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DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 06/04)
OMB Collection 0551-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Cannery Casino Resorts, LLC

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

Citizenship (see guidelines) Nevada

Execution Date(s) 09/28/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The CIT Group/Equipment Financing, Inc.,

Internal

Address: as Administrative Agent

Street Address: 1540 W. Fountainhead Parkway

City: Tempe

State: AZ

Country: USA

Zip: 85282

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship Delaware

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

see attached Schedule 1

B. Trademark Registration No.(s)

see attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Co., LLC

Internal Address:

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

City: Washington

State: DC

Zip: 20005

Phone Number: 202-783-2700

Fax Number: 202-783-0145

Email Address:

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 615.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number 50-3155

Authorized User Name Federal Research

9. Signature:

Julie Cravitz
Signature

10/07/2004

Date

Julie Cravitz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 20

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American Legistics, Inc.
www.USCourts.com

CH \$615.00 503155 76485580

SCHEDULE I

Existing and Pending Trademark Applications or Registrations with USPTO or other country

Mark	Class	Serial No	Filing Date	Reg No	Reg Date	Scope of Use
BOOZE & BETS and Design	41	76/485580	01/28/03			Casino and gaming services; providing gaming facilities; entertainment services in the nature of arranging, conducting and providing facilities for gaming and casino contests and tournaments; entertainment services in the nature of programs or episodes broadcast over television, cable television and pay-per-view featuring sporting events, sports commentators and betting experts discussing sporting events
BOOZE & BETS and Design	43	76/485578	01/28/03			Restaurant services; bar services; food preparation services
CANNERY	16	76/487437	02/05/03	2,880,810	09/07/04	Periodic publications in the nature of newsletters, magazines and newspapers concerning gaming instructions and events at and facilities of a hotel casino resort; writing instruments, stationery, postcards, calendars; posters; paper banners
CANNERY	25	76/485597	01/28/03	2,797,243	12/23/03	Men's, women's and children's wearing apparel, namely, shirts, T-shirts, polo shirts, jackets, hats, caps, sweaters, sweatshirts
CANNERY	28	76/485595	01/28/03	2,790,951	12/09/03	Gaming equipment, namely, chips and dice
CANNERY	41	76/485592	01/28/03			Casino and gaming services; providing gaming facilities; conducting and providing facilities for special events featuring casino and gaming contests and tournaments; entertainment services in the nature of providing facilities to view television, cable television and pay-per-view television entertainment programs or episodes featuring sporting events, commentators and betting experts discussing sporting events; and nightclub services
CANNERY	43	76/485589	01/28/03	2,870,964	08/10/04	Resort services; hotel services; restaurant services; bar services; cocktail lounge services; providing temporary lodging accommodations for others; food preparation services
CANNERY (Stylized)	16	76/485599	01/28/03			Periodic publications in the nature of newsletters, magazines and newspapers concerning gaming instructions and events at and facilities of a hotel casino resort; writing instruments, stationery, postcards, calendars; posters; paper banners
CANNERY (Stylized)	21	76/485598	01/26/03	2,790,952	12/09/03	Beverage glassware; coffee cups; mugs
CANNERY (Stylized)	25	76/485596	01/28/03	2,797,242	12/23/03	Men's, women's and children's wearing apparel, namely, shirts, T-shirts, polo shirts, jackets, hats, caps, sweaters, sweatshirts
CANNERY (Stylized)	28	76/485594	01/28/03	2,790,950	12/09/03	Gaming equipment, namely, chips and dice
CANNERY (Stylized)	41	76/485591	01/28/03			Casino and gaming services; providing gaming facilities; conducting and providing facilities for special events featuring casino and gaming contests and tournaments; entertainment

