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6-15-98



To the Honorable Commissioner of Patents and

100742602

ginal documents or copy thereof.

1. Name of conveying party(ies):

Station Casinos, Inc.

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Security Interest Assignment
- Merger
- Change of Name

Execution Date: March 19, 1996

2. Name and address of receiving party(ies):

Name: Bank of America NT & SA, as Managing Agent

Internal Address: Attn: J. Hammond

Street Address: 555 S. Flower St., 11th Floor

City: Los Angeles State: CA ZIP: 90071

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Schedule 1 attached

B. Trademark registration No.(s)

see Schedule 1 attached

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 3.41): \$ 715.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven L. Miller, Esq.  
Name of Person Signing

Signature

June 12, 1998  
Date

Total number of pages comprising cover sheet: 25

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

06/16/1998 TTDM11 00000224 2001416

01 FE:481  
02 FE:482

40.00 DP  
675.00 GP

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1741 FRAME: 0254

SCHEDULE 1

TO RECORDATION FORM COVER SHEET  
TRADEMARKS

MARK	Serial No.	Date App. Filed	Registration No.	Regis. Date
Loose Caboose	75-000,995		2,001,416	09/17/96
Loose Caboose	75-000,996		2,001,417	09/17/96
Rapid Reversible Progressive	75-029,262	12/07/95		
Millionaires in March	75-052,180	02/02/96		
Personal Jackpot	75-075,284	03/20/96		
Texas Station Gambling Hall & Hotel	75-128,238		2,121,064	12/16/97
Texas Station Gambling Hall & Hotel	75-128,237		2,097,143	09/16/97
Texas Station	75-128,244	07/01/96		
Texas Station	75-128,243		2,085,735	08/05/97
Barley's Casino & Brewing Company & Design	75-155,291		2,145,819	03/24/98
Boarding Pass	75-150,738		2,083,905	07/29/97
Sunset Station	75-150,734		2,106,796	10/21/97
Sunset Station	75-150,735		2,087,587	08/12/97
Pancho Villa's Cantina	75-167,335	09/17/96		
Bugatti's Little Italy	75-167,332	09/17/96		
Orleans Seafood Company	75-167,334	09/17/96		

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TRADEMARK  
REEL: 1741 FRAME: 0255



Feast Around the World	75-167,333	09/17/96		
Share the Wealth	75-150,740	08/14/96		
Costa Del Sol	75-207,709	12/04/96		
Choppermania	75-209-607	12/06/96		
Let's Get Ready to Gamble	75-240,940	02/11/97		
Gaudi Bar	75-304,563	06/06/97		
Station to Station Travel	75-304,564	06/06/97		
South Beach	75-429,204	02/05/98		
Cabo	75-429,205	02/05/98		
Battle Station	75-430,639	02/05/98		
Barley's	75-436.807	02/19/98		
Station Casinos	75-436,802	02/19/98		

## TRADEMARK SECURITY INTEREST ASSIGNMENT

This TRADEMARK SECURITY INTEREST ASSIGNMENT (the "Assignment") is made and entered into as of March 19, 1996 by Palace Station Hotel & Casino, Inc., a Nevada corporation, Boulder Station, Inc., a Nevada corporation, Texas Station, Inc., a Nevada corporation, St. Charles Riverfront Station, Inc., a Missouri corporation and Kansas City Station Corporation, a Missouri corporation (collectively, "Borrowers" and individually, "Borrower"), and those Subsidiaries of Station Casinos, Inc., a Nevada corporation ("Parent"), that become parties hereto in the manner provided in Section 8.2 of the Loan Agreement referred to below, and Parent, each of them, jointly and severally, as Grantors, in favor of Bank of America National Trust and Savings Association, as the Managing Agent under the Loan Agreement referred to below for the ratable benefit of each of the Banks which are parties to the Loan Agreement from time to time, as Secured Party, with reference to the following facts:

### RECITALS

A. Pursuant to the Amended and Restated Reducing Revolving Loan Agreement of even date herewith by and among Borrowers, the lenders from time to time a party thereto (collectively, the "Banks" and individually, a "Bank"), Parent (but only for the purpose of making the covenants set forth in Articles 8 and 9 of the Loan Agreement), Bank of Scotland and Societe Generale, as Co-Agents, and the Managing Agent (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Loan Agreement"), the Banks have agreed to extend certain credit facilities to Borrowers.

B. The Loan Agreement provides, as a condition of the availability of such credit facilities, that Grantors shall enter into this Assignment and shall grant security interests to Secured Party as herein provided.

C. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

D. This Trademark and Security Interest Assignment amends and restates, as of March 19, 1996, that certain Trademark Collateral Assignment dated as of March 19, 1996 (the "Superseded Trademark Assignment") heretofore executed and

delivered by the parties hereto. It is the intent of the parties hereto that the provisions of this Trademark and Security Interest Assignment set forth the intent of the parties with respect to the subject matter hereof and supersede, as of March 19, 1996, the provisions of the Superseded Trademark Assignment.

#### AGREEMENT

NOW, THEREFORE, in order to induce the Banks to extend the aforementioned credit facilities to Borrowers, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

1. Definitions. This Assignment is the Trademark Security Interest Assignment referred to in the Loan Agreement. Terms defined in the Loan Agreement and not otherwise defined in this Assignment shall have the meanings defined for those terms in the Loan Agreement. As used in this Assignment, the following terms shall have the meanings respectively set forth after each:

"Assignment" means this Trademark Security Interest Assignment, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, including, without limitation, any documents or agreements by which additional Grantors become party hereto.

"Collateral" means and includes all of the following: (a) all of Grantors' right, title, and interest in and to all of Grantors' trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof (collectively, the "Trademarks"), including those trademarks, terms, designs, and registrations described in Schedule 1 hereto; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including any claims by Grantors against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto ; provided, however, that any Prospective Trademark Rights shall be excluded from the "Collateral" for purposes hereof (and shall not be subject to the provisions of this Assignment), until and unless added hereto as contemplated by Section 4(e) hereof.

"Grantors" means Borrowers, Parent and those Significant Subsidiaries of Parent, if any, that become parties hereto as provided in Section 8.2 of the Loan Agreement hereof, and each of them, and any one or more of them, jointly and severally.

"Prospective Trademark Rights" means any applications for registration, intent-to-use registrations, and other prospective rights in future Trademarks of Grantors which do not presently constitute Trademarks.

"Secured Obligations" means any and all present and future Obligations of any type or nature of Grantors or any one or more of them to the Managing Agent, the Banks, and any one or more of them, arising under or relating to the Loan Documents or any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including Obligations of performance as well as Obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Grantor.

"Secured Party" means the Managing Agent who shall receive and hold the assignments made hereunder for the ratable benefit of each of the Banks which are parties to the Loan Agreement from time to time. Subject to the terms and conditions of the Loan Agreement, any right, remedy, privilege, or power of Secured Party shall be exercised by the Managing Agent.

2. Incorporation of Representations, Warranties, Covenants and Other Provisions of Loan Documents. This Assignment is one of the "Loan Documents" referred to in the Loan Agreement. All representations, warranties, affirmative and negative covenants and other provisions contained in any Loan Document that are applicable to Loan Documents generally are fully applicable to this Assignment and are incorporated herein by this reference as though fully set forth in full.

3. Assignment. For valuable consideration, Grantors and each of them hereby jointly and severally grant, assign, and convey to Secured Party, a security interest to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, in and to all of the presently existing and hereafter acquired Collateral. This Assignment is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them and notwithstanding the bankruptcy of any Grantor or any other Person or any other event or proceeding affecting any Person.

4. Representations, Warranties and Covenants. Guarantors, and each of them, represent, warrant and agree that:


(a) All of the existing Collateral is valid and subsisting in full force and effect, and Grantors own the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Grantors will, at their expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting, and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any Liens, claims, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as permitted by the Loan Agreement.

(b) As of the date hereof, none of Grantors or their Subsidiaries has any Trademarks registered, with the USPTO, or any similar office or agency in the United States, or any other country other than those described in Schedule 1.

(c) Grantors shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or nonexclusive license or sublicense relating thereto, except as permitted herein or in the Loan Agreement, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party. Nothing in this Assignment shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Each Grantor authorizes Secured Party to modify this Assignment by amending Schedule 1 to include any new trademark or service mark, and any trademark or service mark renewal of any Grantor applied for and obtained hereafter; and each Grantor shall, upon request of Secured Party from time to time execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the assignment of a security interest in each such Trademark.

(e) No Grantor nor any Subsidiary of any Grantor has abandoned any of the Trademarks, and no Grantor nor any Subsidiary of any Grantor will do any act, or omit to do any act, whereby any material Trademark may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Each Grantor shall notify Secured Party promptly if it knows, or has reason to know, of any reason why any registration, or recording may become abandoned, canceled, invalidated, or unenforceable.



(f) Grantors will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to maintain and protect Secured Party's security interest in the Trademarks.


(g) Grantors retain all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds the Managing Agent and each of the Banks harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any Affiliate or Subsidiary thereof.

