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2/22/00

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



02-22-2000

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

03-15-2000



101290438

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

- 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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

03/14/2000 DCOATES 00000107 75804187

01 FC:481
02 FC:482

40.00 OP
475.00 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

TRADEMARK
REEL: 002033 FRAME: 0897

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

202-457-0160

Name

MARC A. BERGSMAN

Address (line 1)

Dickinson Wright PLLC

Address (line 2)

1901 L Street, NW

Address (line 3)

Suite 800

Address (line 4)

Washington, DC 20036

Pages

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

#

20

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)

75/804,187

75/804,186

75/804,185

2,234,239

2,207,916

2,040,710

75/804,115

75/804,114

75/797,173

2,040,709

75/796,413

75/796,412

75/796,411

Number of Properties

Enter the total number of properties involved.

#

20

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

515.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

04-1061

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.

Marc A. Bergsman

February 22, 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

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

Citizenship/State of Incorporation/Organization

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.)

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)

<input type="text" value="75/796,410"/>	<input type="text" value="75/796,409"/>	<input type="text" value="75/796,408"/>
<input type="text" value="75/796,407"/>	<input type="text" value="75/796,406"/>	<input type="text" value="75/384,282"/>
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made and entered into as of December 14, 1999 by and among FIESTA PALMS, LLC, a Nevada limited liability company ("FPLLC") and FIESTA HOTEL CORPORATION, a Nevada corporation ("FHC"), both of which are hereinafter collectively referred to as "Debtors", and WELLS FARGO BANK, National Association, as Agent Bank on behalf of the Lenders, the Swingline Lender and the L/C Issuer (all of which are described below), hereinafter referred to, in such capacity, as "Agent Bank".

W_I_T_N_E_S_S_E_T_H:

WHEREAS:

A. Reference is made to that certain Credit Agreement (as it may be hereafter renewed, extended, amended, restated or otherwise modified, the "Credit Agreement") executed concurrently, or substantially concurrent, herewith by and among Debtors, as Borrowers, Los Pueblos, Inc., a New Mexico corporation, as Continuing Guarantor, the Lenders therein named (each, together with their respective successors and assigns, individually being referred to herein as a "Lender" and collectively as the "Lenders"), the Swingline Lender therein named (referred to herein, together with its successors and assigns, as the "Swingline Lender"), the L/C Issuer therein named (referred to herein, together with its successors and assigns, as the "L/C Issuer"), and Agent Bank. Agent Bank, the Lenders, the Swingline Lender and the L/C Issuer are collectively referred to herein as the "Banks". All capitalized words and terms which are used herein (and which are not otherwise defined herein) shall have the respective meanings and be construed herein as provided in Section 1.01 of the Credit Agreement and any reference to a provision of the Credit Agreement shall be deemed to incorporate that provision as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

B. Debtors desire to grant a security interest to Agent Bank in all of their now owned, or hereafter acquired, right, title and interest in, and to, the Trademarks, the Copyrights and all other Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereto hereby agree as follows:

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LAW OFFICES OF
HENDERSON & MORGAN, LLC
164 HUBBARD WAY
SUITE B
RENO, NEVADA 89502

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Section 1. Definitions. As used herein, the following terms shall have the respective meanings set forth below and unless the context otherwise requires, capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Credit Agreement.

"Abandoned and De Minimis Trademarks" shall mean those Trademarks owned or previously owned by Debtors, or any of them, that have been abandoned and that do not have more than de minimis value.

"Agreement" shall mean this Trademark Security Agreement, including all amendments, supplements and extensions hereto and restatements hereof entered into at any time and from time to time and any exhibits or schedules to any of the foregoing.

"Copyrights" shall mean all copyrights, copyright registrations, and copyright applications, which, in each case, are now or hereafter filed with the Copyright Office of the Library of Congress or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, and all renewals thereof, which are owned by Debtors, or any of them, which Copyrights include, without limitation, all such items which are particularly described by Schedule A attached hereto and incorporated by reference herein.

"Intellectual Property Collateral" shall mean all of the property and interests in property described in Section 2.01 hereof which shall, from time to time, secure any of the Secured Obligations.

"Loan Documents" shall mean, collectively, all of the documents, agreements and instruments which are executed and/or delivered by or on behalf of Debtors, or any of them, evidencing or securing the repayment of, or otherwise pertaining to, the Secured Obligations.

"Secured Obligations" shall mean all indebtedness, obligations and liabilities of Debtors, or any of them, arising under the Credit Agreement, the Revolving Credit Note, the Swingline Note and/or any other Loan Document and any other indebtedness, obligation or liability of Debtors, or any of them, which may be secured by any of said Loan Documents, all as such obligations or Loan Documents may be modified, amended, supplemented, restated, increased or extended from time to time.

