FORM PTO-1594
1-31-92

10-07-2002

102242111

ER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

10-7-02

Tab settings ⇨ ⇨ ⇨ ▼

To the Honorable Commissione rd the attached original documents or copy thereof.

1. Name of conveying party(ies):

Station Casinos, Inc.

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

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

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

Name: Bank of America, N.A., as Administrative Agent

Internal Address: Attn: Stations Acct Officer

Street Address: 555 S. Flower St., 17th Floor CA9-706-17-54

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

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: Sept. 18, 2002

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: Federal Research Co., LLC

Internal Address:

Street Address: 1030 15th St., NW, Ste 920

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved: 102

7. Total fee (37 CFR 3.41):..... $ 2,565.00

☒ 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.

Brent E. Horstman — Name of Person Signing

Signature

10/2/02 — Date

Total number of pages comprising cover sheet: 25

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

Do not detach this portion

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

10/08/2002 GTON11 00000056 1788567

01 FC:481 40.00 OP
02 FC:482 2525.00 OP

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

TRADEMARK

EXHIBIT A

TRADEMARK REPORT

Trademark Name	Registration No./ Application No.	Registration Date/ Filing Date
Aces Over Deuces	1,788,567	17-Aug-93
Action Buffet	1,565,241	07-Nov-89
Barley's	2,253,168	15-Jun-99
Barley's Casino & Brewing Company (and design)	2,145,819	24-Mar-98
Battle Station	2,232,107	16-Mar-99
Boarding Pass	2,083,905	29-Jul-97
Boarding Pass Rewards	76/223,599	12-Mar-01
Bonus Play Cash	76/269,339	08-Jun-01
Boulder Station	1,634,453	05-Feb-91
BOULDER STATION	1,661,188	15-Oct-91
Bugatti's Little Italy Café	75/571,007	14-Oct-98
Cabo	2,579,020	11-Jun-02
Car A Day in May Giveaway (and Design)	1,850,941	23-Aug-94
Car-A-Day	2,085,185	05-Aug-97
Come to Play..Plan to Stay!	75/721,902	03-Jun-99
Come to Play..Plan to Stay!	2,568,881	14-May-02
Costa Del Sol	2,184,884	25-Aug-98
Craig Ranch Road	75/916,358	11-Feb-00
Craig Ranch Station	75/916,355	11-Feb-00
Craig Ranch Station	75/916,359	11-Feb-00
Craig Ranch Station	75/916,360	11-Feb-00
Crazy Eights	1,874,258	17-Jan-95
DESERT FORTUNE (& design)	2,043,066	11-Mar-97
Double on Diamonds	1,798,260	12-Oct-93
Durango Station	75/935,974	02-Mar-00
Durango Station	75/935,942	02-Mar-00
Durango Station	75/935,940	02-Mar-00
E-SLOTS (and design)	76/267,990	05-Jun-01
Everybody Needs Some Texas	2,046,546	18-Mar-97
Fantastic Fives	1,798,259	12-Oct-93
Feast Around the World	2,168,341	23-Jun-98
Festival The Ultimate Buffet Adventure	2,207,916	08-Dec-98
Fiesta	2,234,239	14-Dec-94
Fishermans Broiler	1,483,923	05-Apr-88

EXHIBIT A

Fishermans Broiler (stylized)	1,484,814	12-Apr-88
Flush Mania	1,788,565	17-Aug-93
FOOTBALL FRENZY	76/383,763	14-Mar-02
Gaudi Bar	2,207,672	01-Dec-98
Great Giveaway	2,266,731	03-Aug-99
GREEN VALLEY RANCH	76/205,292	01-Feb-01
GREEN VALLEY RANCH	76/205,294	01-Feb-01
GREEN VALLEY RANCH	76/205,293	01-Feb-01
Green Valley Station	76/140,399	04-Oct-00
INDIAN SUNSHINE LOGO	1,996,778	14-Feb-91
INDIAN SUNSHINE LOGO	1,999,478	10-Sep-96
Jokers Gone Wild	1,788,564	17-Aug-93
Kenomania	1,634,451	05-Feb-91
LOCAL'S FAVORITE	76/368,583	08-Feb-02
Loose Caboose	2,001,416	17-Sep-96
Loose Caboose	2,001,417	17-Sep-96
March In Drive Out	2,433,618	06-Mar-01
Million in May	2,281,074,	28-Sep-99
NOBODY STACKS UP BETTER	2,450,657	15-May-01
One Card Does It All!	2,479,854	21-Aug-01
Orleans Seafood Company	2,191,320	22-Sep-98
Palace Station (and design)	1,494,471	28-Jun-88
Palace Station (and design)	1,494,589	28-Jun-88
Palace Station (stylized)	1,479,936	08-Mar-88
Palace Station (stylized)	1,480,097	08-Mar-88
Palace Station (stylized)	1,491,647	07-Jun-88
Pancho Villa's Cantina	2,324,727	29-Feb-00
Party Play Cash	76/269,340	08-Jun-01
Pasta Palace	1,634,536	05-Feb-91
Personal Progressive	76/112,395	18-Aug-00
Play Cash	76/269,336	08-Jun-01
Racey Aces	1,789,721	24-Aug-93
Red Rock Station	75/935,947	02-Mar-00
Red Rock Station	75/935,946	02-Mar-00
Red Rock Station	75/935,941	02-Mar-00
Red Rock Station	75/935,973	02-Mar-00
Return Play Cash	76/269,338	08-Jun-01
Reversible Royals	1,634,452	05-Feb-91
Riverfront Station	1,900,151	13-Jun-95
Royal Court	1,788,563	17-Aug-93
Santa Fe Station	2,568,347	07-May-02