(h) In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of, or with respect to, this Assignment, Grantors will not interpose any counterclaim of any nature.

(i) The execution, delivery and performance of this Assignment is within the power of Grantors and have been duly authorized by all necessary corporate action and to the best of each Grantor's knowledge do not contravene any Law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which any Grantor is a party or by which any of its property is bound.

(j) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Assignment under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other Law of the United States, the State of California, or of any countries or other States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to Secured Party its rights hereunder or its security interest in any of the Collateral, and each Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refileing (or the filing of any statement of continuation or





assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Each Grantor further authorizes Secured Party to have this or any other security agreement recorded or filed with the USPTO or other appropriate federal, state or government office.

(k) Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of any or all Grantors, such financing statements, collateral assignments, pledges and other documents and agreements, and to take such other action as Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any mortgages or Liens necessary or desirable to implement or effectuate the same, under any applicable Law, and Secured Party is hereby authorized to file on behalf of and in the name of any or all Grantors, at Grantors' sole expense, such financing statements, assignments, pledges and other documents in any appropriate governmental office.

(l) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantors fail to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees. Grantors will be liable to Secured Party for any such payment, which payment shall be deemed an advance by the Banks to Grantors, shall be payable on demand, together with interest at the rate(s) set forth in the Loan Agreement, and shall be part of the Secured Obligations.

5. Inspection. Each Grantor hereby grants to Secured Party and its representatives the right to inspect such Grantor's properties wherein the Trademarks are used and the products and records relating thereto.

6. Rights and Remedies. Upon the occurrence and during the continuance of any Event of Default under the Loan Agreement, and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Loan Agreement or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, any Grantor, except as such notice or consent is expressly provided for hereunder.



(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors or any Subsidiary of any Grantor.

(b) Secured Party may enforce its security interest in the Collateral, or any part thereof, either with or without special conditions or stipulations and take all actions permitted by law in connection with such enforcement, except that Secured Party agrees to provide Grantors with five (5) days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Parent, on behalf of all Grantors. Each Grantor hereby irrevocably appoints Parent as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to Parent. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 6(b). Secured Party shall have the power to buy the Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper in connection with the Collateral. In any such event, Grantors shall be liable for any deficiency.

(c) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 6(b) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantors agree to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

(d) Secured Party may first apply the proceeds actually received from any such use, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Loan Agreement. Grantors shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds,

and Grantors will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Loan Agreement.

(e) In connection with any use, assignment, sale, or other disposition of the Collateral, Grantors shall supply to Secured Party, or Secured Party's designee, Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution hereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under Law, the Loan Agreement, this Assignment, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

7. Waivers.

(a) Each Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Collateral and exercise its rights with respect thereto.

(b) Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Assignment and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Each Grantor hereby agrees that it will not invoke any Law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Assignment or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and each Grantor hereby irrevocably waives the benefits of all such Laws.

(c) Except for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the



time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Loan Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Loan Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

8. Costs and Expenses.

(a) Grantors will pay any and all charges, costs and taxes incurred in implementing or subsequently amending this Assignment, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and reasonable fees and disbursements of Secured Party's counsel incurred by Secured Party, and the allocated cost of in-house counsel to Secured Party, in connection with this Assignment, and in the enforcement of this Assignment and in the enforcement or foreclosure of any Liens, security interests or other rights of the Secured Party under this Assignment, or under any other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby.

(b) Grantors agree to reimburse Secured Party for and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, and the allocated cost of in-house counsel to the Secured Party, except losses, expenses and liabilities arising out of Secured Party's own gross negligence or willful misconduct.

9. Miscellaneous.

(a) Grantors and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) **This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the Laws of the United States, and, to the extent that the Laws of the United States are not applicable, by the Laws of the State of California applicable to contracts executed and performed in the State of California.**

(c) Any notice, request, demand or other communication required or permitted under this Assignment shall be in writing and shall be deemed to be properly given if done in accordance with Section 14.6 of the Loan Agreement.

(d) Except as otherwise set forth in the Loan Agreement, the provisions of this Assignment may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Grantors.

(e) Except as otherwise set forth in the Loan Agreement or this Assignment, any waiver of the terms and conditions of this Assignment, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Assignment to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.

(f) Any failure or delay by Secured Party to require strict performance by Grantors of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act or knowledge of Secured Party, its



agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantors, specifying such waiver.

(g) If any term or provision of this Assignment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

(h) If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment.

