

MPD 10-4-99



Tab settings → → → ▼

To the Honorable Commissioner of Patents

101161879

Attached original 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
- Merger
- Change of Name

Execution Date: August 25, 1999

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

Name: Bank of America, N.A., as
Collateral Agent
 Internal Address: Attn: Agency Management
 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 attached Exhibit A

B. Trademark registration No.(s)

see attached Exhibit A

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:

76

7. Total fee (37 CFR 3.41):..... \$ 1,915.00

- 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

September 30, 1999
Date

Total number of pages comprising cover sheet:

23

OMB No. 0951-0011 (exp. 4/94)

10/05/1999 MTHAI1 00000072 2253168

Do not detach this portion

01 FC:481
02 FC:482

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

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: 001964 FRAME: 0001

EXHIBIT A TO
 RECORDATION FORM COVER SHEET
 TRADEMARKS

8/24/1999

TRADEMARK	SERIAL #	FILED DATE	REGIST. #	REGIST. DATE	INT'L CLASS
Barley's	75/436,907	19 Feb 98	2,253,168	15-Jun-99	41
Battle Station	75/430,639	09 Feb 98	2,232,107	16-Mar-99	41
Station Casino	75/436,802	19 Feb 98	2,224,338	16-Feb-99	25
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Royal Court	74/338,981	10 Dec 92	1,788,563	17-Aug-93	41
Jumpin' Jacks	74/338,984	10 Dec 92	1,788,566	17-Aug-93	41
Sweetheart Royal Poker	74/338,980	10 Dec 92	1,788,562	17-Aug-93	41
Jokers Gone Wild	74/338,982	10 Dec 92	1,788,564	17-Aug-93	41
Triple Pay Deuces Wild Poker	74/338,977	10 Dec 92	1,788,560	17 04 -Aug-93	41
Double on Diamonds	74/338,989	10 Dec 92	1,798,260	12-Oct-92	41
The Feast (stylized)	73/766,393	29 Nov 88	1,661,178	15-Oct-91	42
BOULDER STATION	74/037,775	13 Mar 90	1,661,188	15-Oct-91	42
The Midnight Feast (stylized)	74/084,419	02 Aug 90	1,653,993	13-Aug-91	42
Boulder Station	74/037,708	13 Mar 90	1,634,453	05-Feb-91	41
Reversible Royals	74/037,707	13 Mar 90	1,634,452	05-Feb-91	41
Pasta Palace	74/037,719	13 Mar 90	1,634,536	05-Feb-91	42
Kenomania	74/037,706	13 Mar 90	1,634,451	05-Feb-91	41
The Action Buffet	73/787,263	17 Mar 89	1,565,241	07-Nov-89	42

TRADEMARK	SERIAL #	FILED DATE	REGIST. #	REGIST. DATE	INT'L CLASS
Palace Station w/design	672,616	17-Jul-87	1,494,589	28-Jun-88	41
Palace Station w/design	672,617	17-Jul-87	1,494,471	28-Jun-88	35
Palace Station W/design	672,618	17-Jul-87	1,494,641	28-Jun-88	42
Palace Station	672,620	17-Jul-87	1,491,647	07-Jun-88	42
Fishermans Broiler (stylized)	73/678,348	13-Aug-87	1,484,814	12-Apr-88	42
Fishermans Broiler	73/678,122	13-Aug-87	1,483,923	05-Apr-88	42
Palace Station	672,619	17-Jul-87	1,480,097	08-Mar-88	41
Palace Station	672,621	17-Jul-87	1,479,936	08-Mar-88	35
MEGADRAW	75/751,923	12-Jul-99			41
Sunset Station (Subject to concurrent use agreement)	74/601,470	21-Nov-94			41
Sunset Station (Subject to concurrent use agreement)	74/601,471	21-Nov-94			42
Million in May	75/492,577	21-May-98			41
Great Giveaway	75/461,644	03-Apr-98			41
Cabo	75/429,205	05-Feb-98			41
South Beach	75/429,204	05-Feb-98			41
Rapid Reversible Progressive	75/029,262	07-Dec-95			41
Come to Play..Plan to Stay!	75/721,900	03-Jun-99			41
Pancho Villa's Cantina	75/167,335	17-Sep-96			42
MEGAPLAY	75/749,007	12-Jul-99			41
Bugatti's Little Italy Café	75/571,007	14-Oct-98			42
Four Play Poker (and design)					41
Rapid Play	75/749,008	12-Jul-99			41
8's Or Better	74/338,987	10-Dec-92			41
The Wealth	75/150,740	14-Aug-96			41

