

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Station Casinos, Inc.		11/07/2007	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas, as Administrative Agent
<b>Street Address:</b>	60 Wall St.
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 201**

Property Type	Number	Word Mark
Registration Number:	3276785	TIDES
Registration Number:	1479936	PALACE STATION
Registration Number:	1480097	PALACE STATION
Registration Number:	1483923	FISHERMANS BROILER
Registration Number:	1484814	FISHERMANS BROILER
Registration Number:	1491647	PALACE STATION
Registration Number:	1494471	PALACE STATION HOTEL-CASINO
Registration Number:	1494589	PALACE STATION HOTEL-CASINO
Registration Number:	1494641	PALACE STATION HOTEL-CASINO
Registration Number:	1565241	THE ACTION BUFFET
Registration Number:	1634451	KENOMANIA
Registration Number:	1634452	REVERSIBLE ROYALS
Registration Number:	1634453	BOULDER STATION
Registration Number:	1634536	PASTA PALACE

OP \$5040.00 3276785

Registration Number:	1653993	THE MIDNIGHT FEAST
Registration Number:	1661178	THE FEAST
Registration Number:	1661188	BOULDER STATION
Registration Number:	1788560	TRIPLE PAY DEUCES WILD POKER
Registration Number:	1788563	ROYAL COURT
Registration Number:	1788564	JOKERS GONE WILD
Registration Number:	1850941	CAR-A-DAY IN MAY GIVEAWAY
Registration Number:	1863360	STATION CASINOS
Registration Number:	1864405	STATION CASINOS
Registration Number:	1920433	THE FEAST
Registration Number:	1996778	
Registration Number:	2040709	SPORTS ON THE RUN
Registration Number:	2040710	THE ROYAL FLUSH CAPITAL OF THE WORLD!
Registration Number:	2046546	EVERYBODY NEEDS SOME TEXAS!
Registration Number:	2053006	WILD WILD WEST
Registration Number:	2053007	WILD WILD WEST
Registration Number:	2083905	BOARDING PASS
Registration Number:	2085185	CAR-A-DAY
Registration Number:	2085735	TEXAS STATION
Registration Number:	2087587	SUNSET STATION
Registration Number:	2097143	TEXAS STATION GAMBLING HALL & HOTEL
Registration Number:	2106796	SUNSET STATION
Registration Number:	2121064	TEXAS STATION GAMBLING HALL & HOTEL
Registration Number:	2129911	TEXAS STATION
Registration Number:	2145819	BARLEY'S CASINO & BREWING COMPANY
Registration Number:	2168341	FEAST AROUND THE WORLD
Registration Number:	2184884	COSTA DEL SOL
Registration Number:	2207672	GAUDI BAR
Registration Number:	2207916	FESTIVAL THE ULTIMATE BUFFET ADVENTURE
Registration Number:	2224338	STATION CASINOS
Registration Number:	2234239	FIESTA
Registration Number:	2253168	BARLEY'S
Registration Number:	2266731	THE GREAT GIVEAWAY
Registration Number:	2360645	SOUTH BEACH
Registration Number:	2421330	THE OFFICIAL ROYAL FLUSH CAPITAL OF THE WORLD

**TRADEMARK**

**REEL: 003666 FRAME: 0070**

Registration Number:	2433618	MARCH IN DRIVE OUT
Registration Number:	2479854	ONE CARD DOES IT ALL!
Registration Number:	2568347	SANTA FE STATION
Registration Number:	2568881	COME TO PLAY. PLAN TO STAY!
Registration Number:	2579020	CABO
Registration Number:	2592683	SANTA FE STATION
Registration Number:	2617317	BOARDING PASS REWARDS
Registration Number:	2622668	COME TO PLAY. PLAN TO STAY!
Registration Number:	2647760	FIESTA
Registration Number:	2647767	FIESTA
Registration Number:	2647768	FIESTA
Registration Number:	2660649	XTRA "PLAY CASH"
Registration Number:	2661120	FIESTA
Registration Number:	2661121	FIESTA
Registration Number:	2746368	FOOTBALL FRENZY
Registration Number:	2746827	RAINING REWARDS
Registration Number:	2746828	BOUNCE BACK BONUS!
Registration Number:	2769058	GRANDE BINGO
Registration Number:	2785395	VIVA CASINO
Registration Number:	2793353	SUNSET STATION
Registration Number:	2793354	SUNSET STATION
Registration Number:	2825399	FIESTA
Registration Number:	2827502	WIN WITHOUT WINNING
Registration Number:	2845193	RED ROCK STATION
Registration Number:	2848825	JUMBO BINGO
Registration Number:	2849987	FIESTA
Registration Number:	2851133	DURANGO STATION
Registration Number:	2889937	JUMBO PENNY
Registration Number:	2901067	LOCALS FAVORITE
Registration Number:	2901942	PLAY CASH
Registration Number:	2915716	FALLS BAR
Registration Number:	2918552	CHINA SPICE
Registration Number:	2927333	ALWAYS YOUR BEST BET
Registration Number:	2931043	RED ROCK STATION
Registration Number:	2948392	PERSONAL PROGRESSIVE