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"Trademarks" shall mean all right, title and interest of Debtors, or any of them, in the United States and throughout the world, in and to all now owned or hereafter acquired trademarks, service marks, trade names, trade dress, colors, designs, logos, indicia, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and all registrations and applications to register the same, and all renewals thereof, and the goodwill and business relating to such applications, which Trademarks include, without limitation, all such items which are particularly described by Schedule A attached hereto and incorporated by reference herein.

"Unknown Intellectual Property Collateral" shall mean Intellectual Property Collateral, the rights to which: (i) are based solely on common law; and (ii) are not known to Debtors after exercise of reasonable diligence.

Section 2. Intellectual Property Collateral; General Terms.

2.01. Security Interest. To secure the prompt payment of the Secured Obligations, Debtors hereby grant to Agent Bank a continuing security interest in and to all of the following property and interests in property of Debtors, or any of them, whether now owned or existing, hereafter acquired or arising, or in which Debtors, or any of them, now or hereafter have any rights, including without limitation any such property used in or useful to any of the businesses of Debtors, or any of them, or the operation of such businesses, and wheresoever located (collectively, the "Intellectual Property Collateral"):

(a) all right, title and interest of Debtors, or any of them, in and to the Trademarks;

(b) all right, title and interest of Debtors, or any of them, in and to all: (i) income, royalties, damages and payments now and hereafter due and/or payable under any of the Trademarks; (ii) rights accruing during the term of this Agreement to sue and collect damages and payments for past or future infringements of any of the Trademarks; and (iii) other proceeds or products of any of the Trademarks, of any nature whatsoever;

(c) all the goodwill in the businesses symbolized by the Trademarks;

(d) all right, title and interest of Debtors, or any of them, in and to the Copyrights; and

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(e) all right, title and interest of Debtors, or any of them, in and to all: (i) income, royalties, damages and payments now and hereafter due and/or payable under any of the Copyrights; (ii) rights accruing during the term of this Agreement to sue and collect damages and payments for past or future infringement of any of the Copyrights; and (iii) other proceeds or products of any of the Copyrights, of any nature whatsoever.

2.02. Existing Trademarks and Copyrights. All Trademarks and Copyrights in which the Debtors, or any of them, have an interest, other than: (i) Abandoned and De Minimis Trademarks; and (ii) Unknown Intellectual Property Collateral; are listed on Schedule A attached hereto and made a part hereof. In addition to identifying each such Trademark or Copyright, such listing also indicates which Trademarks and Copyrights have been registered (or are subject to an application for registration), in a state or federal office, and includes sufficient information to adequately identify each such registration or application.

2.03. Initial Filing. This Agreement shall be filed for recordation in the United States Patent and Trademark Office, with respect to Trademarks and in the U.S. Copyright Office with respect to Copyrights. Upon request by Agent Bank, Debtors shall cause this Agreement to be filed with the copyright or trademark registration office of the State of Nevada and/or any province, territory or country in which Agent Bank, in its reasonable discretion, determines that registration and/or recordation is necessary or appropriate to perfect Agent Bank's security interest in the Intellectual Property Collateral.

Section 3. Representations and Warranties.

3.01. General Representations and Warranties. Debtors represent and warrant to Agent Bank that:

(a) Title to Intellectual Property Collateral. Debtors own all Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), free and clear of any assignments, liens, licenses or other security interests, encumbrances or title defects, infringements or other adverse claims, other than Permitted Encumbrances. None of the Debtors have signed, filed or recorded any assignment in favor of any Person (other than Agent Bank) with respect to any of the Intellectual Property Collateral, in the United States Patent and Trademark Office, in the U.S. Copyright Office or in the copyright or trademark office of any province, territory or country.

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(b) Due Execution. Debtors have the right and power and are duly authorized and empowered to enter into, execute and deliver and perform this Agreement and the transactions contemplated hereby; this Agreement has been duly and validly executed by Debtors and constitutes a legal, valid and binding obligation of Debtors enforceable in accordance with its terms.

(c) Perfection. This Agreement creates a valid security interest in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) securing the repayment of the Secured Obligations and all filing and other actions necessary in order to perfect and protect such security interest have been duly taken or will be taken immediately following the date hereof.

3.02. Trademark and Copyright Representation and Warranty. All Intellectual Property Collateral consisting of applications for registrations of Trademarks and Copyrights have been duly and properly filed and all Intellectual Property Collateral consisting of registrations of Trademarks and Copyrights (including, without limitation, any and all renewals, reissues, continuations or divisions thereof, as the case may be) have been duly and properly filed and issued (other than pending applications) and are valid and enforceable.