TRADEMARK	SERIAL #	FILED DATE	REGIST. #	REGIST. DATE	INT'L CLASS
Station to Station Travel	75/304,564	06-Jun-97			39
Millionaires in March	75/052,180	02-Feb-96			41
Personal Jackpot	75/075,284	20-Mar-96			41
Choppermania	75/209,607	06-Dec-96			41
Come to Play..Plan to stay	75/721,902	03-Jun-99			42

THIRD AMENDMENT (SHORT FORM) TO TRADEMARK
SECURITY INTEREST ASSIGNMENT

THIS THIRD AMENDMENT (SHORT FORM) TO TRADEMARK SECURITY INTEREST ASSIGNMENT (this "Amendment"), dated as of August 25, 1999, is entered into by and between the Grantors (as hereinafter defined) and Bank of America, N.A., as Collateral Agent for the Revolver Lenders and the Term Lenders (as such terms are defined below) with reference to the following facts:

RECITALS

A. 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, Kansas City Station Corporation, a Missouri corporation, and Sunset Station, Inc., a Nevada corporation (collectively, the "Borrowers"), Parent (but only for the purpose of making the covenants set forth in Articles 8 and 9 of the Original Loan Agreement (as defined below)), the lenders from time to time parties thereto (collectively, the "Original Lenders"), Societe Generale, as Documentation Agent, Bank of Scotland, as Co-Agent, and Bank of America National Trust and Savings Association, as Administrative Agent (in such capacity, the "Original Agent"), are parties to that certain Second Amended and Restated Reducing Revolving and Term Loan Agreement dated as of November 6, 1998 (as amended, supplemented or otherwise modified prior to the date hereof, the "Original Loan Agreement; as amended, supplemented or otherwise modified on or after the date hereof, including without limitation, by the Third Amended and Restated Loan Agreement (as defined below)), pursuant to which the Original Lenders provided the Borrowers with certain secured reducing revolving and term loan and swing line credit facilities.

B. Pursuant to the Collateral Documents described in, and entered into in connection with, the Original Loan Agreement: (i) the Borrowers secured the payment and performance of the Obligations by granting the Original Agent a lien on and security interest in certain assets and properties of the Borrowers, and (ii) among other things, Parent and certain of the Borrowers executed certain of the Collateral Documents (as defined in the Original Loan Agreement) to secure, inter alia, the Obligations and/or the payment and performance of Parent's obligations under certain of the Collateral Documents, as the case may be.

C. The Borrowers, the Revolver Lenders (as defined below) and the Term Lenders (as defined below), as applicable, now desire to (i) amend and restate, in full, the Original Loan Agreement pursuant to the terms of that certain Third Amended

and Restated Reducing Revolving Loan Agreement (the "Third Amended and Restated Revolving Loan Agreement") dated as of even date herewith, among Borrowers, Parent (but only for the purpose of making the covenants set forth in Articles 8 and 9 of the Revolving Loan Agreement), the Original Lenders and each other lender from time to time parties thereto (each a "Revolver Lender" and collectively, the "Revolver Lenders"), Societe Generale, as Documentation Agent, Bank of Scotland, as Co-Agent and Bank of America, N.A., as Administrative Agent (in such capacity, the "Revolving Loan Agent"); and (ii) enter into that certain Term Loan Agreement (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement") dated as of even date herewith among Borrowers, Parent (but only for the purpose of making the covenants set forth in Articles 8 and 9 of the Term Loan Agreement), the lenders from time to time parties thereto (each a "Term Lender" and collectively, the "Term Lenders"), and Bank of America, N.A., as Administrative Agent (in such capacity, the "Term Loan Agent"), pursuant to which the Term Lenders will provide the Borrowers with a \$200,000,000 secured term loan credit facility.

D. The parties to this Amendment intend that the "Obligations" as defined in the Revolving Loan Agreement (collectively, the "Revolver Obligations") and the "Obligations" as defined in the Term Loan Agreement (collectively, the "Term Loan Obligations") be secured, on a pari-passu basis, by all of the collateral provided by the Borrowers to the Revolving Loan Agent and the Revolver Lenders.