Registration Number:	2976428	RED ROCK STATION
Registration Number:	3001950	JUMBO HOLD 'EM POKER PROGRESSIVE
Registration Number:	3023414	SUSHI+SAKE
Registration Number:	3029595	STATION REWARDS
Registration Number:	3029709	JUMBO KENO
Registration Number:	3034960	WILDFIRE CASINO
Registration Number:	3053536	JUMBO JACKPOT BOARDING PASS BONUS
Registration Number:	3057294	CHINA SPICE
Registration Number:	3076981	RED ROCK STATION
Registration Number:	3080981	SUSHI + SAKE
Registration Number:	3149992	TERRA ROSSA
Registration Number:	3166130	VIVA
Registration Number:	3200378	WILDFIRE CASINO
Registration Number:	3204545	LUCKY BAR
Registration Number:	3267998	JUMBO RACE JACKPOT
Registration Number:	3290343	TURF GRILL
Registration Number:	3298840	RED ROCK SPA
Serial Number:	77297783	SANDBAR RED ROCK RESORT
Serial Number:	77297771	SAND BAR
Serial Number:	77247128	TERRA VERDE
Serial Number:	77242439	VIVA RESORT SPA CASINO
Serial Number:	77230003	GREEN VALLEY RANCH
Serial Number:	77230010	\$100,000 BONUS COUNTDOWN COVERALL
Serial Number:	77229994	VIVA CASINO
Serial Number:	77227466	POINT. CLICK. CHILL...
Serial Number:	77227486	POINT. CLICK. CHILL...
Serial Number:	77225737	PLUNGE
Serial Number:	77191220	BIG 3 BINGO
Serial Number:	77191124	FERTITTA
Serial Number:	77179706	JUMBO HOLD 'EM POKER PROGRESSIVE
Serial Number:	77179614	FEAST BUFFET
Serial Number:	77170835	JUMBO PLAY
Serial Number:	77170824	JUMBO POKER
Serial Number:	77169324	OVATION
Serial Number:	77166912	TRIPLE DOWN

Serial Number:	77166926	RED ROCK LANES
Serial Number:	77164786	TRI DOWN
Serial Number:	77164794	4949
Serial Number:	77164791	QUAD DOWN
Serial Number:	77154672	FEAST BUFFET
Serial Number:	77155737	RED ROCK SPA ESSENTIÉLS
Serial Number:	77154612	RED ROCK
Serial Number:	77153571	LAST MAN STANDING
Serial Number:	77146812	VIVA
Serial Number:	77146847	BONUS HARDWAYS
Serial Number:	77096818	QUINN'S
Serial Number:	77077660	A3
Serial Number:	77030448	DETOX AND RETOX
Serial Number:	77030383	DETOX AND RETOX
Serial Number:	77030411	DETOX AND RETOX
Serial Number:	78966621	"GREAT HANDS" \$10,000 HOLD'EM BONUS CHALLENGE A A A J J
Serial Number:	78929659	SIERRA STATION
Serial Number:	78929684	SIERRA STATION
Serial Number:	78929792	MOUNT ROSE STATION
Serial Number:	78929680	SIERRA STATION
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Serial Number:	78929618	SIERRA STATION
Serial Number:	78929657	SIERRA STATION
Serial Number:	78929647	SIERRA STATION
Serial Number:	78929720	MOUNT ROSE STATION
Serial Number:	78929798	MOUNT ROSE STATION
Serial Number:	78929744	MOUNT ROSE STATION
Serial Number:	78929255	SUMMIT SIERRA STATION
Serial Number:	78929295	SUMMIT SIERRA STATION
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Serial Number:	78929284	SUMMIT SIERRA STATION
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Serial Number:	78882978	KENO TO GO
Serial Number:	78874755	ROCKSLOUNGE
Serial Number:	78872680	HACHI
Serial Number:	78872675	ROCKS LOUNGE
Serial Number:	78817472	RED ROCK
Serial Number:	78817475	RED ROCK
Serial Number:	78737539	VIVA LAS VEGAS
Serial Number:	78701741	T BONES
Serial Number:	78679109	SIP
Serial Number:	78642656	ONYX
Serial Number:	78640642	VIVA STATION
Serial Number:	78640652	VIVA STATION
Serial Number:	78640601	VIVA CASINO
Serial Number:	78640649	VIVA STATION
Serial Number:	78640623	VIVA RESORT SPA CASINO
Serial Number:	78640598	VIVA CASINO
Serial Number:	78640620	VIVA RESORT SPA CASINO
Serial Number:	78640657	VIVA STATION
Serial Number:	78640654	VIVA STATION
Serial Number:	78640634	VIVA RESORT SPA CASINO
Serial Number:	78640607	VIVA CASINO
Serial Number:	78640638	VIVA RESORT SPA CASINO
Serial Number:	78640616	VIVA CASINO
Serial Number:	78640612	VIVA CASINO
Serial Number:	78979011	VIVA
Serial Number:	78640577	VIVA
Serial Number:	78640646	VIVA STATION
Serial Number:	78640592	VIVA
Serial Number:	78640569	VIVA
Serial Number:	78640165	VIVA
Serial Number:	78640590	VIVA
Serial Number:	78640627	VIVA RESORT SPA CASINO
Serial Number:	78631889	DICE ROOM
Serial Number:	78616285	VIVA
Serial Number:	78978728	LUXE VEGAS

Serial Number:	78566096	LUXE VEGAS
Serial Number:	78530783	JUMBO RACE CASH BONUS
Serial Number:	78978137	RED ROCK
Serial Number:	78485105	RED ROCK CASINO, RESORT & SPA
Serial Number:	78978135	RED ROCK CASINO, RESORT & SPA
Serial Number:	78485106	RED ROCK
Serial Number:	76590481	CHARCOAL ROOM
Serial Number:	78377279	DURANGO STATION
Serial Number:	78370864	DURANGO STATION
Serial Number:	76507135	JUMBO BLACKJACK
Serial Number:	75804186	FIESTA
Serial Number:	77308938	THE SPA AT RED ROCK
Serial Number:	78594873	MO' ROCKKAN

**CORRESPONDENCE DATA**

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NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	11/21/2007

**Total Attachments: 82**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

dated as of

November 7, 2007

among

STATION CASINOS, INC.,

THE SUBSIDIARIES OF STATION CASINOS, INC.  
IDENTIFIED HEREIN

and

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Administrative Agent

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*Schedules*

Schedule I      Guarantors  
Schedule II     Intellectual Property

*Exhibits*

Exhibit I        Form of Supplement  
Exhibit II       Form of Perfection Certificate

This INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of November 7, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into by and among STATION CASINOS, INC. (the "Borrower"), the Subsidiaries of the Borrower identified herein and DEUTSCHE BANK TRUST COMPANY AMERICAS ("DBTCA"), as Administrative Agent (together with its successors and assigns in such capacity, the "Administrative Agent").