TRADEMARK
REEL: 002587 FRAME: 0008

EXHIBIT A

Santa Fe Station	76/108,961	14-Aug-00
SLOT-O-RAMA	2,116,039	25-Nov-97
South Beach	2,360,645	20-Jun-00
Sports on the Run	2,040,709	25-Feb-97
Station Casino	2,224,338	16-Feb-99
Station Casino	1,863,360	15-Feb-94
Station Casino	1,864,405	22-Nov-94
STATION REWARDS	76/225,892	16-Mar-01
Station to Station Travel	2,309,634	18-Jan-00
Straight Flush Rush	1,788,561	17-Aug-93
Sunset Station	2,106,796	21-Oct-97
Sunset Station	2,087,587	12-Aug-97
Sunset Station	74/601,471	21-Nov-94
Sweetheart Royal Poker	1,788,562	17-Aug-93
Texas Station	2,129,911	20-Jan-98
Texas Station	2,085,735	05-Aug-97
Texas Station Gambling Hall & Hotel	2,097,143	16-Sep-97
Texas Station Gambling Hall & Hotel	2,121,064	16-Dec-97
The Feast	1,920,433	19-Sep-95
The Midnight Feat (and design)	1,653,993	13-Aug-91
The Official Royal Flush Capital of the World	2,421,330	16-Jan-01
The Royal Flush Capital of the World	2,040,710	25-Feb-97
Triple Pay Deuces Wild Poker	1,788,560	01-Aug-93
Ultimate Slot-O-Rama	2,117,892	02-Dec-97
Wild Wild West Casino & Hotel	2,053,006	15-Apr-97
Wild Wild West Casino & Hotel	2,053,007	15-Apr-97
Xtra Play Cash	76/269,337	16-Mar-93

TRADEMARK
REEL: 002587 FRAME: 0009

AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT

This AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT (the "Assignment") dated as of September 18, 2002, is jointly and severally made by each of the parties listed on the signature pages hereto (each of them a "Grantor", and collectively, "Grantors") in favor of Bank of America, N.A., as the Administrative Agent (the "Administrative Agent") for the benefit of the Lenders that are party to the Loan Agreement referred to below, with reference to the following facts:

RECITALS

A. Pursuant to that certain Amended and Restated Loan Agreement dated as of September 18, 2002 by and among Palace Station Hotel & Casino, Inc., a Nevada corporation ("Palace"), Boulder Station, Inc., a Nevada corporation ("Boulder"), Texas Station, LLC, a Nevada limited liability company ("Texas"), Santa Fe Station, Inc., a Nevada corporation ("Santa Fe"), Sunset Station, Inc., a Nevada corporation ("Sunset"), Lake Mead Station Holdings, LLC, a Nevada limited liability company ("Lake Mead Holdings"), Lake Mead Station, Inc., a Nevada corporation ("Lake Mead"), Fiesta Station Holdings, LLC, a Nevada limited liability company ("Fiesta Holdings"), Fiesta Station, Inc., a Nevada corporation ("Fiesta" and, collectively with Palace, Boulder, Texas, Santa Fe, Sunset, Lake Mead Holdings, Lake Mead and Fiesta Holdings, the "Borrowers"), Station Casinos, Inc. ("Parent") (but only for the purpose of making the covenants set forth in Articles 6 and 7 of the Loan Agreement), the Lenders which are parties thereto (collectively, the "Lenders" and individually, a "Lender") and Bank of America, N.A., as Administrative Agent (as the same may be amended, renewed, extended or otherwise modified from time to time, the "Loan Agreement"), the Lenders are making certain credit facilities available to Borrowers. The Loan Agreement amends and restates in its entirety the Third Amended and Restated Reducing Revolving (the "Existing Loan Agreement") among Palace, Boulder, Texas, Sunset and certain other former Subsidiaries of Parent, as the Borrowers, Parent (but only for the limited purposes specified therein), the Lenders party thereto and the Administrative Agent.