3.03. Warranty and Reaffirmation of Warranties and Representations; Survival of Warranties and Representations. Each request for a Borrowing made by Debtors pursuant to the Loan Documents shall constitute a reaffirmation, as of the date of said request, of the representations and warranties of Debtors contained in Section 3 hereof (except to the extent that Debtors may otherwise notify Agent Bank, in writing, concurrently with, or prior to, any such request). All representations and warranties of Debtors contained in this Agreement shall survive the execution, delivery and acceptance of this Agreement by the parties thereto.

Section 4. Covenants.

4.01. Affirmative Covenants. Unless Agent Bank otherwise agrees in writing, Debtors covenant that they shall:

(a) Delivery of Documents. Furnish to Agent Bank, from time to time upon its request, a complete status report of all Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) and deliver to Agent Bank copies of any such

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Intellectual Property Collateral and other documents concerned with or related to the prosecution, protection, maintenance, enforcement and issuance of such Intellectual Property Collateral, and such other data and information as Agent Bank from time to time may reasonably request bearing upon or related to such Intellectual Property Collateral.

(b) Defense of Title. Use all reasonable efforts to defend their title to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) against all claims of all Persons whomsoever which, if not defended, could reasonably be expected to result in a Material Adverse Change (as defined in the Credit Agreement) with respect to the business of Debtors, or any of them, except with respect to liens and other rights created or permitted hereby.

(c) Execute Addenda. Promptly upon the filing of any application for registration of a Trademark or Copyright and upon the issuance of any registration of a Trademark or Copyright, it shall, unless Agent Bank agrees otherwise in writing:

(i) execute an addendum to this Agreement, which addendum shall identify such Trademark or Copyright application or registration in sufficient detail to provide for perfection of a security interest in the interest of the applicable Debtor(s) thereunder;

(ii) with respect to United States trademark or copyright applications or registrations, cause this Agreement and such addendum to be recorded in the United States Patent and Trademark Office or U.S. Copyright Office, as appropriate; and

(iii) upon request by Agent Bank, cause this Agreement and such addendum to be recorded with the trademark or copyright registration office of any state in the United States in which Agent Bank determines, in its sole discretion, that filing is necessary or advisable to perfect Agent Bank's security interest in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) subject to such addendum.

(d) Affix Notices. Whenever any Trademarks are used by or on behalf of any of them, use their best efforts to

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affix or cause to be affixed (to the extent reasonably necessary to protect their right, title and interest in any such Trademark), a notice that the mark is a trademark, a service mark or is registered, which notice shall be in a form accepted or required by the trademark marking laws of each province, territory or country in which the mark is so used.

(e) Notice of Abandonment. Notify Agent Bank at least two (2) months prior to any voluntary abandonment of any Trademarks, which are material to its operations, or have material value, and obtain the written permission of Agent Bank to such abandonment, which permission shall not be unreasonably withheld or delayed. In the event that such permission to abandon is reasonably withheld by Agent Bank, Debtors shall, at their own expense, take all action reasonably necessary to continue and maintain each item of Intellectual Property Collateral in force.

4.02. Negative Covenants. Without Agent Bank's prior written consent, which may be withheld by Agent Bank in its sole discretion, none of the Debtors shall (except to the extent permitted in the Credit Agreement) license, transfer, convey or encumber any interest in or to any of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) or take any action, or permit any action to be taken, or fail to take any action which individually or in the aggregate would affect the validity or enforceability of any portion of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) or of the security interest of Agent Bank therein or which would otherwise violate any provision of any Loan Document.

4.03. Notice of Proceedings. Debtors shall promptly notify Agent Bank, in writing, of any suit, action or proceeding brought against it relating to, concerned with, or affecting any of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), if such suit, action or proceeding: (i) constitutes a Material Adverse Change; or (ii) would be reasonably likely to result in a Material Adverse Change if determined adversely to Debtors, or any of them. Debtors, or any of them, shall, upon request from Agent Bank, deliver to Agent Bank a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep Agent Bank fully advised in writing of the progress of any such suit, action or proceeding.