Reference is made to the Credit Agreement dated as of November 7, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, DBTCA, as Administrative Agent, Swing Line Lender and an L/C Issuer, each Lender from time to time party thereto, Deutsche Bank Securities Inc. and J.P. Morgan Securities Inc., as Joint Lead Arrangers and Joint Bookrunners, and JPMorgan Chase Bank, N.A., as Syndication Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Guarantors (as defined below) are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

## ARTICLE I

### *Definitions*

SECTION 1.01. *Credit Agreement.* (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

SECTION 1.02. *Other Defined Terms.* As used in this Agreement, the following terms have the meanings specified below:

"Administrative Agent" has the meaning assigned to such term in the preamble to this Agreement.

"Agreement" has the meaning assigned to such term in the preamble to this Agreement.

"Borrower" has the meaning assigned to such term in the preamble to this Agreement.

"Claiming Party" has the meaning assigned to such term in Section 4.02.

"Collateral" has the meaning assigned to such term in Section 2.01(a).

"Contributing Party" has the meaning assigned to such term in Section 4.02.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

**"Copyrights"** means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office or any foreign counterpart of the foregoing, including those listed on Schedule II.

**"Credit Agreement"** has the meaning assigned to such term in the preliminary statement of this Agreement.

**"Grantor"** means the Borrower and each Guarantor.

**"Guarantors"** means (a) the Subsidiaries identified on Schedule I and (b) each other Subsidiary that becomes a party to this Agreement as a Guarantor after the Closing Date.

**"Intellectual Property"** means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

**"Intellectual Property Collateral"** means Collateral consisting of Intellectual Property.

**"Intellectual Property Security Agreement Supplement"** means an instrument in the form of Exhibit I hereto.

**"License"** means any Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any Grantor is a party, including those listed on Schedule II.

**"New York UCC"** means the Uniform Commercial Code as from time to time in effect in the State of New York.

**"Patent License"** means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

**"Patents"** means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“**Perfection Certificate**” means a certificate substantially in the form of Exhibit II, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by the chief financial officer and the chief legal officer of the Borrower.

“**Proceeds**” has the meaning specified in Section 9-102 of the New York UCC.

“**Security Interest**” has the meaning assigned to such term in Section 2.01(a).

“**Trademark License**” means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“**Trademarks**” means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

“**UCC**” means the New York UCC or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

## ARTICLE II

### *Security Interests*

SECTION 2.01. *Security Interest.* (a) As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter arising or acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Collateral**”):

- (i) all Copyrights;
- (ii) all Patents;
- (iii) all Trademarks;
- (iv) all Licenses;
- (v) all other Intellectual Property; and

(vi) all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

*provided that*, notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in, and the Collateral shall not include, any Excluded Asset (other than the Proceeds thereof unless such Proceeds independently constitute Excluded Assets).

(b) Each Grantor hereby irrevocably authorizes the Administrative Agent for the benefit of the Secured Parties at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) or other appropriate filings, recordations or registrations with respect to the Collateral or any part thereof and amendments thereto that contain the information required by Article 9 of the UCC for the filing of any such financing statement (including fixture filing) or other appropriate filing, recordation or registration or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to provide such information to the Administrative Agent promptly upon request.

The Administrative Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Administrative Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

**SECTION 2.02. Representations and Warranties.** Each Grantor jointly and severally represents and warrants, as to itself and the other Grantors, to the Administrative Agent and the Secured Parties that:

(a) Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Administrative Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Grantor, is correct and complete in all material respects as of the Closing Date. The UCC financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations prepared by the Administrative Agent based upon the information provided to the Administrative Agent in the Perfection Certificate for filing in each governmental, municipal or other office specified in Schedule 2 to the Perfection Certificate (or specified by notice from the Borrower to the Administrative Agent after the Closing Date in the case of filings, recordings or registrations required by Section 6.11 of the Credit Agreement), are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office or the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of



Patents, Trademarks and Copyrights) that are necessary to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable Law with respect to the filing of continuation statements. Each Grantor represents and warrants that a fully executed agreement in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to Patents and registered Trademarks (and Trademarks for which United States or foreign registration applications are pending) and registered Copyrights have been delivered to the Administrative Agent for recording by the United States Patent and Trademark Office or the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, including the Guaranty, (ii) subject to the filings described in Section 2.02(b), a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC and (iii) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, within the three-month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than (i) the Permitted Liens described in Sections 7.01(c), (d) and (h) of the Credit Agreement that have priority as a matter of law and (ii) Permitted Liens described in Sections 7.01(x) and (y) of the Credit Agreement.

(d) The Collateral is owned by the Grantors free and clear of any Lien, except for Permitted Liens. None of the Grantors has filed or consented to the filing, recordation or registration of (i) any financing statement or analogous document under the UCC or any other applicable Laws covering any Collateral or (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Permitted Liens.

SECTION 2.03. *Covenants.* (a) Each Grantor agrees promptly to notify the Administrative Agent in writing of any change (i) in corporate name of any Grantor, (ii) in the identity or type of

organization or corporate structure of any Grantor, or (iii) in the jurisdiction of organization of any Grantor.

(b) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Administrative Agent in the Collateral and the priority thereof.

(c) Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 6.01 of the Credit Agreement, the Borrower shall deliver to the Administrative Agent a certificate executed by the chief financial officer and the chief legal officer of the Borrower setting forth the information required pursuant to Schedules 1, 2, 6(a) and 6(b) of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 2.03(c).

(d) Each Grantor agrees, on its own behalf and on behalf of each other Grantor, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing, recordation or registration of any financing statements (including fixture filings) or such other appropriate filings, recordations or registrations or other documents in connection herewith or therewith under applicable Laws. If any amount payable under or in connection with any of the Collateral that is in excess of \$500,000 shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged and delivered to the Administrative Agent, for the benefit of the Secured Parties, duly endorsed in a manner reasonably satisfactory to the Administrative Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Administrative Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided* that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Administrative Agent of the specific identification of such Collateral, to advise the Administrative Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Administrative Agent of the specific identification of such Collateral.