E. In furtherance of the above intentions, (i) the Borrowers, the Revolving Loan Agent, on behalf of the Revolver Lenders, the Term Loan Agent, on behalf of the Term Lenders, the Collateral Agent (as defined below) and each of the other parties listed on the signature pages thereof, are amending certain of the Loan Documents (as defined in the Revolving Loan Agreement) by entering into that certain Third Omnibus Documents Amendment and Collateral Assignment of even date herewith (the "Omnibus Amendment"); and (ii) the Revolving Loan Agent, on behalf of the Revolver Lenders, and the Term Loan Agent, on behalf of the Term Lenders, have appointed Bank of America, N.A., to act as their common collateral agent (in such capacity, the "Collateral Agent") pursuant to the terms of that certain Intercreditor and Collateral Agency Agreement dated as of even date herewith (the "Intercreditor and Collateral Agency Agreement").

F. The Parties hereto wish to enter into this Amendment to memorialize, in recordable form, the amendments effected by the Omnibus Amendment to the Trademark Security Interest Assignment, dated as of March 19, 1996, executed by the Borrowers, Parent and the other grantors that are signatories thereto or which have become a party thereto (collectively, the "Grantors"), in favor of Bank of America National Trust and Savings Association, as Managing Agent for the ratable benefit of the Original Lenders, which was recorded on June 15, 1998 in Reel 1741, Frame 0254 of the

records of the United States Office of Patents and Trademarks (such Trademark Security Interest Assignment as amended, supplemented or otherwise modified from time to time, including by that certain (i) First Amendment (Short Form) to Trademark Security Interest Assignment, dated as of September 11, 1998, which was recorded on September 17, 1998 in Reel 1789, Frame 0584 of the United States Office of Patents and Trademarks and (ii) Second Amendment (Short Form) to Trademark Security Interest Assignment, dated as of November 6, 1998, which was recorded on December 29, 1998, in Reel 1832, Frame 0182 of the United States Office of Patents and Trademarks, the "Trademark Assignment"). The Trademark Assignment amended and restated in full (a) that certain Trademark Collateral Assignment which was recorded on March 29, 1996 in Reel 1414, Frame 0858 of the records of the United States Office of Patents and Trademarks and (b) that certain Trademark Collateral Assignment which was recorded on July 14, 1995 in Reel 1385, Frame 0456 of the records of the United States Office of Patents and Trademarks (collectively, the "Original Trademark Assignment"). It is the intent of the parties hereto, that the Trademark Assignment, as amended hereby, grant a security interest to the Collateral Agent in all of the Trademarks owned by Grantors, each of which is listed on Schedule 1 to this Amendment.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments to Preamble. The Preamble is hereby amended by deleting all the words appearing after the word "Association" on the tenth line thereof and by substituting the following therefor:

" , as Collateral Agent for the ratable benefit of (a) each of the Lenders which are parties to the Loan Agreement (as defined below) from time to time, and (b) each of the Term Loan Lenders (as defined below), with reference to the following facts:"

2. Amendment to Definition of Secured Obligations. The definition of "Secured Obligations" is hereby amended in full to read as follows:

"Secured Obligations' means, collectively, (a) any and all present and future Obligations of any type or nature of Grantors or any one or more of them to the Administrative Agent under the Loan Agreement, the Lenders a party to the Loan Agreement, and any one or more of them, arising under or relating to the Loan Documents (as defined in the Loan Agreement) 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, and (b) any and all present and future Term Loan Obligations (as defined below) of any type or nature of Grantors or any one or more of them to the Administrative Agent under the Term Loan Agreement (as defined below), the Term Lenders (as defined below), and any one or more of them, arising under or relating to the Loan Documents (as defined in the Term Loan Agreement) or any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including Term Loan Obligations of performance as well as Term Loan Obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Grantor. All Secured Obligations shall be pari-passu to each other."

3. Amendment to Definition of Secured Party. The definition of "Secured Party" is hereby amended in full to read as follows:

"'Secured Party' means the Collateral Agent who shall receive and hold the assignments made hereunder for the ratable benefit of (a) each of the Lenders which are parties to the Loan Agreement from time to time and (b) each of the Term Lenders. Subject to the terms and conditions of the Loan Agreement, Term Loan Agreement and Intercreditor Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by the Collateral Agent."