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LAW OFFICES OF
HENDERSON & MORGAN, LLC
164 HUBBARD WAY
SUITE B
RENO, NEVADA 89502

TRADEMARK
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4.04. Infringement. In the event of: (i) any infringement of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) by other Persons; or (ii) any other conduct by other Persons to the detriment of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks); which constitutes a Material Adverse Change, or is reasonably likely to result in a Material Adverse Change, Debtors shall promptly notify Agent Bank in writing of such infringement or other conduct and the full nature, extent, evidence and circumstances of such infringement or other conduct known to Debtors. Debtors shall take all reasonable steps to protect their interests and rights in the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) which is the subject of such infringement or other conduct and shall provide Agent Bank written notice of all occurrences and developments with respect thereto. To the extent reasonably necessary, Debtors shall promptly bring and diligently and vigorously maintain an action to stop such infringement and other conduct (to the extent that, and so long as, such diligent and vigorous maintenance of an action is reasonable in light of the materiality of such infringement or other conduct and in light of the materiality of the item(s) of Intellectual Property Collateral which are subject to such infringement or other action). Debtors shall diligently and vigorously maintain such action until a decision is obtained from which no review or appeal can or has been taken or until such action is resolved otherwise in a manner reasonably satisfactory to Agent Bank.

4.05. Payment of Charges and Claims. If Debtors shall fail to pay, when due, any charges with respect to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral) or shall fail to promptly obtain the discharge of such charges or of any lien, claim or encumbrance asserted against the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), Agent Bank may, without waiving or releasing any obligation or liability of Debtors hereunder or any Event of Default under any of the Loan Documents, in its sole discretion, at any time or times thereafter, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Agent Bank deems advisable (provided that Agent Bank has first given Debtors notice of the proposed payment or action and Debtors have failed to make such payment or take such action within ten (10) Banking Business Days thereafter). All sums so paid by Agent Bank and any expenses incurred by Agent Bank on its behalf, including reasonable attorneys' fees, court

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costs, expenses and other charges relating thereto, shall be payable, upon demand, by Debtors to Agent Bank and shall be Secured Obligations secured by the Collateral under any of the Loan Documents, including, without limitation, the Intellectual Property Collateral, and shall bear interest, accruing from the date of such demand, at the Default Rate which is set forth in the Credit Agreement.

Section 5. Agent Bank's Rights and Remedies.

5.01. Remedies. Upon the occurrence and continuation of an Event of Default, Agent Bank shall have and may exercise any one (1) or more of the rights and remedies provided to it under any of the Loan Documents or provided by any applicable law, including but not limited to, all of the rights and remedies of a secured party under the Uniform Commercial Code (as defined by Section 14 below), and Debtors hereby agree to make the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) available to Agent Bank, to the extent applicable, at a place to be designated by Agent Bank which is reasonably convenient to the parties, authorize Agent Bank to take possession of the Intellectual Property Collateral with or without demand and with or without process of law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the Secured Obligations in the order specified in the Credit Agreement, or as otherwise agreed to by Agent Bank. In addition to the foregoing, if an Event of Default shall occur and be continuing, Agent Bank may, by written notice to Debtors, or any of them, take any or all of the following actions: (i) declare the entire right, title and interest of Debtors, or any of them, in and to each of the Copyrights and the Trademarks, the goodwill in the business symbolized by the Trademarks, and all other Intellectual Property Collateral to be immediately vested in Agent Bank, in which case Debtors agree to execute an assignment, in form and substance reasonably satisfactory to Agent Bank, of all their rights, title and interest in and to the Copyrights and the Trademarks and the other Intellectual Property Collateral to Agent Bank; (ii) take and use or sell the Copyrights and Trademarks, the goodwill of any businesses of Debtors, or any of them, symbolized by the Trademarks and the other Intellectual Property Collateral; and (iii) direct Debtors, or any of them, to refrain, in which event Debtors shall refrain, from using the Copyrights and Trademarks in any manner whatsoever, directly or indirectly, and, if requested by Agent Bank, change the corporate name(s) of Debtors, or any of them, to eliminate therefrom any infringement of any Trademark and execute such other and further documents that Agent Bank may request to further confirm this and to transfer

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ownership of the Trademarks and registrations and any pending trademark application in the United States Patent and Trademark Office and/or the Copyrights and registrations and any pending applications for copyright registration in the U.S. Copyright Office to Agent Bank.

5.02. Appointment of Agent Bank as Debtors' Lawful Attorney. Upon the occurrence and during the continuation of an Event of Default under any of the Loan Documents, Debtors irrevocably designate, make, constitute and appoint Agent Bank (and all persons designated by Agent Bank) as their true and lawful attorney (and agent-in-fact) and Agent Bank, or Agent Bank's agent, may, without notice to Debtors, take any action as Agent Bank reasonably deems necessary under the circumstances to file, prosecute, defend, issue, maintain, enforce or otherwise take action in respect to the Intellectual Property Collateral as required or permitted hereby, or to carry out any other obligation or duty of Debtors, or any of them, under this Agreement, including, without limitation, the right to execute any assignment of the Intellectual Property Collateral in the event any of the Secured Obligations are accelerated in accordance with any of the Loan Documents, and the employment of counsel. Debtors shall pay all fees and expenses, including attorneys' fees and expenses, incurred by Agent Bank in connection with such action and such fees and expenses shall form part of the Secured Obligations.