(e) Each Grantor shall promptly pay when due all taxes, assessments, charges or fees imposed on the Collateral, except to the extent the validity thereof is being contested in good faith. At its option, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and that are not Permitted Liens, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement and within a reasonable period of time after the Administrative Agent has requested that it do so, and each Grantor jointly and severally agrees to reimburse the Administrative Agent within 10 days after demand for any payment made or any reasonable expense incurred by the

Administrative Agent pursuant to the foregoing authorization. Nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Administrative Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(f) Each Grantor (rather than the Administrative Agent or any Secured Party) shall remain liable (as between itself and any relevant counterparty) to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Administrative Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 2.04. *As to Intellectual Property Collateral.* (a) Except to the extent failure to act could not reasonably be expected to have a Material Adverse Effect, with respect to registration or pending application of each item of its Intellectual Property Collateral for which such Grantor has standing to do so, each Grantor agrees to take, at its expense, all steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other Governmental Authority, to (i) maintain the validity and enforceability of any registered Intellectual Property Collateral (or applications therefor) and maintain such Intellectual Property Collateral in full force and effect, and (ii) pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Intellectual Property Collateral of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other Governmental Authority, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 or the U.S. Trademark Act or any foreign counterpart thereof, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected to have a Material Adverse Effect, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property Collateral may lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in case of a trade secret, lose its competitive value).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect, each Grantor shall take all steps to preserve and protect each item of its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks abide by the applicable license's terms with respect to the standards of quality.

(d) Each Grantor agrees that, should it obtain an ownership or other interest in any Intellectual Property Collateral after the Closing Date ("**After-Acquired Intellectual Property**") (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become part of the Intellectual Property Collateral subject to the terms and conditions of this Agreement with respect thereto.

(e) Once every fiscal quarter of the Borrower, with respect to issued or registered Patents (or published applications therefor) or Trademarks (or applications therefor), and once every month, with respect to registered Copyrights, each Grantor shall sign and deliver to the Administrative Agent an appropriate Intellectual Property Security Agreement with respect to all applicable Intellectual Property owned or exclusively licensed by it as of the last day of such period, to the extent that such Intellectual Property is not covered by any previous Intellectual Property Security Agreement so signed and delivered by it. In each case, it will promptly cooperate as reasonably necessary to enable the Administrative Agent to make any necessary or reasonably desirable recordings with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as appropriate.

(f) Nothing in this Agreement prevents any Grantor from discontinuing the use or maintenance of any or its Intellectual Property Collateral to the extent permitted by the Credit Agreement if such Grantor determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business.

### ARTICLE III

#### *Remedies*

SECTION 3.01. *Remedies Upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Administrative Agent on demand, and it is agreed that the Administrative Agent shall have the right, at the same or different times, with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Administrative Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and, generally, to exercise any and all rights afforded to a secured party with respect to the Obligations under the UCC or other applicable Law. Without limiting the generality of the foregoing, each Grantor agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable Law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral securing the Obligations at a public or private sale, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. Each such purchaser at any sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Administrative Agent shall give the applicable Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to

time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 3.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 3.02. *Application of Proceeds.* The Administrative Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the applicable Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 3.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor shall, upon request by the Administrative Agent at any time after and during the continuance of an Event of Default, grant to the Administrative Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Administrative Agent may be exercised, at the option of the Administrative Agent, during the continuation of an Event of Default; *provided* that any license, sublicense or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

#### ARTICLE IV

##### *Indemnity, Subrogation and Subordination*

SECTION 4.01. *Indemnity.* In addition to all such rights of indemnity and subrogation as the Grantors may have under applicable Law (but subject to Section 4.03), the Borrower agrees that in the event any assets of any Grantor shall be sold pursuant to this Agreement or any other Collateral Document to satisfy in whole or in part an obligation owed to any Secured Party, the Borrower shall indemnify such Grantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 4.02. *Contribution and Subrogation.* Each Guarantor (a "**Contributing Party**") agrees (subject to Section 4.03) that, in the event assets of any other Guarantor shall be sold pursuant to any Collateral Document to satisfy any Obligation owed to any Secured Party and such other Guarantor (the "**Claiming Party**") shall not have been fully indemnified by the Borrower as provided in Section 4.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the greater of the book value or the fair market value of such assets, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Grantors on the date hereof (or, in the case of any Grantor becoming a party hereto pursuant to Section 5.14, the date of the Intellectual Property Security Agreement Supplement executed and delivered by such Grantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 4.02 shall be subrogated to the rights of such Claiming Party to the extent of such payment.

SECTION 4.03. *Subordination.* (a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Grantors under Sections 4.01 and 4.02 and all other rights of indemnity, contribution or subrogation under applicable Law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of the Borrower or any Grantor to make the payments required by Sections 4.01 and 4.02 (or any other payments required under applicable Law or otherwise) shall in any respect limit the obligations and liabilities of any Grantor with respect to its obligations hereunder, and each Grantor shall remain liable for the full amount of the obligations of such Grantor hereunder.

(b) Each Grantor hereby agrees that upon the occurrence and during the continuance of an Event of Default and after notice from the Administrative Agent all

Indebtedness owed by it to any Subsidiary shall be fully subordinated to the indefeasible payment in full in cash of the Obligations.

## ARTICLE V

### *Miscellaneous*

SECTION 5.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.02 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it in care of the Borrower as provided in Section 10.02 of the Credit Agreement.

SECTION 5.02. *Waivers; Amendment.* (a) No failure or delay by the Administrative Agent, the Swing Line Lender, any L/C Issuer or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Swing Line Lender, the L/C Issuers and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, the Swing Line Lender, any Lender or any L/C Issuer may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement.