B. Parent has entered into that certain Amended and Restated Parent Guaranty on even date herewith (the "Parent Guaranty"), executed by Parent in favor of Administrative Agent for the benefit of the Lenders.

C. The Sibling Guarantors have entered into that certain Amended and Restated Sibling Guaranty on even date herewith (the "Sibling Guaranty"), executed by Green Valley Station, Inc., GV Ranch Station, Inc., Tropicana Station, Inc., Palms Station, LLC, Sunset Station Leasing Company, LLC, Durango Station, Inc., Station Holdings, Inc., Vista Holdings, LLC, STN Aviation, Inc., Front Street Station, LLC, Red Rock Station Holdings, LLC, Charleston Station, Inc. and any other future Restricted Subsidiary from time to time a party thereto (collectively, the "Sibling Guarantors") in favor of Administrative Agent for the benefit of the Lenders.

D. This Agreement amends and restates the Trademark Collateral Assignment, as amended, referred to in the Existing Loan Agreement in its entirety, which was recorded on June 15, 1998 in Reel 1741, Frame 0254 of the records of the United States Office of Patents and Trademarks.

TRADEMARK
REEL: 002587 FRAME: 0010

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

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

AGREEMENT

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

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

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

"Collateral" means and includes all of the following: (a) all of Grantors' now-existing, or hereafter acquired, right, title, and interest in and to all of Grantors' trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those trademarks, terms, designs, and applications described in Schedule 1 hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including any claims by Grantors against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto.

"Grantors" means Borrowers, Parent, those Subsidiaries of Parent and any Persons that become parties hereto as provided in Section 6.12 of the Loan Agreement hereof, and each of them, and any one or more of them, jointly and severally.

"Secured Obligations" means (i) with respect to each Borrower, all Obligations of such Borrower now or hereafter existing under the Loan Agreement, the Notes, the Secured Swap Agreements, or under any of the Loan Documents, (ii) with respect to Parent, all Obligations of Parent now or hereafter existing under the Loan Agreement and the Amended and Restated Parent Guaranty; (iii) with respect to each Sibling Guarantor, all Obligations of such Sibling Guarantor now or hereafter existing under the Amended and Restated Sibling Guaranty, (iv) with respect to each Grantor (including each Borrower, Parent and Sibling Guarantor), all Obligations of such Grantor now or hereafter existing under this Agreement; and (v) with respect to each Grantor (including each

TRADEMARK
REEL: 002587 FRAME: 0011

Borrower, Parent and Sibling Guarantor), all interest that accrues on all or any part of any of the Obligations of such Grantor after the filing of any petition or pleading against such Grantor for a proceeding under any Debtor Relief Law.

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

2. Beneficial Ownership of Collateral. Grantors hereby acknowledge and agree that, although the Collateral listed on Schedule 1 hereto is registered with either the USPTO or the appropriate government agency of the State of Nevada in the name of Parent, the Borrowers are authorized and entitled to use the Collateral. Borrowers' grant and assignment made pursuant hereto are of all their rights to use the Collateral and any other rights that Borrowers may have in the Collateral.

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

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

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

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

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

(c) No Grantor nor any Subsidiary of any Grantor shall file any application for the registration of a trademark with the USPTO or any similar office or agency in the United States, any State therein, or any other country, unless such Grantor or Subsidiary

TRADEMARK
REEL: 002587 FRAME: 0012

has, by thirty (30) days' prior written notice, informed Secured Party of such action. Upon request of Secured Party, Grantors shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the assignment to Secured Party of such trademark. Each Grantor authorizes Secured Party to modify this Assignment by amending Schedule 1 to include any new trademark or service mark, and any trademark or service mark renewal of any Grantor applied for and obtained hereafter.

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

(e) Grantors will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to maintain the Trademarks and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(f) Each Grantor will promptly notify Secured Party if such Grantor (or any Affiliate or Subsidiary thereof) learns of any material use by any Person of any term or design likely to cause confusion with any of the Trademarks, or of any material use by any Person of any other process or product which infringes upon any of the Trademarks. If requested by Secured Party, Grantors, at their expense, shall join with Secured Party in such action as Secured Party in Secured Party's discretion, may reasonably deem advisable for the protection of Secured Party's interest in and to the Trademarks.