Section 6. Remedies Cumulative; etc. The rights, remedies and benefits of Agent Bank herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which Agent Bank may have under this Agreement, the Credit Agreement or any other Loan Document or at law, in equity, by statute or otherwise.

Section 7. Expenses. Debtors will pay Agent Bank all reasonably necessary expenses (including reasonable expenses for legal services of every kind) which are incurred by Agent Bank as a result of, or incidental to: (i) the preparation or filing of, or the performance or enforcement of any of the provisions of, this Agreement; (ii) any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement of any of the Intellectual Property Collateral or the care of the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) or defending or asserting the rights and claims of Agent Bank with respect to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks), by litigation or otherwise, including but not limited to expenses of insurance and the fees and expenses of

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counsel for Agent Bank. All such expenses shall be payable to Agent Bank upon demand and shall, at any time when there is an uncured Event of Default existing, accrue interest, from the date of such demand, at the Default Rate as defined in the Credit Agreement. Debtors' obligation to repay such expenses and accrued interest thereon shall be Secured Obligations secured by the Intellectual Property Collateral and the Collateral under the Loan Documents.

Section 8. Indemnity. Debtors hereby agree to and do hereby jointly and severally indemnify, protect, defend and save harmless Agent Bank and each of the Banks and their respective trustees, officers, employees, agents, attorneys and stockholders (individually an "Indemnified Party" and collectively, the "Indemnified Parties") from and against, any and all losses, damages, expenses or liabilities of any kind or nature from any suits, claims or demands, including reasonable counsel fees incurred in investigating or defending such claim, suffered by it and caused by, relating to, arising out of, resulting from, or in any way connected with: (i) the preparation or administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights, or the defense thereof, of Agent Bank hereunder or under any of the Loan Documents, or (iv) the failure of Debtors to perform or observe any of the provisions hereof. It is provided, however, that Debtors shall not be obligated to indemnify, protect, defend or save harmless an Indemnified Party if, and to the extent, the loss, damage, expense or liability was caused by (a) the gross negligence or intentional misconduct of such Indemnified Party, or (b) the breach of this Agreement or any other Loan Document by such Indemnified Party or the breach of any laws, rules or regulations by such Indemnified Party (other than those breaches of laws arising from any Debtor's default). In case any action shall be brought against any Indemnified Party based upon any of the above and in respect to which indemnity may be sought against Debtors, Agent Bank shall promptly notify Debtors in writing, and Debtors shall assume the defense thereof, including the employment of counsel selected by Debtors and reasonably satisfactory to the Indemnified Party, the payment of all costs and expenses and the right to negotiate and consent to settlement upon the consent of the Indemnified Party. Upon reasonable determination made by an Indemnified Party that such counsel would have a conflict representing such Indemnified Party and Debtors, the applicable Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof. Debtors shall not be liable for any settlement of any such action effected without their

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consent, but if settled with Debtors' consent, or if there be a final judgment for the claimant in any such action, Debtors agree to indemnify, defend and save harmless such Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. The provisions of this Section 8 shall survive the termination of this Agreement, the repayment of the Bank Facilities and the assignment or subparticipation of all or any portion of the Syndication Interest held by any Lender pursuant to Section 11.10 of the Credit Agreement.

Section 9. No Delay; Waiver, etc. No delay on the part of Agent Bank in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. To the fullest extent permitted by law and except as otherwise provided for in this Agreement, Debtors waive: (a) all rights to notice of a hearing prior to Agent Bank's taking possession or control of, or to Agent Bank's reply, attachment or levy upon, the Intellectual Property Collateral or any bond or security which might be required by any court prior to allowing Agent Bank to exercise any of Agent Bank's remedies; and (b) the benefit of all valuation, appraisal and exemption laws. Debtors acknowledge that they have been advised by counsel with respect to this Agreement, the waivers contained herein and the transactions evidenced by this Agreement.

Section 10. Further Assurances. Debtors agree to do such further acts and things and to pay the costs and expenses in connection with such acts (including, without limitation, the recording of the security interest with respect to the Intellectual Property Collateral (other than Unknown Intellectual Property Collateral and Abandoned and De Minimis Trademarks) with any trademark office in any state, province, territory or country), and to execute and deliver or cause to be executed and delivered such supplemental documentation, additional conveyances, assignments, and similar instruments, as Agent Bank may at any time reasonably request in connection with the administration and enforcement of this Agreement or with respect to the Intellectual Property Collateral or any part thereof or in order better to assure and confirm unto Agent Bank its rights and remedies hereunder or further to effectuate the purposes of this Agreement and to pay the costs and expenses in connection with such acts. Debtors agree that, where permitted under applicable law, a carbon, photographic or other reproduction, of this Agreement is sufficient as a recordable assignment.