						services in the nature of providing facilities to view television, cable television and pay-per-view television entertainment programs or episodes featuring sporting events, commentators and betting experts discussing sporting events; and nightclub services
CANNERY (Stylized)	43	76/485588	01/28/03	2,837,974	05/04/04	Resort services; hotel services; restaurant services; bar services; cocktail lounge services; providing temporary lodging accommodations for others; food preparation services
CANNERY and Design	30	76/485593	01/28/03	2,857,431	06/29/04	Candy, cookies and chocolates
CANNERY and Design	41	76/485590	01/28/03	2,850,377	06/08/04	Provision of general and local news and information in the areas of sports, business, technology, entertainment, gaming, arts, dining, leisure, travel and games on and through a global computer network
CANNERY ROW	43	76/485576	01/28/03	2,764,094	09/16/03	Restaurant services; bar services; food preparation services
CANNERY ROW BUFFET and Design	43	76/485577	01/28/03	2,764,095	09/16/03	Restaurant services; bar services; food preparation services
CASA COCINA	43	76/485587	01/28/03	2,842,499	05/18/04	Restaurant services; bar services; food preparation services
CASA COCINA (Stylized)	43	76/485586	01/28/03	2,842,498	05/18/04	Restaurant services; bar services; food preparation services
PIN UPS	43	76/485585	01/28/03			Bar services; lounge services; nightclub services
PIN UPS (Stylized)	43	76/485584	01/28/03			Bar services; lounge services; nightclub services
WAVERLY'S	43	76/485583	01/28/03	2,756,005	08/28/03	Restaurant services; bar services; food preparation services
WAVERLY'S (Stylized)	43	76/485582	01/28/03	2,756,004	08/28/03	Restaurant services; bar services; food preparation services
VICTORY'S (Stylized)	43	76/485575	01/28/03			Restaurant services; bar services; food preparation services

TRADEMARK COLLATERAL ASSIGNMENT

This TRADEMARK COLLATERAL ASSIGNMENT (the "Assignment") is made and entered into as of September 28, 2004, by Cannery Casino Resorts, LLC, a Nevada limited liability company ("Borrower"), and each of the Persons listed on the signature pages hereto, together with each other Person who may become a party hereto in the manner provided in Section 12 hereof, and each of them, jointly and severally, as Grantors, in favor of The CIT Group/Equipment Financing, Inc., a Delaware corporation, as the Administrative Agent (as defined in the Credit Agreement) under the Credit Agreement referred to below, and for the benefit of the Lenders (as defined in the Credit Agreement) referred to below, with reference to the following facts:

RECITALS

A. Pursuant to the Credit Agreement of even date herewith among Borrower, the Lenders from time to time parties thereto, and Administrative Agent (as the same may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to extend certain credit facilities to Borrower.

B. The Credit Agreement provides, as a condition of the availability of such credit facilities to the Borrower, that Grantors shall enter into this Assignment to grant certain security interests to Secured Party in the Collateral, all under the terms and conditions set forth in this Assignment.

C. Grantors expect 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 Borrower, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantors hereby jointly and severally agree as follows:

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

"Assignment" means this 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, without limitation, those applications and registrations before the USPTO and filed in any other country as identified in Schedule 1 hereto (collectively, the "Trademarks"); (b) the goodwill of the business symbolized by each of 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 Borrower and each of its Subsidiaries, if any, that are parties hereto as indicated on the signature pages hereof, or that become parties hereto as provided in Section 12 hereof, and each of them, and any one or more of them, jointly and severally. At such times, if any, as no Subsidiaries of Borrower are parties hereto, the term "Grantors" shall refer solely to Borrower.

"Secured Obligations" means (i) with respect to Borrower, any and all present and future Obligations of any type or nature of Borrower to Secured Party arising under or relating to the Loan Documents, and (ii) with respect to each other Grantor, any and all present and future Obligations of any type or nature of such Grantor under the Guaranty made by such Grantor in favor of Secured Party; and (c) all interest that accrues on all or any part of any of the Obligations of the Grantors under the Loan Documents after the filing of any petition or pleading against any Grantor or any other Person for a proceeding under any Debtor Relief Laws.

"Secured Party" means the Administrative Agent (acting as the Administrative Agent and/or on behalf of the Lenders), and the Lenders, and each of them, and any one or more of them. Subject to the terms and conditions of the Credit Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by the Administrative Agent.

2. Incorporation of Representations, Warranties, Covenants and Other Provisions of Loan Documents. This Assignment is one of the "Loan Documents" referred to in the Credit 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 Assignment and are incorporated herein by this reference as though fully set forth in full.

3. Security Interest. For valuable consideration, Grantors and each of them hereby jointly and severally grant a security interest to Secured Party in all of the presently existing and hereafter acquired Collateral to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them. 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, or from time to time create new Secured Obligations after all or any prior Secured Obligations have been satisfied, and notwithstanding the bankruptcy of any Grantor or any other Person or any other event or proceeding affecting any Person.