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

(h) Grantors shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO or any other foreign or domestic Governmental Agency, court or body, regarding any Grantor's claim of ownership in any of the Trademarks. In the event of any material infringement of any of the Trademarks by a third party, Grantors shall promptly notify Secured Party of such infringement and sue for and diligently pursue damages for such infringement. If any Grantor shall fail to take such action within one (1) month after such notice is given to Secured Party, Secured Party may, but shall not be required to, itself take such action in the name of any or all Grantors, and each Grantor hereby appoints Secured Party the true and lawful attorney of Grantors, for them and in their name, place and stead, on behalf of Grantors, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantors, net of costs and reasonable attorneys' fees, to be applied to the Secured Obligations.

TRADEMARK
REEL: 002587 FRAME: 0013

(i) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests and collateral assignments provided for in this Assignment under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other Law of the United States, the State of California, or of any countries or other States as Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to Secured Party its rights hereunder or in any of the Collateral, and each Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest and collateral assignments, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Each Grantor further authorizes Secured Party to have this or any other similar assignment or security agreement recorded or filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

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

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

6. License. Secured Party hereby grants to Grantors the exclusive, nontransferable, royalty-free right and license to use the Collateral, for Grantors' sole account and benefit, in the ordinary course of Grantors' business, so long as Secured Party shall not have foreclosed its Lien on the Collateral in connection with the exercise of its rights and remedies hereunder provided that nothing hereunder shall preclude a Disposition permitted by the Loan Agreement.

7. Events of Default. Any "Event of Default" as defined in the Loan Agreement shall constitute an Event of Default hereunder.

TRADEMARK
REEL: 002587 FRAME: 0014

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

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

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral, or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantors with written notice thereof as required by the Uniform Commercial Code. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Parent, on behalf of all Grantors. Each Grantor hereby irrevocably appoints Parent as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to Parent. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 8(c). Secured Party shall have the power to buy the Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 8(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantors agree to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Loan Agreement. Grantors shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the Loan Agreement.

TRADEMARK
REEL: 002587 FRAME: 0015

(f) If any such license, assignment, sale, or other disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Grantors shall supply to Secured Party, or Secured Party's designee, Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution hereof.

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

9. Waivers.

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

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

(c) Except for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any Person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by Law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Loan Agreement or the Collateral unless such waiver be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Loan Agreement or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

TRADEMARK
REEL: 002587 FRAME: 0016

10. Costs and Expenses.

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

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

11. Miscellaneous.

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

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

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

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

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

(f) Any failure or delay by Secured Party to require strict performance by Grantors of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or

TRADEMARK
REEL: 002587 FRAME: 0017

affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantors, specifying such waiver.

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

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

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

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

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

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

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

TRADEMARK
REEL: 002587 FRAME: 0018

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

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

17. WAIVER OF JURY TRIAL. EACH GRANTOR AND SECURED PARTY EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS ASSIGNMENT, THE LOAN ASSIGNMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH GRANTOR AND SECURED PARTY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS ASSIGNMENT, THE LOAN ASSIGNMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS ASSIGNMENT, THE LOAN ASSIGNMENT AND THE OTHER LOAN DOCUMENTS. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

TRADEMARK
REEL: 002587 FRAME: 0019

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

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

"Grantors"

BOULDER STATION, INC.
GV RANCH STATION, INC.
LAKE MEAD STATION, INC.
PALACE STATION HOTEL & CASINO, INC.
SANTA FE STATION, INC.
SUNSET STATION, INC.
TROPICANA STATION, INC.

By: Glenn C Christenson
Glenn C. Christenson,
Senior Vice President and Treasurer

FIESTA STATION, INC.

By: Glenn C Christenson
Glenn C. Christenson,
Treasurer and Assistant Secretary

GREEN VALLEY STATION, INC.

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

DURANGO STATION, INC.
STATION HOLDINGS, INC.
CHARLESTON STATION, INC.

By: Glenn C Christenson
Glenn C. Christenson,
President, Treasurer and Assistant Secretary

TRADEMARK
REEL: 002587 FRAME: 0020

FIESTA STATION HOLDINGS, LLC
LAKE MEAD STATION HOLDINGS, LLC
RED ROCK STATION HOLDINGS, LLC

By: _____
Glenn C. Christenson, Manager

PALMS STATION, LLC
SUNSET STATION LEASING COMPANY, LLC
TEXAS STATION, LLC

By: STATION CASINOS, INC., its member

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

STATION CASINOS, INC.