(i) This Assignment shall be binding upon, and for the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

(j) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

10. Continuing Effect. This Assignment shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets.

11. Additional Grantors. From time to time following the Amendment Effective Date, additional Subsidiaries of Parent may become parties hereto, as additional Grantors, by executing and delivering to Secured Party a Joinder Agreement substantially in the form of Exhibit F to the Loan Agreement, accompanied by such documentation as Secured Party may require in connection therewith, wherein such additional Grantors agree to become a party hereto and to be bound hereby. Upon delivery of such Joinder Agreement to and acceptance thereof by Secured Party, notice of which acceptance is hereby waived by Grantors, each such additional Grantor shall be as fully a party hereto as if such Grantor were an original signatory hereof. Each Grantor expressly agrees that its Secured Obligations and the Liens upon its Property granted herein shall not be affected or diminished by the addition or release of additional Grantors hereunder, nor by any election of Secured Party not to cause any Subsidiary of Parent to become an additional Grantor hereunder. This Assignment shall be fully effective as to any Grantor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.



12. Release of Grantors. This Assignment and all Secured Obligations of Grantors hereunder shall be released when all Secured Obligations have been paid in full in cash or otherwise performed in full and when no portion of the Commitments remain outstanding. Upon such release of Grantors' Secured Obligations hereunder, Secured Party shall return any Collateral to Grantors, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantors, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Assignment, all as reasonably requested by, and at the sole expense of, Grantors.

13. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Managing Agent under the Loan Assignment and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (including, without limitation, any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

14. Suretyship Provisions. Exhibit V to the Loan Agreement is hereby incorporated by this reference as if set forth in full in this Agreement. The terms "Borrower" and "Borrowers" in Exhibit V as incorporated herein are replaced with the terms "Grantor" and "Grantors" where appropriate and the term "Managing Agent" is replaced with the term "Secured Party" where appropriate.

15. WAIVER OF JURY TRIAL. EACH GRANTOR AND SECURED PARTY EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS ASSIGNMENT, THE LOAN ASSIGNMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH GRANTOR AND SECURED PARTY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO



CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS ASSIGNMENT, THE LOAN ASSIGNMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS ASSIGNMENT, THE LOAN ASSIGNMENT AND THE OTHER LOAN DOCUMENTS. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**16. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA.**

IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

"Grantors"

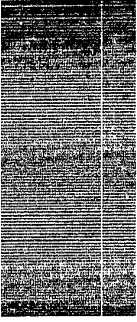
PALACE STATION HOTEL &  
CASINO, INC.,  
a Nevada corporation

BOULDER STATION, INC.,  
a Nevada corporation

By: Glenn C. Christenson  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer,  
Treasurer and  
Assistant Secretary

By: Glenn C. Christenson  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer  
and Treasurer





TEXAS STATION, INC.,  
a Nevada corporation

ST. CHARLES RIVERFRONT  
STATION, INC.,  
a Missouri corporation

By: *Glenn C. Christenson*  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer  
and Treasurer

By: *Glenn C. Christenson*  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer  
and Treasurer

KANSAS CITY STATION  
CORPORATION,  
a Missouri corporation

SUNSET STATION, INC.,  
a Nevada corporation

By: *Glenn C. Christenson*  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer  
and Treasurer

By: *Glenn C. Christenson*  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer  
and Treasurer

STATION CASINOS, INC.

ACCEPTED AND AGREED  
AS OF THE DATE FIRST  
ABOVE WRITTEN:

By: *Glenn C. Christenson*  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer  
and Treasurer

BANK OF AMERICA NATIONAL  
TRUST AND SAVINGS  
ASSOCIATION,  
as Managing Agent, and for  
and on behalf of the Banks

By: \_\_\_\_\_  
Janice Hammond,  
Vice President



TEXAS STATION, INC.,  
a Nevada corporation

ST. CHARLES RIVERFRONT  
STATION, INC.,  
a Missouri corporation

By: \_\_\_\_\_  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer  
and Treasurer

By: \_\_\_\_\_  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer  
and Treasurer

KANSAS CITY STATION  
CORPORATION,  
a Missouri corporation

SUNSET STATION, INC.,  
a Nevada corporation

By: \_\_\_\_\_  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer  
and Treasurer

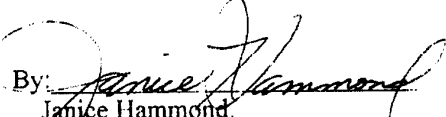
By: \_\_\_\_\_  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer  
and Treasurer

STATION CASINOS, INC

ACCEPTED AND AGREED  
AS OF THE DATE FIRST  
ABOVE WRITTEN:

By: \_\_\_\_\_  
Glenn C. Christenson  
Vice President,  
Chief Financial Officer  
and Treasurer

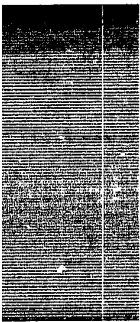
BANK OF AMERICA NATIONAL  
TRUST AND SAVINGS  
ASSOCIATION,  
as Managing Agent, and for  
and on behalf of the Banks

By:   
Janice Hammond,  
Vice President

**Schedule 1**  
**Station Casinos Inc. - Status of Federal Marks**

Mark	Serial No.	Date App. Filed	Registr. No.	Registr. Date	Int'l Classification
Fishermans Broiler	678,122		1,483,923	04/05/88	(42)
Fishermans Broiler	678,348		1,484,814	04/12/88	(42)
Palace Station w/design	672,616		1,494,589	06/28/88	(41)
Palace Station	672,621		1,479,936	03/08/88	(35)
Palace Station	672,619		1,480,097	03/08/88	(41)
Palace Station (stylized)	73-672,620		1,491,647	06/07/88	(42)
Palace Station w/design	672,618		1,494,641	06/28/88	(42)
Palace Station w/design	672,471		1,494,471	06/28/88	(35)
The Feast (stylized)	73-766,303		1,661,178	10/15/91	(42)
The Action Buffet	73-787,263		1,565,241	11/07/89	(42)
Reversible Royals	74-037,707		1,634,452	02/05/91	(41)
Pasta Palace	74-037,719		1,634,536	02/05/91	(42)
The Midnight Feast (stylized)	74-084,419		1,653,993	08/13/91	(42)
Kenomania	74-037,706		1,634,451	02/05/91	(41)
Boulder Station	74-037,775		1,661,188	10/15/91	(42)
The Feast	74-545,075		1,920,433	09/19/95	(42)
Boulder Station Casino	74-037,708		1,634,453	02/05/91	(41)
Flush Mania	74-338,983		1,788,565	08/17/93	(41)
Jumpin' Jacks	74-338,984		1,788,566	08/17/93	(41)
Double On Diamonds	74-338,989		1,798,260	10/12/93	(41)
8's or Better	74-338,987		1,804,853	11/16/93	(41)
"Bonus Sevens" Poker	74-338,988		1,793,011	09/14/93	(41)
Jokers Gone Wild	74-338,982		1,788,564	08/17/93	(41)
Fantastic Fives	74-338,985		1,798,259	10/12/93	(41)
Triple Pay Deuces Wild Poker	74-338,977		1,788,560	08/17/93	(41)
Sweetheart Royal Poker	74-338,980		1,788,562	08/17/93	(41)
Straight Flush Rush	74-338,979		1,788,561	08/17/93	(41)
Royal Court	74-388,981		1,788,563	08/17/93	(41)
Racey Aces	74-338,978		1,789,721	08/24/93	(41)
Aces Over Deuces	74-338,990		1,788,567	08/17/93	(41)

TRADEMARK  
REEL: 1741 FRAME: 0272



**Schedule 1**  
**Station Casinos Inc. - Status of Federal Marks**

Mark	Serial No.	Date App. Filed	Regist. No.	Regist. Date	Int'l Classification
Crazy Eights	74-338,986		1,874,258	01/17/95	(41)
Wild Wild West Casino & Hotel	74-369,446		2,053,006	4/15/97	(41)
Wild Wild West Casino & Hotel	74-369,447		2,053,007	4/15/97	(42)
Station Casinos	74-369,448		1,863,360	11/15/94	(42)
Station Casinos	74-369,445		1,864,405	11/22/94	(42)
Riverfront Station Casino	74-432,280		1,900,151	06/13/95	(41)
Car a Day in May Giveaway w/design	74-385,186		1,850,941	08/23/94	(41)
Sunset Station	74-601,470	11/21/94			(41)
Sunset Station	74-601,471	11/21/94			(42)
Car A Day	74-589,496		2,085,185	8/5/97	(41)
Car a Week Giveaway	74-638,713		1,951,225	01/23/96	(41)
Everybody Needs Some Texas	74-689,845	06/16/95			(42)
Everybody Needs Some Texas	75-689,844		2,046,546	3/18/97	(41)
Loose Caboose	75-000,995		2,001,416	9/17/96	(41)
Loose Caboose	75-000,996		2,001,417	9/17/96	(42)
Rapid Reversible Progressive	75-029,262	12/07/95			(41)
Millionaires in March	75-052,180	02/02/96			(41)
Personal Jackpot	75-075,284	03/20/96			(41)
Texas Station Gambling Hall & Hotel	75-128,238		2,121,064	12/16/97	(42)
Texas Station Gambling Hall & Hotel	75-128,237		2,097,143	9/16/97	(41)
Texas Station	75-128,244	07/01/96			(42)
Texas Station	75-128,243		2,085,735	8/5/97	(41)