4. Missouri Insurance Provisions. A new Section 17 is hereby added to the Trademark Assignment to read as follows:

"Unless you provide evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration for the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance

may be more than the cost of insurance you may be able to obtain on your own. For purposes of this Section 24, "you" shall mean Grantors, or any one of them; and "us" shall mean the Collateral Agent, for the benefit of the Lenders and the Term Lenders. This provision is intended to comply with Missouri Revised Statute Section 427.120."

5. Global Amendments.

a. Additional Definitions. The following definitions are hereby incorporated by this reference into the Trademark Assignment as the last operative provision of such agreement:

"Collateral Agent" means Bank of America, N.A., in its capacity as the Collateral Agent for the Lenders and the Term Lenders.

"Term Loan Agreement" means the Term Loan Agreement, dated as of August 25, 1999, by and among 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, Kansas City Station Corporation, a Missouri corporation, Sunset Station, Inc., a Nevada corporation, each other Subsidiary of Station Casinos, Inc., a Nevada corporation ("Parent"), which may hereafter become a party thereto as a borrower pursuant to Section 8.2 thereof, Parent (but only for the purpose of making the covenants set forth in Articles 8 and 9 thereof), each Lender whose name is set forth on the signature pages thereof and each lender which becomes a party thereto pursuant to Section 11.8 thereof, and Bank of America, N.A., as Administrative Agent, as amended, supplemented or otherwise modified from time to time."

"Term Lenders" means, collectively, the lenders from time to time parties to the Term Loan Agreement.

"Term Loan Obligations" means the "Obligations" as defined in the Term Loan Agreement."

b. Use of "Loan Documents"; "Loan Agreement"; "Bank of America National Trust and Savings Association". Unless otherwise set forth in this Amendment, the term "Loan Documents" as set forth in the Trademark Assignment shall mean, as the situation dictates, (i) when referring to the Revolving Loan Agreement, "Loan Documents" as defined therein, (ii) when referring to the Term Loan Agreement, "Loan Documents" as defined therein, and

(iii) when referring to both the Revolving Loan Agreement and the Term Loan Agreement, collectively, the "Loan Documents" referred to in each such agreement. Unless otherwise set forth in this Amendment, the term "Loan Agreement" as set forth in the Trademark Assignment shall mean the Original Loan Agreement, as amended, supplemented or otherwise modified from time to time, including without limitation, by the Third Amended and Restated Loan Agreement. All references to "Bank of America National Trust and Savings Association" contained in the Trademark Assignment shall constitute references to "Bank of America, N.A., formerly known as Bank of America National Trust and Savings Association".

6. Otherwise Not Affected. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Trademark Assignment shall remain unaltered and are hereby reaffirmed, and the Trademark Assignment as so amended and reaffirmed shall continue in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGES TO FOLLOW]

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

"Grantors"

PALACE STATION HOTEL & CASINO, INC.
BOULDER STATION, INC.
TEXAS STATION, INC.
SUNSET STATION, INC
ST. CHARLES RIVERFRONT STATION, INC.
KANSAS CITY STATION CORPORATION

By *Glenn C. Christenson*
Glenn C. Christenson
Senior Vice President

By *Glenn C. Christenson*
Glenn C. Christenson
Vice President

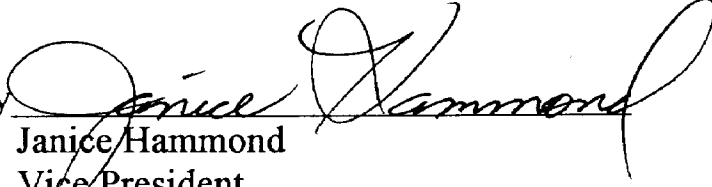
STATION CASINOS, INC.

By *Glenn C. Christenson*
Glenn C. Christenson
Executive Vice President

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Collateral Agent"

BANK OF AMERICA, N.A.
as Collateral Agent for the Revolver
Lenders and the Term Lenders

By 
Janice Hammond
Vice President

SCHEDULE 1

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(see attached)

