FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

M.D 6.10.99
6-10-99

06-11-1999

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- Effective Date Month Day Year
- [ ] Change of Name
- [X] Other COLLATERAL ASSIGNMENT OF LICENSE

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: RIVIERA BLACK HAWK, INC.

Execution Date Month Day Year: 6-3-99

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: COLORADO

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: IBJ WHITEHALL BANK & TRUST COMPANY

DBA/AKA/TA:

Composed of:

Address (line 1): ONE STATE STREET, 10th FLOOR

Address (line 2):

Address (line 3): NEW YORK (City) NY (State/Country) 10004 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [X] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: NEW YORK

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

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06/11/1999 DNGUYEN 00000054 75194182

01 FC:481 40.00 OP
02 FC:482 275.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (213) 485-1234

Name LATHAM & WATKINS

Address (line 1) 633 WEST FIFTH STREET, #4000

Address (line 2) LOS ANGELES, CA 90071

Address (line 3) ATTN: LIZ STERLING

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 7

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75194182	75567372	75567369	2090347		
75152286	75567373	75567370			
75567371	75567368	75423123			

Number of Properties

Enter the total number of properties involved. # 12

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 315.00

Method of Payment: Enclosed [X] Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

RIVIERA BLACK HAWK, INC.
DUANE K ROHN — Name of Person Signing

Duane K Rohn — Signature

6/3/99 — Date Signed

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Expires 06/30/99
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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: RIVIERA BLACK HAWK, INC. — 6-3-99

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other:

☒ Citizenship State of Incorporation/Organization: COLORADO

Receiving Party
Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2):

Address (line 3):

City | State/Country | Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other:

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☐ Citizenship/State of Incorporation/Organization:

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75421961					
74646349					

ASSIGNMENT OF TRADEMARK

Schedule 1

TRADEMARKS

TRADEMARK REGISTRATIONS

Under the Trademark License Agreement dated June 3, 1999, Grantor is a licensee of the marks listed below for use at the Riviera Black Hawk.

MARK	REGISTRATION NO.	DATE
Riviera	2,090,347	8/26/97

TRADEMARK APPLICATIONS

Under the Trademark License Agreement dated June 3, 1999, Grantor is a licensee of the marks listed below for use at the Riviera Black Hawk.

MARK	SERIAL NO.	DATE
$40 for $20	75/194,182	11/6/96
Bonus 21 Plus	75/152,286	8/19/96
Jack Pots	75/567,371	10/8/98
Jack Pots	75/567,372	10/8/98
Jack Pots	75/567,373	10/8/98
Loosie Slots	75/567,368	10/8/98
Loosie Slots	75/567/369	10/8/98
Loosie Slots	75/567/370	10/8/98
Nickel Heaven	75/423,123	1/26/98
Nickel Town	75/421,961	1/22/98
Riviera	74/646,349	3/13/95

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
Trademark License Agreement	Riviera Black Hawk, Inc. Riviera Operating Corporation	June 3, 1999

COLLATERAL ASSIGNMENT OF TRADEMARK

WHEREAS, RIVIERA BLACK HAWK, INC., a Colorado corporation (**"Grantor"**) and IBJ WHITEHALL BANK & TRUST COMPANY, a New York banking association, having an office at One State Street, 10th Floor, New York, New York 10004, as trustee (in such capacity, together with its successors and assigns, the **"Trustee"**), are entering into that certain Indenture dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the **"Indenture"**), pursuant to which Grantor shall issue its 13% First Mortgage Notes due 2005 With Contingent Interest (such Notes, together with any notes issued in replacement thereof or in exchange therefor, the **"Securities"**), in the original aggregate principal amount of $45,000,000;

WHEREAS, pursuant to the terms of the Security Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**; capitalized terms used and not otherwise defined herein have the meanings given in the Security Agreement), between Grantor and the Trustee (in such capacity, **"Grantee"**), Grantor has assigned and granted to Grantee for Grantee's benefit and the ratable benefit of the holders from time to time of the Securities (the **"Holders"**) a security interest in substantially all the assets of Grantor, including without limitation all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Obligations; and

WHEREAS, Grantor owns the Trademarks, Trademark registrations and Trademark applications, and is a party to the Trademark Licenses, listed for the Grantor on Schedule 1 annexed hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby assigns and conveys to Grantee a a continuing security interest in all of Grantor's its right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the **"Trademark Collateral"**), whether presently existing or hereafter created or acquired:

(1) (a) all registered and unregistered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, slogans and other source or business identifiers, and the related goodwill throughout the world and general intangibles associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political

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subdivision thereof, or otherwise, including without limitation those set forth on Schedule 1 hereto, and (b) all renewals thereof;

(2) any and all agreements, written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including without limitation those set forth on Schedule 1 hereto, but excluding any such agreement that prohibits the granting of a security interest therein, provided that the Grantor shall use its best efforts to obtain consent to the assignment of any such agreement; and

(3) all products and proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including without limitation the Trademarks and Trademark registrations referred to in Schedule 1 hereto, the Trademark registrations issued with respect to the trademark applications referred to in Schedule 1 hereto, and the Trademarks licensed under each Trademark License referred to in Schedule 1 hereto (subject to the terms of such Trademark License), or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

Grantee hereby accepts and receives a continuing security interest in all of Grantor's right, title and interest in and to the Trademark Collateral. The rights assigned and conveyed hereby shall include, but shall not be limited to, all rights to use, copy, modify and exploit Trademark Collateral; the right to exclude others from using Trademark Collateral; the right to license, assign, convey, and pledge Trademark Collateral to others; the right to sue others and to collect damages for past, present and future infringements of Trademark Collateral; the right to create derivatives of Trademark Collateral and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect trademark rights in Trademark Collateral.

This assignment and grant of security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the assignment and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Collateral Assignment of Trademark to be duly executed as of the 3rd day of June, 1999.

RIVIERA BLACK HAWK, INC.,
a Colorado corporation

By: _____
Name: DUANE KROHN
Title: CHIEF FINANCIAL OFFICER, SECRETARY, TREASURER

IBJ WHITEHALL BANK & TRUST COMPANY, a New York banking association, as trustee

By: _____
Name: STUART ROTHENBERG
Title: ASSISTANT VICE PRESIDENT

[Signature Page to Collateral Assignment of Trademark]

ACKNOWLEDGMENT

State of CALIFORNIA
County of Los Angeles

On 6-2-99, before me, Nahum Rios, Notary Public, personally appeared Duane R. Krohn, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~) or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Nahum Rios (Seal)

NAHUM RIOS
Commission # 1161522
Notary Public - California
Los Angeles County
My Comm. Expires Nov 13, 2001

ACKNOWLEDGMENT

State of NY
County of NY

On 6/3/99, before me, Eddie Jackson Jr. Notary Public, personally appeared Stuart Rothenberg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

EDDIE JACKSON JR.
Notary Public, State of New York
No. 43-4672758
Qualified in Richmond County
Commission Expires 1/31/01