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

VISTA HOLDINGS, LLC

By: _____
Richard Haskins,
Manager

Address for all the foregoing:
c/o Station Casinos, Inc.
2411 West Sahara Avenue
Las Vegas, Nevada 89102
Attn: Glenn C. Christenson
Telecopier: (702) 367-2424
Telephone: (702) 367-2484

ACCEPTED AND AGREED TO:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Janice Hammond

TRADEMARK
REEL: 002587 FRAME: 0021

FIESTA STATION HOLDINGS, LLC
LAKE MEAD STATION HOLDINGS, LLC
RED ROCK STATION HOLDINGS, LLC

By: _____
Glenn C. Christenson, Manager

PALMS STATION, LLC
SUNSET STATION LEASING COMPANY, LLC
TEXAS STATION, LLC

By: STATION CASINOS, INC., its member

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

STATION CASINOS, INC.

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

VISTA HOLDINGS, LLC

By: _____
Richard Haskins,
Manager

Address for all the foregoing:
c/o Station Casinos, Inc.
2411 West Sahara Avenue
Las Vegas, Nevada 89102
Attn: Glenn C. Christenson
Telecopier: (702) 367-2424
Telephone: (702) 367-2484

ACCEPTED AND AGREED TO:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Janice Hammond
Janice Hammond

TRADEMARK
REEL: 002587 FRAME: 0022

SCHEDULE 1

TRADEMARK REPORT

Trademark Name	Registration No./ Application No.	Registration Date/ Filing Date
Aces Over Deuces	1,788,567	17-Aug-93
Action Buffet	1,565,241	07-Nov-89
Barley's	2,253,168	15-Jun-99
Barley's Casino & Brewing Company (and design)	2,145,819	24-Mar-98
Battle Station	2,232,107	16-Mar-99
Beer Factory	Unfiled	
Boarding Pass	2,083,905	29-Jul-97
Boarding Pass Rewards	76/223,599	12-Mar-01
Bonus Play Cash	76/269,339	08-Jun-01
Boulder Station	1,634,453	05-Feb-91
BOULDER STATION	1,661,188	15-Oct-91
BOUNCE BACK BONUS!	Unfiled	
Bugatti's Little Italy Café	75/571,007	14-Oct-98
Cabo	2,579,020	11-Jun-02
Car A Day in May Giveaway (and Design)	1,850,941	23-Aug-94
CAR A WEEK GIVEAWAY	1,951,225	23-Jan-96
Car-A-Day	2,085,185	05-Aug-97
Come to Play..Plan to Stay!	75/721,902	03-Jun-99
Come to Play..Plan to Stay!	2,568,881	14-May-02
Costa Del Sol	2,184,884	25-Aug-98
Craig Ranch Road	75/916,358	11-Feb-00
Craig Ranch Station	75/916,355	11-Feb-00
Craig Ranch Station	75/916,359	11-Feb-00
Craig Ranch Station	75/916,360	11-Feb-00
Crazy Eights	1,874,258	17-Jan-95
DESERT FORTUNE	2,026,871	31-Dec-96
DESERT FORTUNE (& design)	2,043,066	11-Mar-97
Double on Diamonds	1,798,260	12-Oct-93
Durango Station	75/935,974	02-Mar-00
Durango Station	75/935,945	02-Mar-00
Durango Station	75/935,942	02-Mar-00
Durango Station	75/935,940	02-Mar-00
E-SLOTS (and design)	76/267,990	05-Jun-01
Everybody Needs Some Texas	2,046,546	18-Mar-97