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Jumpin' Jacks	74/338,984	10-Dec-92	1,788,566	17-Aug-93	41
Sweetheart Royal Poker	74/338,980	10-Dec-92	1,788,562	17-Aug-93	41
Jokers Gone Wild	74/338,982	10-Dec-92	1,788,564	17-Aug-93	41
Triple Pay Deuces Wild Poker	74/338,977	10-Dec-92	1,788,560	01-Aug-93	41
Double on Diamonds	74/338,989	10-Dec-92	1,798,260	12-Oct-92	41
The Feast (stylized)	73/766,303	29-Nov-88	1,661,178	15-Oct-91	42
BOULDER STATION	74/037,775	13-Mar-90	1,661,188	15-Oct-91	42
The Midnight Feast (stylized)	74/084,419	02-Aug-90	1,653,993	13-Aug-91	42
Boulder Station	74/037,708	13-Mar-90	1,634,453	05-Feb-91	41
Reversible Royals	74/037,707	13-Mar-90	1,634,452	05-Feb-91	41
Pasta Palace	74/037,719	13-Mar-90	1,634,536	05-Feb-91	42
Kenomania	74/037,706	13-Mar-90	1,634,451	05-Feb-91	41
The Action Buffet	73/787,263	17-Mar-89	1,565,241	07-Nov-89	42

TRADEMARK	SERIAL #	FILED DATE	REGIST. #	REGIST. DATE	INT'L CLASS
Palace Station w/design	672,616	17-Jul-87	1,494,589	28-Jun-88	41
Palace Station w/design	672,617	17-Jul-87	1,494,471	28-Jun-88	35
Palace Station W/design	672,618	17-Jul-87	1,494,641	28-Jun-88	42
Palace Station	672,620	17-Jul-87	1,491,647	07-Jun-88	42
Fishermans Broiler (stylized)	73/678,348	13-Aug-87	1,484,814	12-Apr-88	42
Fishermans Broiler	73/678,122	13-Aug-87	1,483,923	05-Apr-88	42
Palace Station	672,619	17-Jul-87	1,480,097	08-Mar-88	41
Palace Station	672,621	17-Jul-87	1,479,936	08-Mar-88	35
MEGADRAW	75/751,923	12-Jul-99			41
Sunset Station (Subject to concurrent use agreement)	74/601,470	21-Nov-94			41
Sunset Station (Subject to concurrent use agreement)	74/601,471	21-Nov-94			42
Million in May	75/492,577	21-May-98			41
Great Giveaway	75/461,644	03-Apr-98			41
Cabo	75/429,205	05-Feb-98			41
South Beach	75/429,204	05-Feb-98			41
Rapid Reversible Progressive	75/029,262	07-Dec-95			41
Come to Play..Plan to Stay!	75/721,900	03-Jun-99			41
Pancho Villa's Cantina	75/167,335	17-Sep-96			42
MEGAPLAY	75/749,007	12-Jul-99			41
Bugatti's Little Italy Café	75/571,007	14-Oct-98			42
Four Play Poker(and design)					41
Rapid Play	75/749,008	12-Jul-99			41
8's Or Better	74/338,987	10-Dec-92			41
The Wealth	75/150,740	14-Aug-96			41

TRADEMARK	SERIAL #	FILED DATE	REGIST. #	REGIST. DATE	INT'L CLASS
Station to Station Travel	75/304,564	06-Jun-97			39
Millionaires in March	75/052,180	02-Feb-96			41
Personal Jackpot	75/075,284	20-Mar-96			41
Choppermania	75/209,607	06-Dec-96			41
Come to Play..Plan to stay	75/721,902	03-Jun-99			42

TRADEMARK	REGIST. #	REGIST. DATE	INT'L CLASS	GOODS	NEXT RENEWAL
Six Pack Shoot Out	32,48	08-Jun-99			08-Jun-04
No Jackpots Required!	31,076	29-Jun-98	107	Casino Promotions	29-Jun-03
Million in May	31,038	22-Jun-98	107	Casino Services	22-Jun-03
Bingo Palace	31,027	15-Jun-98	41	casino promotions services	15-Jun-03
Odd Ball Bingo	30,811	10-Mar-98	107	bingo promotion services	10-Mar-03
Cabo	30,793	09-Mar-98	100	hotel, casino and retail development services	09-Mar-03
Cabo	30,792	09-Mar-98	39	clothing	09-Mar-03
Cabo	30,791	09-Mar-98	33	drinking utensils	09-Mar-03
South Beach	30,790	09-Mar-98	100	hotel, casino, and retail development services	09-Mar-03
South Beach	30,789	09-Mar-98	39	clothing	09-Mar-03
South Beach	30,788	09-Mar-98	33	drinking utensils	09-Mar-03
Rosalita's	30,772	06-Mar-98	100	restaurant and bar services	06-Mar-03
Bullfighter's Bar	30,771	06-Mar-98	100	bar services	06-Mar-03
Sunset Café	30,770	09-Mar-98	100	restaurant and bar services	09-Mar-03
Capri	30,769	09-Mar-98	100	restaurant and bar services	09-Mar-03
Club Madrid	30,768	06-Mar-98	107	showroom services	06-Mar-03
Seville Bar	30,767	06-Mar-98	100	bar services	06-Mar-03
Viva Salsa	30,766	06-Mar-98	100	restaurant and bar services	06-Mar-03
Crazy Marys & Wild Bill's Brews	29009	07-May-96	100	bar and tavern services	04-May-01
Beyond the Best	29,977	15-May-97	107	casino services	12-May-02
Beyond the Best	29,976	15-May-97	100	hotel services	12-May-02
So Close You Can Touch the Stars!	29,640	11-Dec-96	107	entertainment services	08-Dec-01
Famous for Winners!	29,463	23-Oct-96	107	casino services	20-Oct-01

