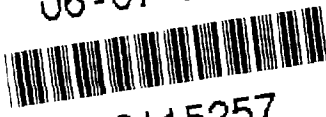


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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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T U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

6-7-02

1. Name of conveying party(ies):  
FOOTHILL CAPITAL CORPORATION

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State (California)  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: VSS ENTERPRISES, LLC  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 2800 Fremont Street  
City: Las Vegas State: NV Zip: 89104

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other limited liability company

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Release and Reassignment Agmt.

Execution Date: May 23, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 Please see attached schedule

B. Trademark Registration No.(s) \_\_\_\_\_  
 Please see attached schedule

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Kate Cregor  
 Internal Address: Brobeck Phleger & Harrison LLP  
 Suite 2100  
 Street Address: 550 South Hope Street  
 City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 N/A

DO NOT USE THIS SPACE

9. Signature.  
 Kate Cregor \_\_\_\_\_ June 4, 2002  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

06/10/2002 GT0N11 00000031 2049268  
01 FC:481 40.00 OP  
02 FC:482 150.00 OP

TRADEMARK  
REEL: 002520 FRAME: 0759

SCHEDULE A

to the Release and Reassignment Agreement

Registered Trademark Collateral

	<u>Type</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application No.</u>
1.	Trademark	United States	Big Easy Club		2,049,268
2.	Trademark	United States	One Stop Family Fun Spot		1,432,418
3.	Trademark	United States	Superstar Bingo		1,770,519
4.	Trademark	United States	Superstar Bingo and Design		1,779,268
5.	Trademark	United States	The Flagship of the Boulder Strip		2,125,508
6.	Trademark	United States	Don't Miss the Boat		1,418,677
7.	Trademark	United States	Castaways	March 1, 2001	76/220157

## RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is executed as of May 23, 2002 by Foothill Capital Corporation, a California corporation ("Foothill").

### W I T N E S S E T H:

WHEREAS, Foothill and VSS ENTERPRISES, LLC., a Nevada limited liability company ("Borrower"), are parties to that certain Loan and Security Agreement, dated as of March 29, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, Foothill and Borrower are parties to that certain Trademark Security Agreement, dated as of March 29, 2000 (the "Trademark Agreement"), pursuant to which Borrower granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Trademark Agreement), including, without limitation, the registered trade marks and trademark applications as described in Schedule A attached hereto, as security for Borrower's obligations to Foothill under the Loan Agreement;

WHEREAS, Borrower has satisfied its obligations under the Loan Agreement and has requested that Foothill release its security interest in the Trademark Collateral and reassign the same to Borrower;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

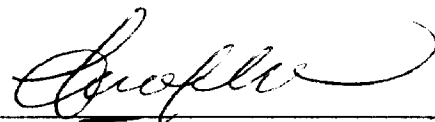
1. Foothill hereby releases, without any representation, recourse or undertaking by Foothill, its security interest in and collateral assignment of the Trademark Collateral.

2. Foothill hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Foothill, all of Foothill's right, title and interest, if any, in and to the Trademark Collateral appearing in Schedule A, attached hereto.

[Signature Page to Follow}

IN WITNESS WHEREOF, Foothill has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

Foothill Capital Corporation, a California corporation

By: 

Name: Teresa M. Bolick

Title: Vice President

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA

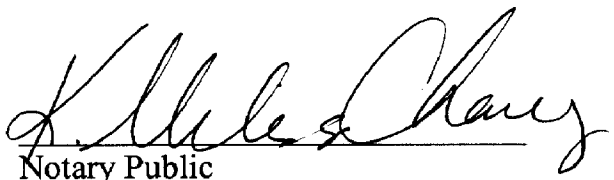
COUNTY OF LOS ANGELES

)ss.

On MAY 23, 2002, before me, K. Melissa Chavez, Notary Public, personally appeared TERESA M. BOLICK, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~she executed the same in his/her authorized capacity, and that by ~~his~~her signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.





Notary Public

My Comm. Expires January 20, 2005