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Section 11. Modification. No amendment hereof shall be effective unless contained in a written instrument signed by the parties hereto.

Section 12. Notices. All notices and other communications provided to any party hereto under this Agreement shall be in writing or by facsimile and addressed, delivered or transmitted to such party at its address or facsimile number set forth below or at such other address or facsimile number as may be designated by such party in a notice to the other parties. Any notice, if mailed and properly addressed with postage prepaid, shall be deemed given when received; any notice, if transmitted by facsimile, shall be deemed given when transmitted. If any facsimile is transmitted at a time which is not during regular business hours at the location to which such facsimile is transmitted, it shall be deemed transmitted on the next Banking Business Day.

If to Debtors:

Fiesta Palms, LLC
c/o Fiesta Hotel Corporation
2400 N. Rancho Drive
North Las Vegas, NV 89130
Attn: Ned Martin
Facsimile No. (702) 631-7070

Fiesta Hotel Corporation
c/o Fiesta Hotel Corporation
2400 N. Rancho Drive
North Las Vegas, NV 89130
Attn: Ned Martin
Facsimile No. (702) 631-7070

Los Pueblos, Inc.
c/o Fiesta Hotel Corporation
2400 N. Rancho Drive
North Las Vegas, NV 89130
Attn: Ned Martin
Facsimile No. (702) 631-7070

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If to Secured
Party:

Wells Fargo Bank, N.A.,
Agent Bank
Commercial Banking Division
P.O. Box 98588
Las Vegas, NV 89193
Attn: David J. Kramer, V.P.
Facsimile No. (702) 791-6248

Section 13. Termination. This Agreement shall terminate upon the occurrence of Bank Facility Termination and the due release and termination of the Security Documentation which is executed and delivered concurrently, or substantially concurrent, therewith. Upon any such termination Agent Bank will, at Debtors' expense, execute and deliver to Debtors such documents as Debtors shall reasonably request to evidence such termination and release the security interest in the Intellectual Property Collateral granted hereunder; provided, however, that this Agreement shall continue to be effective, or shall be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is reduced, rescinded or must otherwise be restored or returned by Agent Bank upon the bankruptcy, insolvency, dissolution, liquidation or reorganization of Debtors, or any of them, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to Debtors, or any of them, or any of their respective property or otherwise.

Section 14. Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Nevada without regard to principles of conflicts of law. All references herein to the "Uniform Commercial Code" shall be to the Uniform Commercial Code as enacted in the State of Nevada (as it may have been amended, or recodified as of the date of determination).

Section 15. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party and all grants, covenants, promises and agreements by or on behalf of Debtors, or any of them, shall bind the successors and assigns of such Debtors and inure to the benefit of the successors, assigns and transferees of Agent Bank, provided that none of the Debtors shall assign or delegate any of their respective rights, duties or obligations hereunder without the prior written consent of Agent Bank. The obligations of Debtors hereunder shall be joint and several.

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Section 16. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. If any part of this Agreement is contrary to, prohibited by or deemed invalid under the applicable laws and regulations of one (1) jurisdiction, such provisions shall not thereby be rendered invalid in any other jurisdiction. Should any part or provision of this Agreement be deemed by a court or other Governmental Authority of competent jurisdiction to be an assignment of any trademark, trade name or registration thereof so as to result in Debtors' abandonment thereof, such part or provision (but no other) shall be construed as providing for a security interest and not an assignment, all in order to preclude such abandonment and, if such construction shall not be accepted by such court or other Governmental Authority such part or provision (but no other) shall be deemed null and void as to such trademark, trade name or registration thereof in the jurisdiction where abandonment might otherwise result.

Section 17. Headings. Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.