TRADEMARK	REGIST. #	REGIST. DATE	INT'L CLASS	GOODS	NEXT RENEWAL
Sunset Station	29,408	23-Sep-96	100	hotel and casino development services	23-Sep-01
Sunset Station	29,407	23-Sep-96	107	casino and entertainment services	23-Sep-01
Everybody's Winning at Texas	29,406	23-Sep-96	107	casino services	20-Sep-01
Boarding Pass	29,326	21-Aug-96	107	casino services	18-Aug-01
The Bingo Hall with design	29,320	21-Aug-96	107	casino services	18-Aug-01
Super Bad-Beat Progressive	29,267	02-Aug-96	107	casino services	30-Jul-01
Super Bad-Beat Jackpot	29,266	02-Aug-96	107	casino services	30-Jul-01
Texas Station	29,165	16-Jul-96	107	casino and live entertainment services	16-Jul-01
Texas Station	29,164	16-Jul-96	100	hotel, restaurant and bar services	16-Jul-01
Texas Station Gambling Hall & Hotel	29,163	16-Jul-96	100	hotel, restaurant and bar services	16-Jul-01
Texas Station Gambling Hall & Hotel	29,162	16-Jul-96	107	casino and live entertainment services	16-Jul-01
Margarita Madness	29,019	22-May-96	100	bar and restaurant services	19-May-01
Dallas City Limits	29,008	07-May-96	107	entertainment services	04-May-01
Lose the Blues Cruise Giveaway	29,007	07-May-96	107	casino services	04-May-01
Texas Tycoons Giveaway	29,006	07-May-96	107	casino services	04-May-01
Sunday Swing	29,005	07-May-96	107	casino services	04-May-01
Texas Big Bucks	29,004	07-May-96	107	casino services	04-May-01
Ten Gallon Breakfast Specials	29,003	07-May-96	100	restaurant services	04-May-01
Wild Wednesdays	29,002	07-May-96	107	casino services	04-May-01
Red Rock	28,867	05-Mar-96	48	beer	02-Mar-01
Blue Diamond	28,866	05-Mar-96	48	beer	02-Mar-01
Black Mountain	28,865	05-Mar-96	48	beer	02-Mar-01
Everybody Needs Some Texas	28,718	28-Dec-95	100	hotel, restaurant and bar services	24-Dec-00

TRADEMARK	REGIST. #	REGIST. DATE	INT'L CLASS	GOODS	NEXT RENEWAL
Everybody Needs Some Texas	28,717	28-Dec-95	107	casino and live entertainment services	24-Dec-00
Texas Gambling Hall & Hotel (and design)	28,716	28-Dec-95	100	hotel, restaurant and bar services	24-Dec-00
Texas Gambling Hall & Hotel (and design)	28,715	28-Dec-95	107	casino and live entertainment services	24-Dec-00
Texas	28,714	28-Dec-95	100	hotel, restaurant and bar services	24-Dec-00
Texas	28,713	28-Dec-95	107	casino and live entertainment services	24-Dec-00
Barley's Casino & Brewing Company	28,582	08-Nov-95	107	casino services	04-Nov-00
Loose Caboose	28,530	20-Oct-95	107	casino services	16-Oct-00
Loose Caboose	28,529	20-Oct-95	100	restaurant and bar services	16-Oct-00
Station Casinos	26,090	22-Mar-93	107	casino services	20-Mar-03
Station Casino	26,089	22-Mar-93	100	hotel services	20-Mar-03
Station Casinos	25,804	20-Jul-93	107	casino services, namely gaming machines	18-Jul-03
Sweetheart Royal Poker	25,803	20-Jul-93	107	casino services, namely gaming machines	18-Jul-03
Straight Flush Rush	25,802	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02
Royal Court	25,801	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02
Racey Aces	25,800	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02
Jumpin' Jacks	25,799	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02
Jokers Gone Wild	25,798	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02
Flush Mania	25,797	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02
Fantastic Fives	25,796	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02
Double on Diamonds	25,795	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02
Crazy Eights	25,794	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02
"Bonus Sevens" Poker	25,793	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02
Aces over duces	25,792	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02