TRADEMARK  
REEL: 1741 FRAME: 0273

**Schedule 1**  
**Station Casinos Inc. - Status of Federal Marks**

Mark	Serial No.	Date App. Filed	Regist. No.	Regist. Date	Int'l Classification
Barley's Casino & Brewing Company & Design	75-155,291		2,145,819	3/24/98	(42)
Boarding Pass	75-150,738		2,083,905	7/29/97	(41)
Sunset Station	75-150,734		2,106,796	10/21/97	(25)
Sunset Station	75-150,735		2,087,587	8/12/97	(21)
Pancho Villa's Cantina	75-167,335	09/17/96			(42)
Bugatti's Little Italy	75-167,332	09/17/96			(42)
Orleans Seafood Company	75-167,334	09/17/96			(42)
Feast Around the World	75-167,333	09/17/96			(42)
Share the Wealth	75-150,740	08/14/96			(41)
Costa Del Sol	75-207,709	12/04/96			(42)
Choppermania	75-209,607	12/06/96			(41)
Let's Get Ready To Gamble	75-240,940	02/11/97			(41)
Gaudi Bar	75-304,563	06/06/97			(42)
Station to Station Travel	75-304,564	06/06/97			(39)
South Beach	75-429,204	02/05/98			(41)
Cabo	75-429,205	02/05/98			(41)
Battle Station	75-430,639	02/05/98			(41)
Barley's	75-436,807	02/19/98			(41)
Station Casinos	75-436,802	02/19/98			(25)
Great Giveaway	Not yet avail	04/03/98			(41)
Personal Progressive	74/667,220	04/26/95			

TRADEMARK  
REEL: 1741 FRAME: 0274

**Schedule 1**  
**Station Casinos, Inc. - Status of State Marks**

State	Mark	Registration No.	Registration Date	Renewal Date	State Class	Goods/Services
Nevada	Bingo Palace	1,576	11/30/87	04/25/98	100	In connection with the operation, promotion & advertising of Gaming Casino, Hotel, Restaurant, Bar & Lounge services
Nevada	Palace Station	18,796	11/03/93	12/05/98	100	Gaming Casino, Restaurant & Bar
Nevada	Palace Station	18,796	11/17/83	12/3/98	100	Gaming casino & related bar & restaurant facilities
Nevada	Palace Station Casino	18,795	11/03/93	12/05/98	100	Gaming Casino, Restaurant & Bar
Nevada	Palace Station Casino w/logo	19,42	04/15/94	04/16/99	100	Casino
Nevada	Fishermans Broiler	19,212	04/29/94	07/24/99	101	Scafood Restaurant
Nevada	Fishermans Broiler (SM)	1,9213	04/29/94	07/24/99	101	Scafood Restaurant
Nevada	Car A Day Giveaway	19,856	10/04/95	10/02/00	101	Casino Promotion
Nevada	Car a Day in May Giveaway	19,782	06/23/95	08/19/00	101	Casino Promotion
Nevada	Southwest Services (and Logo)	21,317	9/28/97	9/27/02	101	Vending Services
Nevada	The Feast & design	22,233	11/28/88	11/28/98	100	Buffet Restaurant Services
Nevada	The Action Buffet	22,417	02/23/89	02/23/99	100	Restaurant Services
Nevada	Kenomania	23,436	03/09/90	03/09/00	107	Gaming Services - Brochures, Flyers, Direct Mail, Signs & Newspaper Advertisements
Nevada	Kolossal Keno	23,801	08/02/90	08/02/00	107	Gaming Services - Gaming Instruction Brochure
Nevada	Kolossus	23,800	08/02/90	08/02/00	107	Gaming Services
Nevada	Slot Club w/design	24,166	01/07/91	01/07/01	107	Gaming Promotion Services
Nevada	No Slot Club	24,165	01/07/91	01/07/01	107	Gaming Promotion Services
Nevada	The Midnight Feast(stv)	23,435	03/09/90	03/09/00	100	Restaurant Services
Nevada	Pasta Palace	23,434	03/09/90	03/09/00	100	Restaurant Services
Nevada	Boulder Station	23,433	03/09/90	03/09/00	107	Hotel Services
Nevada	Boulder Station	23,432	03/09/90	03/09/00	100	Casino Services
Nevada	The Feast	24,184	01/14/91	01/11/01	100	Miscellaneous
Nevada	Straight Flush Rush	25,802	12/17/92	12/17/02	107	Casino Services - Namely - Gaming