4. Representations, Warranties and Covenants. Grantors, and each of them, represent, warrant and agree that:

(a) To Grantors' respective knowledge, as of the Closing Date all of the existing Collateral is valid and subsisting in full force and effect, and Grantors 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 (to the extent any Collateral is necessary for the operation of Grantors' business) the existence of such Collateral as valid, subsisting, and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. To Grantors' respective knowledge, the Collateral is not subject to any Liens, claims, mortgages, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as provided in favor of Secured Party and except as listed in Schedule 2 hereto.

(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 other country other than those described in Schedule 1.

(c) Except as listed on Schedule 3, to the best of each Grantor's knowledge, there are no actions, suits, proceedings or investigations pending or threatened against Grantors before any Governmental Agency which, if determined adversely to Grantors, would cause the Collateral, or any portion thereof, to be adjudged invalid or unenforceable, in whole or in part.

(d) Other than within any Grantor's normal course of business, Grantors shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or nonexclusive license or sublicense relating thereto, except as permitted herein or under the Credit Agreement, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party. Nothing in this Assignment shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder or under the Credit Agreement.

(e) If any Grantor, after the Closing Date, shall file any application for, or obtain the registration of, a trademark with the USPTO or any other country, such Grantor shall promptly inform Secured Party of such registration or application in writing. 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 grant of a security interest to Secured Party of such application or registered trademark. Each Grantor authorizes Secured Party to modify this Assignment by amending Schedule 1 to include any new trademark or service mark registered or the subject of an application with the USPTO or any other country.

(f) Except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect, no Grantor nor any Subsidiary of any

Grantor will do any act, or omit to do any act, whereby a material Trademark may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable. Each Grantor shall notify Secured Party promptly if such Grantor knows, or has reason to know, of any reason why any application, registration, or recording of a material Trademark filed with the USPTO or other country may become abandoned, cancelled, invalidated, or unenforceable.

(g) Grantors will render any assistance, as Secured Party may 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 and to protect Secured Party's security interest in the Trademarks.

(h) Each Grantor will promptly notify Secured Party if such Grantor (or Subsidiary thereof) learns of any substantial and material use by any Person of any term or design likely to cause confusion with any of the registered Trademarks, or of any substantial and material use by any Person of any other process or product which infringes upon any of the registered 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 deem necessary for the protection of Secured Party's interest in and to the registered Trademarks.

(i) Grantors assume all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds the Administrative Agent 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.

(j) The execution, delivery and performance of this Assignment is within the power of Grantors and have been duly authorized by all necessary corporate action and to the best of each Grantor's knowledge do not contravene any Law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which any Grantor is a party or by which any of its Property is bound.

(k) Grantors shall promptly notify Secured Party in writing of any material 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 a Grantor gains knowledge of any material infringement of any of the Trademarks by a third party, such Grantor shall promptly notify Secured Party of such infringement and sue for and diligently pursue damages for such infringement if such infringement could reasonably be expected to constitute a Material Adverse Effect; otherwise Grantors shall not be required to institute any such actions. 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.

(l) 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 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 Nevada, 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 security interest 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 refile (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, 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 security agreement recorded or filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(m) Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to, upon the occurrence and during the continuance of an Event of Default, 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, upon the occurrence and during the continuance of an Event of Default, 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.

(n) 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 Credit Agreement, and shall be part of the Secured Obligations.

5. Inspection. Each Grantor hereby grants to Secured Party and its representatives the right to inspect (but not so as to materially interfere with the business of such Grantor and subject to limitations as to entry of restricted areas imposed under Gaming Laws) such Grantor's properties wherein the Trademarks are used and the products and records relating thereto.

6. Events of Default. There shall be an Event of Default hereunder upon the occurrence and during the continuance of an Event of Default under the Credit Agreement.

7. Rights and Remedies. Upon the occurrence and during the continuance of any such Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Credit Agreement or otherwise, but subject to compliance with applicable Gaming Laws, 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 five (5) days' prior written notice of any proposed disposition of the Collateral. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Borrower, on behalf of all Grantors. Each Grantor hereby irrevocably appoints Borrower 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 Borrower. 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 7(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 7(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 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 Credit 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 Credit Agreement.

(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 Credit 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.

8. 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 Credit 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 Credit 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.

9. Costs and Expenses.

(a) Grantors will pay any and all charges, costs and taxes incurred by Secured Party 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.

10. 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 shall be construed and enforced in accordance with and governed by the local Laws of Nevada.

(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 11.6 of the Credit Agreement.