Fantastic Fives	1,798,259	12-Oct-93
Feast Around the World	2,168,341	23-Jun-98
Festival The Ultimate Buffet Adventure	2,207,916	08-Dec-98
Fiesta	75/796,411	09-Sep-99
FIESTA	75/797,173	10-Sep-99
FIESTA	75/796,409	09-Sep-99
Fiesta	2,234,239	14-Dec-94
FIESTA & Design	75/804,114	16-Sep-99
FIESTA & Design	75/804,115	16-Sep-99
FIESTA (& design)	75/804,187	16-Sep-99
FIESTA (AND DESIGN)	75/804,185	16-Sep-99
FIESTA AND DESIGN	75/804,186	16-Sep-99
Fishermans Broiler	1,483,923	05-Apr-88
Fishermans Broiler (stylized)	1,484,814	12-Apr-88
Flush Mania	1,788,565	17-Aug-93
FOOTBALL FRENZY	76/383,763	14-Mar-02
FREE "PLAY CASH"	Unfiled	
Gaudi Bar	2,207,672	01-Dec-98
Great Giveaway	2,266,731	03-Aug-99
GREEN VALLEY RANCH	76/205,292	01-Feb-01
GREEN VALLEY RANCH	76/205,294	01-Feb-01
GREEN VALLEY RANCH	76/205,293	01-Feb-01
Green Valley Station	76/140,399	04-Oct-00
INDIAN SUNSHINE LOGO	1,996,778	14-Feb-91
INDIAN SUNSHINE LOGO	1,999,478	10-Sep-96
Jokers Gone Wild	1,788,564	17-Aug-93
Kenomania	1,634,451	05-Feb-91
KING OF LATE NIGHT	Unfiled	
LOCAL'S FAVORITE	76/368,583	08-Feb-02
Loose Caboose	2,001,416	17-Sep-96
Loose Caboose	2,001,417	17-Sep-96
March In Drive Out	2,433,618	06-Mar-01
Million in May	2,281,074,	28-Sep-99
Miscellaneous Design (Elephant)	75/842,890	08-Nov-99
Miscellaneous Design (Gazzelle)	75/842,888	08-Nov-99
Miscellaneous Design (Giraffe)	75/842,889	08-Nov-99
Miscellaneous Design (Monkey)	75/842,891	08-Nov-99
Miscellaneous Design (Rhinos)	75/842,892	08-Nov-99
NOBODY STACKS UP BETTER	2,450,657	15-May-01
One Card Does It All!	2,479,854	21-Aug-01
Orleans Seafood Company	2,191,320	22-Sep-98

TRADEMARK
REEL: 002587 FRAME: 0024

Palace Station (and design)	1,494,471	28-Jun-88
Palace Station (and design)	1,494,589	28-Jun-88
Palace Station (stylized)	1,479,936	08-Mar-88
Palace Station (stylized)	1,480,097	08-Mar-88
Palace Station (stylized)	1,491,647	07-Jun-88
Pancho Villa's Cantina	2,324,727	29-Feb-00
Party Play Cash	76/269,340	08-Jun-01
Pasta Palace	1,634,536	05-Feb-91
Personal Progressive	76/112,395	18-Aug-00
Play Cash	76/269,336	08-Jun-01
Racey Aces	1,789,721	24-Aug-93
RAINING REWARDS	Unfiled	
Red Rock Station	75/935,947	02-Mar-00
Red Rock Station	75/935,946	02-Mar-00
Red Rock Station	75/935,941	02-Mar-00
Red Rock Station	75/935,973	02-Mar-00
Return Play Cash	76/269,338	08-Jun-01
Reversible Royals	1,634,452	05-Feb-91
Riverfront Station	1,900,151	13-Jun-95
Royal Court	1,788,563	17-Aug-93
Santa Fe Station	2,568,347	07-May-02
Santa Fe Station	76/108,961	14-Aug-00
SLOT-O-RAMA	2,116,039	25-Nov-97
South Beach	2,360,645	20-Jun-00
Sports on the Run	2,040,709	25-Feb-97
Station Casino	2,224,338	16-Feb-99
Station Casino	1,863,360	15-Feb-94
Station Casino	1,864,405	22-Nov-94
STATION REWARDS	76/225,892	16-Mar-01
Station to Station Travel	2,309,634	18-Jan-00
Straight Flush Rush	1,788,561	17-Aug-93
Sunset Station	2,106,796	21-Oct-97
Sunset Station	2,087,587	12-Aug-97
Sunset Station	74/601,471	21-Nov-94
Sunset Station	74/691,470	21-Nov-94
Sweetheart Royal Poker	1,788,562	17-Aug-93
Texas Station	2,129,911	20-Jan-98
Texas Station	2,085,735	05-Aug-97
Texas Station Gambling Hall & Hotel	2,097,143	16-Sep-97
Texas Station Gambling Hall & Hotel	2,121,064	16-Dec-97
The Feast	1,920,433	19-Sep-95