TRADEMARK  
REEL: 1741 FRAME: 0275



**Schedule 1**  
**Station Casinos, Inc. - Status of State Marks**

State	Mark	Registration No.	Registration Date	Renewal Date	State Class	Goods/Services
Nevada	Royal Court	25,801	12/17/92	12/17/02	107	Casino Services, namely, gaming machines
Nevada	Racey Aces	25,800	12/17/92	12/17/02	107	Casino Services, namely, gaming machines
Nevada	Jumpin' Jacks	25,799	12/17/92	12/17/02	107	Casino Services - Namely - Gaming Machines
Nevada	Jokers Gone Wild	25,798	12/17/92	12/17/02	107	Casino Services - Namely - Gaming Machines
Nevada	Flush Mania	25,797	12/17/92	12/17/02	107	Casino Services - Namely - Gaming Machines
Nevada	Fantastic Fives	25,796	12/17/92	12/17/02	107	Casino Services - Namely - Gaming Machines
Nevada	Double on Diamonds	25,795	12/17/92	12/17/02	107	Casino Services - Namely - Gaming Machines
Nevada	"Bonus Sevens" Poker	25,793	12/17/92	12/17/02	107	Casino Services - Namely - Gaming Machines
Nevada	Aces Over Deuces	25,792	12/17/92	12/17/02	107	Casino Services - Namely - Gaming Machines
Nevada	8's or Better	25,791	12/17/92	12/17/02	107	Casino Services - Namely - Gaming Machines
Nevada	Crazy Eights	25,794	12/17/92	12/17/02	107	Casino Services - Namely - Gaming Machines
Minnesota	Car-a-Day	20,691	05/07/93	05/07/03	41	Casino Promotion
Minnesota	Car-a-Day in May Giveaway	20,673	04/30/93	04/30/03	41	Casino Promotion
Minnesota	Car-a-Day in May	20,672	04/30/93	04/30/03	41	Casino Promotion
Nevada	Reversible Royals	23,437	03/09/90	03/09/00	107	Gaming Services
Nevada	Triple Pay Deuces Wild	25,804	12/17/92	12/17/02	107	Casino Services - Namely - Gaming Machines
Nevada	Sweetheart Royal Poker	25,803	12/17/92	12/17/02	107	Casino Services - Namely - Gaming Machines
Nevada	The Roaring Twenties	16,260	03/14/80	03/14/00	100	Casino Services
Nevada	The Feast w/design	22,233	11/28/88	11/28/98	100	Food Services

TRADEMARK  
REEL: 1741 FRAME: 0276

**Schedule 1**  
**Station Casinos, Inc. - Status of State Marks**

State	Mark	Registration No.	Registration Date	Renewal Date	State Class	Goods/Services
Nevada	Station Casino	26.89	03/22/93	03/22/03	100	Hotel Services
Nevada	Palace Station w/logo		07/28/87	07/28/02	100	Hotel, Lodging, Gaming Casino & Related Services
Nevada	Palace Station		07/28/87	07/28/02	100	Hotel, Lodging, Gaming Casino & Related Services
Nevada	Station Casinos	26.90	03/22/93	03/22/03	107	Casino Services
Missouri	Casino St. Charles	12.945	08/30/94	08/29/04	107	Casino Services
Missouri	St. Charles Riverfront Station	12.944	08/30/94	08/29/04	107	Casino Services
Missouri	Riverfront Station	12.946	08/30/94	08/29/04	107	Casino Services
Nevada	Loose Caboose	28.529	10/20/95	10/20/00	100	Restaurant & Bar Services
Nevada	Loose Caboose	28.530	10/20/95	10/20/00	107	Casino Services
Nevada	Barley's Casino & Brewing Company	28.582	11/08/95	11/08/00	107	Casino Services
Nevada	Texas	28.713	12/28/95	12/24/00	107	Casino & Live Entertainment Services
Nevada	Texas	28.714	12/28/95	12/28/00	100	Hotel, restaurant & bar services
Nevada	Everybody Needs Some Texas	28.717	12/28/95	12/28/00	107	Casino & Live Entertainment Services
Nevada	Everybody Needs Some Texas	28.718	12/28/95	12/28/00	100	Hotel, Restaurant & Bar Services
Nevada	Texas Gambling Hall & Hotel w/design	28.715	12/28/95	12/28/00	107	Casino & Live Entertainment Services
Nevada	Texas Gambling Hall & Hotel w/design	28.716	12/28/95	12/28/00	100	Hotel, Restaurant & Bar Services
Nevada	Black Mountain	28.865	03/05/96	03/05/01	48	Beer
Nevada	Blue Diamond	28.866	03/05/96	03/05/01	43	Beer
Nevada	Red Rock	28.867	03/05/96	03/05/01	43	Beer
Nevada	Ten-Gallon Breakfast Specials	293	05/07/96	05/07/01	100	Restaurant services
Nevada	Texas Big Bucks	294	05/07/96	05/07/01	107	Casino Services
Nevada	Lose the Blues Cruise Giveaway	297	05/07/96	05/07/01	107	Casino Services
Nevada	Dallas City Limits	298	05/07/96	05/07/01	107	Entertainment services
Nevada	Wild Wednesdays	292	05/07/96	05/07/01	107	Casino Services
Nevada	Crazy Mary's & Wild Bill's Brews	299	05/07/96	05/07/01	100	Bar and Tavern Services
Nevada	Margarita Madness	2,919	05/22/96	05/22/01	100	Bar and Restaurant services
Nevada	Texas Tycoons Giveaway	296	05/07/96	05/07/01	107	Casino Services
Nevada	Sunday Swing	295	05/07/96	05/07/01	107	Casino Services