SECTION 5.03. *Administrative Agent's Fees and Expenses; Indemnification.* (a) If any Grantor fails to perform any agreement contained herein, the Administrative Agent may itself perform, or cause performance of, such agreement, and the expenses of the Administrative Agent incurred in connection therewith or otherwise hereunder shall be payable by the Grantors on a joint and several basis in accordance with Section 10.04 of the Credit Agreement.

(b) Without limitation of its indemnification obligations under the other Loan Documents, the Borrower agrees to indemnify the Administrative Agent and the other Indemnitees (as defined in Section 10.05 of the Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating to any of the foregoing agreement or instrument contemplated hereby, or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages,

liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee or any Affiliate, director, officer, employee, counsel, agent or attorney-in-fact of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Collateral Documents. The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any other Secured Party. All amounts due under this Section 5.03 shall be payable within 10 days of written demand therefor.

SECTION 5.04. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 5.05. *Survival of Agreement.* All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any Lender or on its behalf and notwithstanding that the Administrative Agent, the Swing Line Lender, any L/C Issuer or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

SECTION 5.06. *Counterparts; Effectiveness; Several Agreement.* This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or email "pdf" shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Loan Party when a counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Loan Party and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Loan Party, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that no Loan Party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

SECTION 5.07. *Severability.* Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such



invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 5.08. *Right of Set-Off.* In addition to any rights and remedies of the Lenders provided by applicable Law, upon the occurrence and during the continuance of any Event of Default, each Lender and its Affiliates is authorized at any time and from time to time, without prior notice to the Borrower or any other Loan Party, any such notice being waived by the Borrower and each Loan Party to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other Indebtedness at any time owing by, such Lender and its Affiliates to or for the credit or the account of the respective Loan Parties against any and all obligations owing to such Lender and its Affiliates hereunder, now or hereafter existing, irrespective of whether or not such Lender or Affiliate shall have made demand under this Agreement and although such obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set off and application made by such Lender; *provided*, that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender under this Section 6.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender may have.

SECTION 5.09. *Governing Law; Jurisdiction; Consent to Service of Process.* (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York without giving effect to its conflicts of law principles.

(b) Each of the Loan Parties hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, any L/C Issuer or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction.

(c) Each of the Loan Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 5.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Agreement or any other Loan

Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 5.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.

SECTION 5.11. *Headings*. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.12. *Security Interest Absolute*. All rights of the Administrative Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 5.13. *Termination or Release*. (a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate when all the outstanding Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the L/C Obligations have been reduced to zero and the L/C Issuers have no further obligations to issue Letters of Credit under the Credit Agreement.

(b) A Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Guarantor shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Guarantor ceases to be a Subsidiary of the Borrower; *provided* that the Required Lenders shall have consented to such transaction (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.01 of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c), the Administrative Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 5.13 shall be without recourse to or warranty by the Administrative Agent.

SECTION 5.14. *Additional Restricted Subsidiaries.* Pursuant to Section 6.11 of the Credit Agreement or clause (b) of the definition of "Collateral and Guarantee Requirement" in the Credit Agreement, certain Restricted Subsidiaries of the Loan Parties that were not in existence or not Restricted Subsidiaries on the date of the Credit Agreement or which were Excluded Subsidiaries that no longer constitute Excluded Subsidiaries under the Credit Agreement are required to enter in this Agreement as Guarantors upon becoming Restricted Subsidiaries. Upon execution and delivery by a Restricted Subsidiary of an Intellectual Property Security Agreement Supplement, such Restricted Subsidiary shall become a Guarantor hereunder with the same force and effect as if originally named as a Guarantor herein. The execution and delivery of any such instrument shall not require the consent of any other Loan Party hereunder. The rights and obligations of each Loan Party hereunder shall remain in full force and effect notwithstanding the addition of any new Loan Party as a party to this Agreement.

SECTION 5.15. *General Authority of the Administrative Agent.* By acceptance of the benefits of this Agreement and any other Collateral Documents, each Secured Party (whether or not a signatory hereto) shall be deemed irrevocably (a) to consent to the appointment of the Administrative Agent as its agent hereunder and under such other Collateral Documents, (b) to confirm that the Administrative Agent shall have the authority to act as the exclusive agent of such Secured Party for the enforcement of any provisions of this Agreement and such other Collateral Documents against any Grantor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Collateral or any Grantor's obligations with respect thereto, (c) to agree that it shall not take any action to enforce any provisions of this Agreement or any other Collateral Document against any Grantor, to exercise any remedy hereunder or thereunder or to give any consents or approvals hereunder or thereunder except as expressly provided in this Agreement or any other Collateral Document and (d) to agree to be bound by the terms of this Agreement and any other Collateral Documents.

SECTION 5.16. *Administrative Agent Appointed Attorney-in-Fact.* Each Grantor hereby appoints the Administrative Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Administrative Agent shall have the right, upon the occurrence and during the continuance of an Event of Default and notice by the Administrative Agent to the Borrower of its intent to exercise such rights, with full power of substitution either in the Administrative Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; *provided* that nothing herein contained shall be construed as requiring or obligating the Administrative Agent to make any commitment or to make any

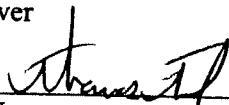
inquiry as to the nature or sufficiency of any payment received by the Administrative Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Administrative Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact.