TRADEMARK
REEL: 002587 FRAME: 0025

The Feast (and design)	1,661,178	15-Oct-91
The Locals Know	Let Go	
The Midnight Feat (and design)	1,653,993	13-Aug-91
The Official Royal Flush Capital of the World	2,421,330	16-Jan-01
The Reserve	75/437,891	20-Feb-98
The Reserve	75/040,754	05-Jan-96
The Reserve	75/978,555	16-Jun-99
The Reserve	75/978,650	15-Sep-99
The Reserve	75/988,556	16-Jan-99
The Royal Flush Capital of the World	2,040,710	25-Feb-97
Triple Pay Deuces Wild Poker	1,788,560	01-Aug-93
Ultimate Slot-O-Rama	2,117,892	02-Dec-97
Wild Wild West Casino & Hotel	2,053,006	15-Apr-97
Wild Wild West Casino & Hotel	2,053,007	15-Apr-97
Xtra Play Cash	76/269,337	16-Mar-93
"Bonus Sevens" Poker	25,793	17-Dec-92
2nd Chance Parlay Card-All Ties Stay Alive	29,836	19-Mar-97
2nd Chance Parlay Cad-All Ties Stay Alive	29,832	19-Mar-97
2nd Chance Parlay Cad-All Ties Stay Alive	29,834	19-Mar-97
2nd Chance Parlay Cad-All Ties Stay Alive	29,833	19-Mar-97
2nd Chance Parlay Cad-All Ties Stay Alive	29,835	19-Mar-97
2nd Chance Parlay Cad-All Ties Stay Alive	29,830	19-Mar-97
55+ (& design)	34,315	16-Oct-01
8's or better	25,791	17-Dec-2
Aces over Deuces	25,792	17-Dec-92
Action Buffet	22,417	23-Feb-89
Baja Beach Cafe	34,255	21-Sep-01
Barley's Casino & Brewing Company	28,582	08-Nov-95
Beer Factory	Unfiled	Unfiled
Beyond the Best	29,976	15-May-97
Beyond the Best	29,977	15-May-97
Bingo Palace	31,027	25-Apr-78
Black Mountain	25,865	05-Mar-96
Blue Chip Bingo	Unfiled	
Blue Diamond	28,866	05-Mar-96

Boarding Pass	29,326	21-Aug-96
Boarding Pass Rewards	33,730	13-Mar-01
Boulder Station	23,432	09-Mar-90
Boulder Station	23,433	09-Mar-90
Boxer's	32,569	14-Dec-99
Bullfighter's Bar	30,771	06-Mar-98
Cabo	30,791	09-Mar-98
Cabo	30,792	09-Mar-98
Cabo	30,793	09-Mar-98
Can't Lose Blackjack	30,121	14-Jul-97
Can't Lose Blackjack	30,122	14-Jul-97
Can't Lose Blackjack	30,123	14-Jul-97
Can't Lose Blackjack	30,124	14-Jul-97
Can't Lose Blackjack	30,125	14-Jul-07
Can't Lose Blackjack	30,126	14-Jul-07
Capri	30,769	09-Mar-98
Car A Day	20,691	07-May-93
Car A Day Giveaway	19,856	02-Oct-85
Car a Day in May	20,672	30-Apr-93
Car a Day in May Giveaway	20,673	30-Apr-93
Car A Day in May Giveaway	19,782	19-Aug-85
Casino St. Charles and design	12,945	30-Aug-94
Cerveza Cantina	34,238	13-Sep-01
Club Madrid	30,768	06-Mar-98
Coco Loco	34,237	13-Sep-01
Crazy Eights	25,794	17-Dec-92
Crazy Marys & Wild Bill's Brews	29,009	07-May-96
Dallas City Limits	29,008	07-May-96
Double on Diamonds	25,795	17-Dec-92
Everybody Needs Some Texas	28,717	28-Dec-95
Everybody Needs Some Texas	28,718	28-Dec-95
Everybody's Winning at Texas	29,406	23-Sep-96
Famous for Winners!	Unfiled	
Famous for Winners!	29,463	23-Oct-96
Famous for Winners!	Unfiled	
Fantastic Fives	25,796	17-Dec-92
Festival Buffet	33,999	14-Jun-01
Fiesta	30,878	03-Apr-98
Flush Mania	25,797	17-Dec-92
Football Frenzy	34,256	21-Sep-01
From the People Who Created Local	34,512	21-Feb-02