DEBTORS:

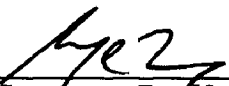
AGENT BANK:

FIESTA PALMS, LLC, a Nevada limited liability company


WELLS FARGO BANK, National Association, as Agent Bank

By: FIESTA HOTEL CORPORATION, a Nevada corporation, its Managing Member


By 
David J. Kramer,
Vice President

By: 
George J. Maloof,
President

FIESTA HOTEL CORPORATION, a Nevada corporation

By 
George J. Maloof,
President

LOS PUEBLOS, INC., a New Mexico corporation

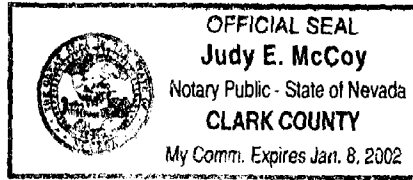
By 
Name George Maloof
Title Executive Vice President

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STATE OF NEVADA)
) SS
COUNTY OF CLARK)

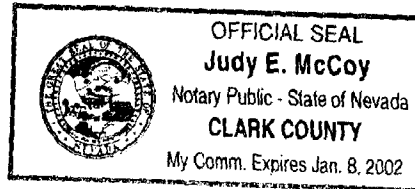
This instrument was acknowledged before me on December 14, 1999, by as GEORGE J. MALOOF, President of FIESTA HOTEL CORPORATION, the Managing Member of FIESTA PALMS, LLC.

Judy E. McCoy
Notary Public
STATE OF NEVADA)
) SS
COUNTY OF CLARK)



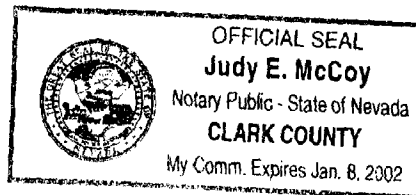
This instrument was acknowledged before me on December 14, 1999, by GEORGE J. MALOOF as President of FIESTA HOTEL CORPORATION.

Judy E. McCoy
Notary Public
STATE OF NEVADA)
) SS
COUNTY OF CLARK)



This instrument was acknowledged before me on December 14, 1999, by *George J. Maloof* as President of *Los Pueblos, Inc.*

Judy E. McCoy
Notary Public

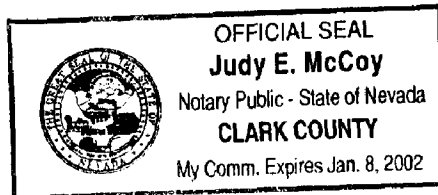


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STATE OF NEVADA)
) ss
COUNTY OF CLARK)

This instrument was acknowledged before me on
December 14, 1999 by DAVID J. KRAMER as Vice President of WELLS
FARGO BANK, National Association.

Judy E. McCoy
Notary Public



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<u>Registration #</u>	<u>Class #</u>	<u>Date</u>	<u>Mark</u>	<u>Exp Date</u>
107	9/18/95	Sports On The Run	Trade Name	9/18/00
101	9/18/95	Sports On The Run	Trade Name	9/18/00
22	9/18/95	Sports On The Run	Trademark	9/18/00
11	9/18/95	Sports On The Run	Trademark	9/18/00
39	9/18/95	Sports On The Run	Trademark	9/18/00
38	9/18/95	Sports On The Run	Trademark	9/18/00
37	9/18/95	Sports On The Run	Trademark	9/18/00
33	9/18/95	Sports On The Run	Trademark	9/18/00
107	9/18/95	Royal Flush Capital Of The World	Trade Name	9/18/00
22	9/18/95	Royal Flush Capital Of The World	Trademark	9/18/00
101	9/18/95	Royal Flush Capital Of The World	Trade Name	9/18/00
33	9/18/95	Royal Flush Capital Of The World	Trademark	9/18/00
37	9/18/95	Royal Flush Capital Of The World	Trademark	9/18/00
39	9/18/95	Royal Flush Capital Of The World	Trademark	9/18/00
38	9/18/95	Royal Flush Capital Of The World	Trademark	9/18/00
11	9/18/95	Royal Flush Capital Of The World	Trademark	9/18/00
38	5/22/96	Slot House	Trademark	5/22/01
33	5/22/96	Slot House	Trademark	5/22/01
37	5/22/96	Slot House	Trademark	5/22/01
28	5/22/96	Slot House	Trademark	5/22/01
22	5/22/96	Slot House	Trademark	5/22/01
21	5/22/96	Slot House	Trademark	5/22/01
39	5/22/96	Slot House	Trademark	5/22/01
42	5/22/96	Slot House	Trademark	5/22/01
40	5/22/96	Slot House	Trademark	5/22/01
107	5/22/96	Slot House	Trade Name	5/22/01
28	5/22/96	Festival Buffet The Ultimate Buffet Adventure	Trademark	5/22/01
107	5/22/96	Festival Buffet The Ultimate Buffet Adventure	Trademark	5/22/01
22	5/22/96	Festival Buffet The Ultimate Buffet Adventure	Trademark	5/22/01
30	5/22/96	Festival Buffet The Ultimate Buffet Adventure	Trademark	5/22/01
33	5/22/96	Festival Buffet The Ultimate Buffet Adventure	Trademark	5/22/01
37	5/22/96	Festival Buffet The Ultimate Buffet Adventure	Trademark	5/22/01
39	5/22/96	Festival Buffet The Ultimate Buffet Adventure	Trademark	5/22/01
38	5/22/96	Festival Buffet The Ultimate Buffet Adventure	Trademark	5/22/01
40	5/22/96	Festival Buffet The Ultimate Buffet Adventure	Trademark	5/22/01
42	5/22/96	Festival Buffet The Ultimate Buffet Adventure	Trademark	5/22/01
107	7/11/96	Royal Flush World Series	Trade Name	7/11/01
21	7/11/96	Royal Flush World Series	Trademark	7/11/01
22	7/11/96	Royal Flush World Series	Trademark	7/11/01
28	7/11/96	Royal Flush World Series	Trademark	7/11/01
33	7/11/96	Royal Flush World Series	Trademark	7/11/01
37	7/11/96	Royal Flush World Series	Trademark	7/11/01
38	7/11/96	Royal Flush World Series	Trademark	7/11/01
39	7/11/96	Royal Flush World Series	Trademark	7/11/01
40	7/11/96	Royal Flush World Series	Trademark	7/11/01