SECTION 5.17. *No Duty on the Part of Administrative Agent or Secured Parties.* The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Administrative Agent accords its own property. Neither the Administrative Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

[SIGNATURE PAGE FOLLOWS]

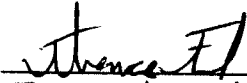
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**STATION CASINOS, INC.,**  
a Nevada corporation,  
as Borrower

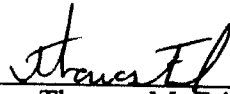
By: 

Name: **Thomas M. Friel**  
Title: **Executive Vice President, Chief  
Accounting Officer & Treasurer**

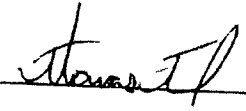
CHICO LAND ACQUISITIONS, LLC  
SONOMA LAND HOLDINGS, LLC

By:   
Name: Thomas M. Friel  
Title: President, Chief Financial  
Officer & Treasurer

ALIANTE STATION, LLC  
BOULDER STATION, INC.  
CHARLESTON STATION, LLC  
FIESTA STATION, INC.  
FRESNO LAND ACQUISITIONS, LLC  
GOLD RUSH STATION, LLC  
GREEN VALLEY STATION, INC.  
GV RANCH STATION, INC.  
LAKE MEAD STATION, INC.  
MADERA PROPERTY MANAGEMENT, LLC  
MAGIC STAR STATION, LLC  
PALACE STATION HOTEL & CASINO, INC.  
PALMS STATION, LLC  
RANCHO STATION, LLC  
SANTA FE STATION, INC.  
STATION HOLDINGS, INC.  
SUNSET STATION, INC.  
TEXAS STATION, LLC  
TROPICANA STATION, INC.

By:   
Name: Thomas M. Friel  
Title: Senior Vice President and Treasurer


SC BUTTE DEVELOPMENT, LLC  
SC BUTTE MANAGEMENT, LLC  
SC MADERA DEVELOPMENT, LLC  
SC MADERA MANAGEMENT, LLC  
SC SONOMA DEVELOPMENT, LLC  
SC SONOMA MANAGEMENT, LLC  
STATION CALIFORNIA, LLC  
STATION DEVELOPMENT, LLC

By:   
Name: \_\_\_\_\_  
Title: Thomas M. Friel  
Authorized Signatory



DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Administrative Agent

By:   
Name: **Mary Kay Coyle**  
Title: **Managing Director**

By:   
Name: **J.T. Johnston Coe**  
Title: **Managing Director**

SUBSIDIARY GUARANTORS

Restricted Subsidiaries other than Native American Subsidiaries  
or Immaterial Subsidiaries

Aliante Station, LLC, a Nevada limited liability company  
Boulder Station, Inc., a Nevada corporation  
Charleston Station, LLC, a Nevada limited liability company  
Fiesta Station, Inc., a Nevada corporation  
Gold Rush Station, LLC, a Nevada limited liability company  
Green Valley Station, Inc., a Nevada corporation  
GV Ranch Station, Inc., a Nevada corporation  
Lake Mead Station, Inc., a Nevada corporation  
Magic Star Station, LLC, a Nevada limited liability company  
Palace Station Hotel & Casino, Inc., a Nevada corporation  
Palms Station, LLC, a Nevada limited liability company  
Rancho Station, LLC, a Nevada limited liability company  
Santa Fe Station, Inc., a Nevada corporation  
Station Holdings, Inc., a Nevada corporation  
Sunset Station, Inc., a Nevada corporation  
Texas Station, LLC, a Nevada limited liability company  
Tropicana Station, Inc., a Nevada corporation

Restricted Subsidiaries that are Native American Subsidiaries

Chico Land Acquisitions, LLC, a California limited liability company  
Fresno Land Acquisitions, LLC, a California limited liability company  
Madera Property Management, LLC, a California limited liability company  
SC Butte Development, LLC, a California limited liability company  
SC Butte Management, LLC, a California limited liability company  
SC Madera Development, LLC, a California limited liability company  
SC Madera Management, LLC, a California limited liability company  
SC Sonoma Development, LLC, a California limited liability company  
SC Sonoma Management, LLC, a California limited liability company  
Sonoma Land Holdings, LLC, a California limited liability company  
Station California, LLC, a California limited liability company  
Station Development, LLC, a California limited liability company

Restricted Subsidiaries that are Immaterial Subsidiaries<sup>1</sup>

Carey Station Holdings, LLC, a Nevada limited liability company  
Carson City Acquisitions, LLC, a Nevada limited liability company  
Centerline Holdings, LLC, a Nevada limited liability company  
LML Station, LLC, a Nevada limited liability company  
LV Property Holdings, LLC, a Nevada limited liability company  
Past Enterprises, Inc., a Arizona corporation  
Reno Land Holdings, LLC, a Nevada limited liability company  
River Central, LLC, a Nevada limited liability company  
Sahara West Investments, LLC, a Nevada limited liability company  
SC Rancho Development, LLC, a Nevada limited liability company  
Station Construction, LLC, a Nevada limited liability company  
Station HQ, LLC, a Nevada limited liability company  
STN Aviation, Inc., a Nevada corporation  
Tropicana Station, LLC, a Nevada limited liability company

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<sup>1</sup> Immaterial Subsidiaries are Subsidiary Guarantors, but are not party to this Agreement.

SCHEDULE II  
to the Intellectual Property Security Agreement

U.S. AND FOREIGN COPYRIGHTS OWNED BY NAME OR GRANTOR

*U.S. and Foreign Copyright Registrations*

Registered Owner	Copyright Number	Title	Issue Date
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (elephant design) & 6 other titles	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (bird design) VA 920-640	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (elephant design) VA 942-631	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (gazelle design) VA 920-639	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (giraffe design) VA 920-638	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (monkey design) VA 925-03	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (rhino design) VA 916-126	February 7, 2001
Lake Mead Station, Inc. <sup>2</sup>	V3468D991	Reserve hotel casino / VA 924-006	February 7, 2001
Lake Mead Station, Inc. <sup>3</sup>	V3468D991	Reserve Hotel Casino (elephant design) & 6 other titles	May 4, 2001
Lake Mead Station, Inc. <sup>4</sup>	V3468D991	Reserve Hotel Casino (elephant design) VA 942-631	May 4, 2001
Lake Mead Station, Inc. <sup>5</sup>	V3468D991	Reserve Hotel Casino (giraffe design) VA 920-638	May 4, 2001
Lake Mead Station, Inc. <sup>6</sup>	V3468D991	Reserve Hotel Casino (gazelle design) VA 920-639	May 4, 2001
Lake Mead Station, Inc. <sup>7</sup>	V3468D991	Reserve Hotel Casino (rhino design) VA 916-126	May 4, 2001
		Reserve Hotel Casino (bird design) VA 920-640	May 4, 2001