(d) Except as otherwise set forth in the Credit 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 Credit 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 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 Credit Agreement, the term or provision of the Credit 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.

11. 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, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by Administrative Agent or any Lender, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

12. Additional Grantors. The initial Grantors hereunder shall be Borrower and its Subsidiaries, if any, as are signatories hereto. From time to time following the Closing Date, additional Subsidiaries of Borrower may become parties hereto, as additional Grantors, by executing and delivering to Secured Party an Instrument of Joinder substantially in the form of Exhibit A, 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 Instrument of Joinder 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 Borrower 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.

13. 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 any Commitment remains outstanding. Promptly upon payment in full in cash of the Secured Obligations hereunder and when no portion of any Commitment remains outstanding, Secured Party shall return any pledged 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.

14. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Administrative Agent under the Credit Agreement 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.

15. WAIVER OF JURY TRIAL. GRANTORS AND, BY ACCEPTING THIS ASSIGNMENT, SECURED PARTY (IN THIS SECTION 15, EACH A "PARTY" AND COLLECTIVELY THE "PARTIES") HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS ASSIGNMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES OR ANY OF THEM WITH RESPECT TO THIS ASSIGNMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT EACH PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Remainder of Page Intentionally Left Blank]

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

"Grantors":

CANNERY CASINO RESORTS, LLC,
a Nevada limited liability company

By: William Wortman

Name: William Wortman

Title: Manager

THE CANNERY HOTEL AND CASINO, LLC,
a Nevada limited liability company

By: CANNERY CASINO RESORTS, LLC, a
Nevada limited liability company, its sole
member

By: William Wortman

Name: William Wortman

Title: Manager

RAMPART RESORT MANAGEMENT, LLC,
a Nevada limited liability company

By: CANNERY CASINO RESORTS, LLC, a
Nevada limited liability company, its sole
member

By: William Wortman

Name: William Wortman

Title: Manager

[Trademark Collateral Assignment]

SCHEDULE 2

Existing Encumbrances on Trademarks

None.

SCHEDULE 3

Pending Litigation

None.

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of
_____, 20____, by _____, a

("Joining Party"), and delivered to The CIT Group/Equipment
Financing, Inc., a Delaware corporation (the "Administrative Agent"), pursuant to the Trademark
Collateral Assignment dated as of September 28, 2004 (the "Trademark Assignment"), made by
each of the Grantors party thereto (each a "Grantor", and collectively, the "Grantors") in favor of
the Administrative Agent and the Lenders that are party to the Credit Agreement referred to
below (the "Lenders"). Terms used but not defined in this Joinder shall have the meanings
defined for those terms in the Trademark Assignment.

RECITALS

(a) The Trademark Assignment was made by the Grantors in favor of the
Administrative Agent for the ratable benefit of the Lenders that are parties to that certain Credit
Agreement dated as of September 28, 2004, by and among Cannery Casino Resorts, LLC, a
Nevada limited liability company ("Borrower"), the Lenders, and the Administrative Agent (the
"Credit Agreement").

(b) Joining Party has become a Subsidiary of Borrower, and as such is
required pursuant to Section 5.12 of the Credit Agreement to become an additional Grantor.

(c) Joining Party expects to realize direct and indirect benefits as a result of
the availability to Borrower of the credit facilities under the Credit Agreement.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to
Section 12 of the Trademark Assignment. Joining Party agrees that, upon its execution hereof, it
will become a Grantor under the Trademark Assignment, and will be bound by all terms,
conditions, and duties applicable to a Grantor under the Trademark Assignment.

(2) Attached hereto as Schedule 1 is a complete list of all of Joining Party's
existing and pending applications and registrations with the United States Patent and Trademark
Office which shall also constitute "Collateral" as defined in the Trademark Assignment.

(3) The effective date of this Joinder is _____.