TRADEMARK
REEL: 002587 FRAME: 0027

Casinos		
From the People Who Created Local Casinos	34,511	21-Feb-02
Fuego	Unfiled	
Go for Broke	Let Go	09-Mar-95
Green Valley Station	Unfiled	
Home of the 4 of a Kind!	Unfiled	
Jokers Gone Wild	25,798	17-Dec-92
Jumbo Bingo Progressive	34,72	17-Jul-01
Jumpin' Jacks	25,799	17-Dec-92
Kenomania	23,436	09-Mar-90
King of Late Night	34,743	10-May-02
Lava	34,186	23-Aug-01
Let's Get Ready to Gamble	Pending	
Local's Favorite	34,687	16-Apr-02
Local's Favorite	34,686	16-Apr-02
Loose Caboose	28,529	20-Oct-95
Loose Caboose	28,530	20-Oct-95
Lose the Blues Cruise Giveaway	29,007	07-May-96
March In Drive Out	32,905	13-Apr-00
Margaritaville	Unfiled	
Million in May	31,038	22-Jun-98
More Comps, More Often!	Unfiled	
No Jackpots Required!	31,076	29-Jun-98
No Slot Club	24,165	07-Jan-91
Noon Year's Eve	Unfiled	
Odd Ball Bingo	30,811	10-Mar-98
One Card Does It All	33,188	21-Aug-00
Palace Station	21,229	28-Jul-87
Palace Station	18,796	05-Dec-83
Palace Station Casino	18,795	05-Dec-83
Palace Station Casino (w/logo)	19,042	16-Apr-84
Palace Station with logo	21,230	28-Jul-87
Pasta Palace	23,434	09-Mar-90
Paycheck Bonanza Plus	33,359	18-Oct-00
Poncha Villa's Cantina	14,300	02-Apr-98
Racey Aces	25,800	17-Dec-92
Red Rock	28,867	05-Mar-96
Reversible Royals	23,437	09-Mar-90
Riverfront Station	12,946	30-Aug-94
Rosalita's	30,772	06-Mar-98

TRADEMARK
REEL: 002587 FRAME: 0028

Royal Court	25,801	17-Dec-92
Royal Flush Capital of the World	28,408	18-Sep-00
Royal Flush Capital of the World	28,407	18-Sep-95
Santa Fe Station	33,325	11-Oct-00
Seville Bar	30,767	06-Mar-98
Six Pack ShootOut w/design	32,048	08-Jun-99
Slot Club and design	24,166	07-Jan-91
So Close You Can Touch the Stars!	29,640	11-Dec-96
South Beach	30,790	09-Mar-98
South Beach	30,789	09-Mar-98
South Beach	30,788	09-Mar-98
Southwest Services and Logo	21,317	28-Sep-97
Sports on the Run (& design)	28,414	18-Sep-95
Sports on the Run (& design)	28,410	18-Sep-95
Sports on the Run (& design)	28,412	18-Sep-95
Sports on the Run (& design)	28,413	18-Sep-95
Sports on the Run (& design)	28,415	18-Sep-95
Sports on the Run (& design)	28,411	18-Sep-95
St. Charles Riverfront Station	12,944	30-Aug-94
Station Casino	26,089	22-Mar-93
Station Casinos	26,090	22-Mar-93
Station Rewards	Unfiled	
Straight Flush Rush	25,802	17-Dec-92
Sunday Swing	29,005	07-May-96
Sunset Cafe	30,770	09-Mar-98
Sunset Station	29,407	23-Sep-96
Sunset Station	29,408	23-Sep-96
Super Bad-Beat Jackpot	29,266	02-Aug-96
Super Bad-Beat Progressive	29,267	02-Aug-96
Sweetheart Royal Poker	25,803	17-Dec-92
Ten-Gallon Breakfast Specials	29,003	07-May-96
Tequila Bar	Unfiled	
Tequilla Willies (& design)	Unfiled	
Texas Big Bucks	29,004	07-May-96
Texas Station	29,164	16-Jul-96
Texas Station	29,165	16-Jul-96
Texas Station Gambling Hall & Hotel	29,162	16-Jul-96
Texas Station Gambling Hall & Hotel	29,163	16-Jul-96
Texas Tycoons Giveaway	29,006	07-May-96
The Advantage Network	32,478	05-Nov-99
The Bingo Hall with design	29,320	21-Aug-96

TRADEMARK
REEL: 002587 FRAME: 0029

The Easiest Football Contest in the World	Unfiled	
The Easiest Football Contest in the World	Unfiled	
The Feast	29,184	14-Jan-91
The Feast (w design)	22,233	28-Nov-88
The Local Favorite	34,689	16-Apr-02
The Local Favorite	34,688	16-Apr-02
The Midnight Feast (stylized)	23,435	09-Mar-90
The Roaring Twenties	16,260	14-Mar-80
The Royal Flush Capital of the World	28,402	18-Sep-95
The Royal Flush Capital of the World	28,403	18-Sep-95
The Royal Flush Capital of the World	28,404	18-Sep-95
The Royal Flush Capital of the World	28,406	18-Sep-95
The Royal Flush Capital of the World	28,405	18-Sep-95
Track Connection (stylized)	34,770	21-May-02
Triple Pay Deuces Wild	25,804	17-Dec-92
Viva Salsa	30,766	06-Mar-98
Why Settle for Less?	Unfiled	
Wild Wednesday	29,002	07-May-96

RECORDED: 10/07/2002

TRADEMARK
REEL: 002587 FRAME: 0030