TRADEMARK	REGIST. #	REGIST. DATE	INT'L CLASS	GOODS	NEXT RENEWAL
8's or better	25,791	17-Dec-92	107	casino services, namely gaming machines	15-Dec-02
The Feast	24,184	14-Jan-91	100	miscellaneous	14-Jan-01
Kolossus	24,184	14-Jan-91	100		11-Jan-01
Slot Club w/design	24,166	07-Jan-91	107	gaming promotion services	04-Jan-01
Slot Club (no design)	24,165	07-Jan-91	107	faming promotion services	04-Jan-01
Kolossal Keno	23,801	02-Aug-90	107	gaming services, gaming instruction	30-Jul-00
Kolossus	23,800	02-Aug-90	107	gaming services	02-Aug-00
Station Casinos	23,437	20-Jul-93	107	casino services	18-Jul-03
Kenomania	23,436	09-Mar-90	107	gaming services, brochures, flyers, direct	06-Mar-00
The Midnight Feast	23,435	09-Mar-90	100	Restaurant services	06-Mar-00
Pasta Palace	23,434	09-Mar-90	100	Restaurant services	06-Mar-00
Boulder Station	23,433	09-Mar-90	107	hotel service	06-Mar-00
Boulder Station	23,432	09-Mar-90	100	casino services	06-Mar-00
The Action Buffet	22,417	23-Feb-89	100	restaurant services	23-Feb-04
The Feast (w design)	22,233	20-Jul-93	100	food services	18-Jul-03
The Feast & design	22,233	28-Nov-88	100	Buffet restaurant services	26-Nov-98
Southwest Services and Logo	21,317	28-Sep-97	101	vending services	25-Sep-02
Car A Day (Minnesota)	20,691	07-May-93	41	casino promotion	06-May-03
Car a Day in May Giveaway (Minnesota)	20,673	30-Apr-93	41	casino promotion	29-Apr-03
Car a Day in May (Minnesota)	20,672	30-Apr-93	41	casno promotion	29-Apr-03
Car A Day Giveaway	19,856	02-Oct-85	101	casino promotion	04-Oct-00
Car A Day in May Giveaway	19,782	19-Aug-85	101	casino promotion	19-Aug-00
Fishermans Broiler	19,213	24-Jul-84	101	seafood restaurant (SM)	22-Jul-94

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Fishermans Broiler	19,212	24-Jul-84	101	seafood restaurant	22-Jul-94
Palace Station Casino (w/logo)	19,042	16-Apr-84	107	casino services	16-Apr-04
Palace Station	18,796	05-Dec-83	100	gaming, casino and related restaurant and	05-Dec-03
Palace Station	18,795	05-Dec-83	100	gaming, casino and related restaurant and	05-Dec-03
The Roaring Twenties	16,260	20-Jul-93	100	casino services	18-Jul-03
Poncha Villa's Cantina (Missouri)	14300	02-Apr-98	100	restaurant services	02-Apr-08
Riverfront Station (Missouri)	12946	30-Aug-94	107	casino services	27-Aug-04
Casino St. Charles (Missouri)	12945	30-Aug-94	107	casino services	27-Aug-04
St. Charles Riverfront Station (Missouri)	12944	30-Aug-94	107	casino services	27-Aug-04
FEAST		28-Nov-93	100	restaurant services	21-Nov-03
Palace Station		20-Jul-93	100	hotel, lodging, gaming casino and related	18-Jul-03
Palace Station with logo		20-Jul-93	100	hotel, lodging, gaming and casino related	18-Jul-03
		02-Aug-90	107		30-Jul-00