<sup>2</sup> as successor by merger to Lake Mead Station Holdings, LLC

<sup>3</sup> as successor by merger to Lake Mead Station Holdings, LLC

<sup>4</sup> as successor by merger to Lake Mead Station Holdings, LLC

<sup>5</sup> as successor by merger to Lake Mead Station Holdings, LLC

<sup>6</sup> as successor by merger to Lake Mead Station Holdings, LLC

<sup>7</sup> as successor by merger to Lake Mead Station Holdings, LLC

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Registered Owner	Copyright Number	Title	Issue Date
Lak e Med Stat n, Inc	V 68 01	R lerve Hotel Cas no (zebra des gn) VA 924-006	May 4, 2001
Lak e e ta In ?	34 8 D9	s y s ) V 9 5-03	May 01
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Lakeo d i n,	V 04 2-3	B s rve C t l C e m gn	Oct 2, 1 01
S a io os l	VA 02 74	Be l y a n i B i Co	Sept 2, 99
N f Gn i c	0 5 8	W l i e s o l n w	Sept 3 20
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PATENTS OWNED BY NAME OF GRANTOR

*U.S. and Foreign Patent Registrations*

Registered Owner	Registration Number	Patent Name	Issue Date
Station Casinos, Inc.	6,302,793	Multi-property player tracking system	October 16, 2001
Station Casinos, Inc.	6,672,589	Player tracking system for gaming tables	January 6, 2004
Station Casinos, Inc.	7,018,291	Player tracking system for gaming tables	March 28, 2006
Station Casinos, Inc.	6,874,786	Blackjack Game with Side Wager on Displayed Cards	April 5, 2005

No foreign patents.

*U.S. and Foreign Patent Applications*

Registered Owner	Application Number	Patent Name	Application Date
Station Casinos, Inc.	09939233	Paging System And Location Verification For Remote Access To Wagering Systems	August 24, 2001
Station Casinos, Inc.	09985175	Method And System For Remote Gaming	April 8, 2002
Station Casinos, Inc.	09833448	Method And System For Broadcast And Control Of A Remotely Located Wagering Device	April 12, 2001
Station Casinos, Inc.	11820686	Patent Application For Baccarat Variation	June 20, 2007
Station Casinos, Inc.	60244832	Method And Apparatus For Live Broadcast And Remote Wagering On A Gaming Machine	November 1, 2000

No foreign patent applications.

LAI:6363831V7

SCHEDULE II  
to the Intellectual Property Security Agreement

TRADEMARK/TRADE NAMES OWNED BY NAME OF GRANTOR

U.S. and Foreign Trademark Registrations

Registered Owner	Registration Number	Mark	Registration Date
Station Casinos, Inc.	1479936	PALACE STATION	March 8, 1988
Station Casinos, Inc.	1480097	PALACE STATION	March 8, 1988
Station Casinos, Inc.	1483923	FISHERMANS BROILER	April 5, 1988
Station Casinos, Inc.	1484814	FISHERMANS BROILER	April 12, 1988
Station Casinos, Inc.	1491647	PALACE STATION	June 7, 1988
Station Casinos, Inc.	1494471	PALACE STATION HOTEL-CASINO	April 5, 1988
Station Casinos, Inc.	1494589	PALACE STATION HOTEL-CASINO	July 17, 1988
Station Casinos, Inc.	1494641	PALACE STATION HOTEL-CASINO	April 5, 1988
Station Casinos, Inc.	1565241	THE ACTION BUFFET	November 7, 1989
Station Casinos, Inc.	1634451	KENOMANIA	February 5, 1991
Station Casinos, Inc.	1634452	REVERSIBLE ROYALS	February 5, 1991
Station Casinos, Inc.	1634453	BOULDER STATION	February 5, 1991
Station Casinos, Inc.	1634536	PASTA PALACE	February 5, 1991
Station Casinos, Inc.	1653993	THE MIDNIGHT FEAST	August 2, 1990
Station Casinos, Inc.	1661178	THE FEAST	October 15, 1991
Station Casinos, Inc.	1661188	BOULDER STATION	October 15, 1991
Station Casinos, Inc.	1788560	TRIPLE PAY DEUCES WILD POKER	August 17, 1993
Station Casinos, Inc.	1788563	ROYAL COURT	August 17, 1993
Station Casinos, Inc.	1788564	JOKERS GONE WILD	August 17, 1993
Station Casinos, Inc.	1850941	CAR-A-DAY IN MAY GIVEAWAY	August 23, 1994
Station Casinos, Inc.	1863360	STATION CASINOS	November 15, 1994
Station Casinos, Inc.	1864405	STATION CASINOS	November 22, 2004
Station Casinos, Inc.	1920433	THE FEAST	September 19, 1995
Station Casinos, Inc.	1996778	[Design only]	August 27, 1996
Station Casinos, Inc.	2040709	SPORTS ON THE RUN	February 25, 1997
Station Casinos, Inc.	2040710	THE ROYAL FLUSH CAPITAL OF THE WORLD!	February 25, 1997
Station Casinos, Inc.	2046546	EVERYBODY NEEDS SOME TEXAS!	March 18, 1997