TRADEMARK  
REEL: 1741 FRAME: 0277



**Schedule 1**  
**Station Casinos, Inc. - Status of State Marks**

State	Mark	Registration No.	Registration Date	Renewal Date	State Class	Goods/Services
Nevada	Texas Station Gambling Hall & Hotel	29.163	07/16/96	07/16/01	100	Hotel, restaurant & bar services
Nevada	Texas Station Gambling Hall & Hotel	29.162	07/16/96	07/16/01	107	Casino & live entertainment services
Nevada	Texas Station	29.164	07/16/96	07/16/01	100	Hotel, restaurant & bar services
Nevada	Texas Station	29.165	07/16/96	07/16/01	107	Casino & live entertainment services
Nevada	Super Bad Beat Jackpot	29.266	08/02/96	08/02/01	107	Casino Services
Nevada	Boarding Pass	29.326	08/21/96	08/21/01	107	Casino Services
Nevada	Super Bad-Beat Progressive	29.267	08/02/96	08/02/01	107	Casino Services
Nevada	The Bingo Hall w/design		08/21/96	08/21/01	107	Casino Services
Nevada	Sunset Station	29.408	09/23/96	09/23/01	100	Hotel and casino development services
Nevada	Sunset Station	29.407	09/23/96	09/23/01	107	Entertainment services
Nevada	Famous for Winners!	29.463	10/23/96	10/23/01	107	Casino services
Nevada	So Close You Can Touch the Stars	29.640	12/11/96	12/11/01	107	Entertainment services
Nevada	Beyond the Best	29.976	5/15/97	5/15/02	100	Hotel services
Nevada	Capri	30769	3/6/98	3/6/03	100	Restaurant and bar services
Nevada	Sunset Cafe	30770	3/6/98	3/6/03	100	Restaurant and bar services
Nevada	Bullfighter's Bar	30771	3/6/98	3/6/03	100	Bar services
Nevada	Rosalita's	30772	3/6/98	3/6/03	100	Restaurant and bar services
Nevada	Seville Bar	30767	3/6/98	3/6/03	100	Bar services
Nevada	Club Madrid	30.768	3/6/98	3/6/03	107	Showroom services
Nevada	VIVA SALSA	30.766	3/6/98	3/6/03	100	Restaurant and bar services
Nevada	ODDBALL BINGO	30.811	3/10/98	3/10/03	107	Bingo Promotion services
Missouri	Pancho Villa's Cantina	filed 2/12/98			100	Restaurant services
Nevada	CABO	30793	3/9/98	3/9/03	100	Hotel, casino and retail development services
Nevada	CABO	30792	3/9/98	3/9/03	39	Clothing
Nevada	CABO	30791	3/9/98	3/9/03	33	Drinking utensils
Nevada	South Beach	30790	3/9/98	3/9/03	100	Hotel, casino, retail development services
Nevada	South Beach	30789	3/9/98	3/9/03	39	Clothing
Nevada	South Beach	30788	3/9/98	3/9/03	33	Drinking Utensils
Nevada	Blue Chip Bingo				107	Bingo Promotional Services

RECORDED: 06/15/1998

TRADEMARK  
 REEL: 1741 FRAME: 0278