORE OFTEN	App 74004138	Reg 1608541	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
LUCKY LANE	App 73823261	Reg 1593515	Renewed	THE	Federal

			(Registered)	MAJESTIC STAR CASINO, LLC	
O'LUCKY	App 73816063	Reg 1586170	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
LUCKY FOREST	App 73805771	Reg 1580679	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
CERTIFIED LOOSE	App 73805774	Reg 1579526	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal
WE'RE COMMITTED TO MAKE YOU LUCKY	App 73804664	Reg 1580673	Renewed (Registered)	THE MAJESTIC STAR CASINO, LLC	Federal

<u>Trademark Name</u>	<u>Owner Name</u>	<u>Status</u>	<u>Registration /Application Number</u>	<u>Jurisdiction</u>
Courtyard Grill & Buffet	The Majestic Star Casino, LLC	Registered	E0738802007-8	State (Nevada)
F & Design	The Majestic Star Casino, LLC	Registered	SM00200403	State (Nevada)
F & Design	The Majestic Star Casino, LLC	Registered	TM00200402	State (Nevada)
F (Stylized letters)	The Majestic Star Casino, LLC	Registered	TM00200406	State (Nevada)
F (Stylized letters)	The Majestic Star Casino, LLC	Registered	SM00200407	State (Nevada)
Fitz or The Fitz	The Majestic Star Casino, LLC	Registered	TM00200400	State (Nevada)
Fitz or The Fitz	The Majestic Star Casino, LLC	Registered	SM00200401	State (Nevada)
Fitzgeralds	The Majestic Star Casino, LLC	Registered	TM00200397	State (Nevada)
Fitzgeralds & Design	The Majestic Star Casino, LLC	Registered	SM00200398	State (Nevada)
Four Leaf Clover Design	The Majestic Star Casino, LLC	Registered	TM00200404	State (Nevada)
Majestic Star Key Rewards	The Majestic Star Casino, LLC	Registered	2010-0191	State (Indiana)
Majestic Wings N Things	The Majestic Star Casino, LLC	Registered	2007-0196	State (Indiana)
Majestic Wings N Things & Design	The Majestic Star Casino, LLC	Registered	2007-0197	State (Indiana)
Vue & Design	The Majestic Star Casino, LLC	Registered	E0613072006-8	State (Nevada)
Fitz or The Fitz	The Majestic Star Casino, LLC	Registered	TM00200399	State (Nevada)

Trademark Applications:

<u>Trademark Name</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Status</u>	<u>Owner Name</u>	<u>Jurisdiction</u>
CRAPS FREE CRAPS CRAPS FREE CRAPS	App 86563172		Pending Intent to Use	THE MAJESTIC STAR CASINO, LLC	Federal
MAJESTIC PLAY4FUN 	App 86346978		Published (Pending) Intent to Use	THE MAJESTIC STAR CASINO, LLC	Federal
MAJESTIC STAR CASINO HOTEL	App 86347033		Published (Pending)	THE MAJESTIC STAR	Federal

				CASINO, LLC	
MAJESTIC STAR CASINO HOTEL 	App 86347077		Published (Pending) Intent to Use	THE MAJESTIC STAR CASINO, LLC	Federal
MAJESTIC REWARDS MAJESTIC REWARDS	App 86306708		Published (Pending) Intent to Use	THE MAJESTIC STAR CASINO, LLC	Federal
MAJESTIC REWARDS	App 86306682		Pending Intent to Use	THE MAJESTIC STAR CASINO, LLC	Federal