42	7/11/96	Royal Flush World Series	Trademark	7/11/01
39	10/23/96	Macho Back & Forth Royals w/design	Trademark	10/23/01
38	10/23/96	Macho Back & Forth Royals w/design	Trademark	10/23/01
37	10/23/96	Macho Back & Forth Royals w/design	Trademark	10/23/01
33	10/23/96	Macho Back & Forth Royals w/design	Trademark	10/23/01
22	10/23/96	Macho Back & Forth Royals w/design	Trademark	10/23/01
21	10/23/96	Macho Back & Forth Royals w/design	Trademark	10/23/01
107	10/23/96	Macho Back & Forth Royals w/design	Trademark	10/23/01
50	3/19/97	Noon Year's Eve w/design	Trademark	3/19/02
39	3/19/97	Noon Year's Eve w/design	Trademark	3/19/02
38	3/19/97	Noon Year's Eve w/design	Trademark	3/19/02
37	3/19/97	Noon Year's Eve w/design	Trademark	3/19/02
33	3/19/97	Noon Year's Eve w/design	Trademark	3/19/02
22	3/19/97	Noon Year's Eve w/design	Trademark	3/19/02
101	3/19/97	Noon Year's Eve w/design	Trade Name	3/19/02
107	3/19/97	Noon Year's Eve w/design	Trade Name	3/19/02
38	3/19/97	2ND Chance Parlay Card-All Ties Stay Alive	Trademark	3/19/02
37	3/19/97	2ND Chance Parlay Card-All Ties Stay Alive	Trademark	3/19/02
33	3/19/97	2ND Chance Parlay Card-All Ties Stay Alive	Trademark	3/19/02
50	3/19/97	2ND Chance Parlay Card-All Ties Stay Alive	Trademark	3/19/02
39	3/19/97	2ND Chance Parlay Card-All Ties Stay Alive	Trademark	3/19/02
22	3/19/97	2ND Chance Parlay Card-All Ties Stay Alive	Trademark	3/19/02
101	3/19/97	2ND Chance Parlay Card-All Ties Stay Alive	Trade Name	3/19/02
107	3/19/97	2ND Chance Parlay Card-All Ties Stay Alive	Trade Name	3/19/02

Ser#75-095146
Reg#2,040,709
 Ser#75-095,147
Reg#2,040,710

2/25/97 Sports On The Run
 2/25/97 The Royal Flush Capital Of The World!

50	7/14/97	Can't Lose Blackjack w/design	Trademark	7/14/02
39	7/14/97	Can't Lose Blackjack w/design	Trademark	7/14/02
38	7/14/97	Can't Lose Blackjack w/design	Trademark	7/14/02
37	7/14/97	Can't Lose Blackjack w/design	Trademark	7/14/02
33	7/14/97	Can't Lose Blackjack w/design	Trademark	7/14/02
22	7/14/97	Can't Lose Blackjack w/design	Trademark	7/14/02
101	7/14/97	Can't Lose Blackjack w/design	Trademark	7/14/02
107	7/14/97	Can't Lose Blackjack w/design	Trademark	7/14/02
107	4/3/98	Fiesta	Service Mark	4/3/03
41	3/23/99	Fiesta	Service Mark	3/23/09
42	12/8/98	Festival The Ultimate Buffet Adventure	Service Mark	12/8/08
	7/22/99	Fiesta Casino Hotel -- renewed		9/29/04

Ser#75/453,435
Reg#2,234,239
 Ser#75/140,499
Reg#2,207,916