"Joining Party"

a _____

By: _____

Title: _____

ACKNOWLEDGED:

THE CIT GROUP/EQUIPMENT FINANCING, INC.,
as Administrative Agent

By: _____

Name: _____

Title: _____

SCHEDULE 1 TO INSTRUMENT OF JOINDER

Existing and Pending Trademark Applications or Registrations with the USPTO or other Country

Mark	Class	Registration Number	Registration Date
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SCHEDULE I

Existing and Pending Trademark Applications or Registrations with USPTO or other country

Mark	Class	Serial No	Filing Date	Reg No	Reg Date	Scope of Use
BOOZE & BETS and Design	41	76/485580	01/28/03			Casino and gaming services; providing gaming facilities; entertainment services in the nature of arranging, conducting and providing facilities for gaming and casino contests and tournaments; entertainment services in the nature of programs or episodes broadcast over television, cable television and pay-per-view featuring sporting events, sports commentators and betting experts discussing sporting events
BOOZE & BETS and Design	43	76/485578	01/28/03			Restaurant services; bar services; food preparation services
CANNERY	16	76/487437	02/05/03	2,880,810	09/07/04	Periodic publications in the nature of newsletters, magazines and newspapers concerning gaming instructions and events at and facilities of a hotel casino resort; writing instruments, stationery, postcards, calendars; posters; paper banners
CANNERY	25	76/485597	01/28/03	2,797,243	12/23/03	Men's, women's and children's wearing apparel, namely, shirts, T-shirts, polo shirts, jackets, hats, caps, sweaters, sweatshirts
CANNERY	28	76/485596	01/28/03	2,790,951	12/09/03	Gaming equipment, namely, chips and dice
CANNERY	41	76/485582	01/28/03			Casino and gaming services; providing gaming facilities; conducting and providing facilities for special events featuring casino and gaming contests and tournaments; entertainment services in the nature of providing facilities to view television, cable television and pay-per-view television entertainment programs or episodes featuring sporting events, commentators and betting experts discussing sporting events; and nightclub services
CANNERY	43	76/485549	01/28/03	2,870,964	09/10/04	Resort services; hotel services; restaurant services; bar services; cocktail lounge services; providing temporary lodging accommodations for others; food preparation services
CANNERY (Stylized)	16	76/485589	01/28/03			Periodic publications in the nature of newsletters, magazines and newspapers concerning gaming instructions and events at and facilities of a hotel casino resort; writing instruments, stationery, postcards, calendars; posters; paper banners
CANNERY (Stylized)	21	76/485588	01/28/03	2,790,952	12/09/03	Beverage glassware; coffee cups; mugs
CANNERY (Stylized)	25	76/485595	01/28/03	2,797,242	12/23/03	Men's, women's and children's wearing apparel, namely, shirts, T-shirts, polo shirts, jackets, hats, caps, sweaters, sweatshirts
CANNERY (Stylized)	28	76/485594	01/28/03	2,790,950	12/09/03	Gaming equipment, namely, chips and dice
CANNERY (Stylized)	41	76/485591	01/28/03			Casino and gaming services; providing gaming facilities; conducting and providing facilities for special events featuring casino and gaming contests and tournaments; entertainment

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						services in the nature of providing facilities to view television, cable television and pay-per-view television entertainment programs or episodes featuring sporting events, commentators and betting experts discussing sporting events; and nightclub services.
CANNERY (Stylized)	43	76/485586	01/28/03	2,837,874	05/04/04	Resort services; hotel services; restaurant services; bar services; cocktail lounge services; providing temporary lodging accommodations for others; food preparation services
CANNERY and Design	30	76/485583	01/28/03	2,897,431	06/29/04	Candy, cookies and chocolates
CANNERY and Design	41	76/485580	01/28/03	2,850,377	06/08/04	Provision of general and local news and information in the areas of sports, business, technology, entertainment, gaming, arts, dining, leisure, travel and games on and through a global computer network.
CANNERY ROW	43	76/485576	01/28/03	2,764,094	08/18/03	Restaurant services; bar services; food preparation services
CANNERY ROW BUFFET and Design	43	76/485577	01/28/03	2,764,095	08/18/03	Restaurant services; bar services; food preparation services
CASA COCINA	43	76/485587	01/28/03	2,842,499	05/18/04	Restaurant services; bar services; food preparation services
CASA COCINA (Stylized)	43	76/485586	01/28/03	2,842,498	05/18/04	Restaurant services; bar services; food preparation services
PIN-UPS	43	76/485585	01/28/03			Bar services; lounge services; nightclub services
PIN-UPS (Stylized)	43	76/485584	01/28/03			Bar services; lounge services; nightclub services
WAVERLY'S	43	76/485583	01/28/03	2,756,005	08/26/03	Restaurant services; bar services; food preparation services
WAVERLY'S (Stylized)	43	76/485582	01/28/03	2,756,004	08/26/03	Restaurant services; bar services; food preparation services
VICTORY'S (Stylized)	43	76/485575	01/28/03			Restaurant services; bar services; food preparation services

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