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Registered Owner	Registration Number	Mark	Registration Date
Station Casinos, Inc.	2053006	WILD WILD WEST	April 15, 1997
Station Casinos, Inc.	2053007	WILD WILD WEST	April 15, 1997
Station Casinos, Inc.	2083905	BOARDING PASS	July 29, 1997
Station Casinos, Inc.	2085185	CAR-A-DAY	August 5, 1997
Station Casinos, Inc.	2085735	TEXAS STATION	August 5, 1997
Station Casinos, Inc.	2087587	SUNSET STATION	August 12, 1997
Station Casinos, Inc.	2097143	TEXAS STATION GAMBLING HALL & HOTEL	September 16, 1997
Station Casinos, Inc.	2106796	SUNSET STATION	October 21, 1997
Station Casinos, Inc.	2121064	TEXAS STATION GAMBLING HALL & HOTEL	December 16, 1997
Station Casinos, Inc.	2129911	TEXAS STATION	January 20, 1998
Station Casinos, Inc.	2145819	BARLEY'S CASINO & BREWING COMPANY	August 23, 1996
Station Casinos, Inc.	2168341	FEAST AROUND THE WORLD	June 23, 1998
Station Casinos, Inc.	2184884	COSTA DEL SOL	August 25, 1998
Station Casinos, Inc.	2207672	GAUDI BAR	December 1, 1998
Station Casinos, Inc.	2207916	FESTIVAL THE ULTIMATE BUFFET ADVENTURE	December 8, 1998
Station Casinos, Inc.	2224338	STATION CASINOS	February 16, 1999
Station Casinos, Inc.	2234239	FIESTA	March 23, 1999
Station Casinos, Inc.	2253168	BARLEY'S	June 15, 1999
Station Casinos, Inc.	2266731	THE GREAT GIVEAWAY	May 11, 1999
Station Casinos, Inc.	2360645	SOUTH BEACH	November 3, 1998
Station Casinos, Inc.	2421330	THE OFFICIAL ROYAL FLUSH CAPITAL OF THE WORLD	January 16, 2001
Station Casinos, Inc.	2433618	MARCH IN DRIVE OUT	March 6, 2001
Station Casinos, Inc.	2479854	ONE CARD DOES IT ALL!	August 21, 2001
Station Casinos, Inc.	2568347	SANTA FE STATION	May 7, 2002
Station Casinos, Inc.	2568881	COME TO PLAY. PLAN TO STAY!	May 14, 2002
Station Casinos, Inc.	2579020	CABO	June 11, 2002
Station Casinos, Inc.	2592683	SANTA FE STATION	July 9, 2002
Station Casinos, Inc.	2617317	BOARDING PASS REWARDS	September 10, 2002
Station Casinos, Inc.	2622668	COME TO PLAY. PLAN TO STAY!	September 24, 2002
Station Casinos, Inc.	2647760	FIESTA	November 12, 2002

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Registered Owner	Registration Number	Mark	Registration Date
State Insurance Co. Inc.	307	JUM-O-KENO	December 20, 1905
State Insurance Co. Inc.	034-60	WLB-IRE C-ING	December 2, 1906
State Insurance Co. Inc.	305-36	JUMB-JA CKP	February 3, 1906
State Insurance Co. Inc.	305-54	CINA-KSET	February 3, 1906
State Insurance Co. Inc.	307-21	UHC	April 12, 1906
State Insurance Co. Inc.	306-98	RED-TROKA	April 12, 1906
State Insurance Co. Inc.	308-1	EASST	April 12, 1906
State Insurance Co. Inc.	340-82	S-I	September 2, 1906
State Insurance Co. Inc.	309-40	S-I	September 2, 1906
State Insurance Co. Inc.	16-19	IRRA-REAS	October 1, 1906
State Insurance Co. Inc.	308-38	TVKB-C-A-O-T	October 2, 1907
State Insurance Co. Inc.	243-3	ULB-RA-EJC	January 2, 1907
State Insurance Co. Inc.	300-43	WDE-RI-C-KP	January 2, 1907
State Insurance Co. Inc.	9848	MRO-TSA	January 2, 1907
State Insurance Co. Inc.	326-70	T-I	September 11, 1900
State Insurance Co. Inc.	270-5	TU-G-LP	September 11, 1900
State Insurance Co. Inc.	298	RF	September 11, 1900
State Insurance Co. Inc.		RED	September 11, 1900

U.S. and Foreign Trademark Applications

Registered-Owner	Registration Number	Mark	Filing Date
State of California	7-8	F T A L A	September 16, 1999
State of California	76	M B C ACK	April 17, 2003
State of California	76	H B X O K J M X	May 1, 2006
State of California	76	J U T C A L R O O	October 1, 2000
State of California	76	E R X C A N R E T O X	October 22, 2004
State of California	77	B T O X A N D R E	October 22, 2006
State of California	77	D T O N D R E O T X	October 22, 2006
State of California	77	F A N N S D S	October 22, 2006
State of California	77	A V N N S D S	October 22, 2006
State of California	77	Q N U S D S	October 22, 2006
State of California	77	R E S M A R D	October 22, 2006
State of California	77	O T A N G	October 22, 2006
State of California	77	F A R O N A L S	October 22, 2006
State of California	77	R E D S K E S N I L	October 22, 2006
State of California	77	T E R O W N S N I L	October 22, 2006
State of California	77	Q A O P T E S T	October 22, 2006
State of California	77	R E D D O K A	October 22, 2006
State of California	77	R E L E F W N	October 22, 2006
State of California	77	O U R O W N	October 22, 2006
State of California	77	J U A B O D O	October 22, 2006
State of California	77	M I C S	October 22, 2006
State of California	77	F S P O S E	October 22, 2006
State of California	77	J V B B L	October 22, 2006
State of California	77	F U A T R N	October 22, 2006
State of California	77	E M A O A F E	October 22, 2006
State of California	77	J I T I N G L E	October 22, 2006
State of California	77	B R I E U E M P K E	October 22, 2006
State of California	77	P T B O T P K E	October 22, 2006

Registered Owner Registraton Number Mark

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July 18, 2007

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TRADEMARK

REEL: 003666 FRAME: 0111

I A RESO RT S A S O  
 V V A O R T S P A S  
 IV RES R T S P C A I N O  
 V V R E O T S P A I N O  
 VI A S R T A C S I N O  
 V V R E O T S P A I N O  
 VI A T A O P C S I N O  
 V V S I N P I N O  
 VI A T A O I N O  
 V V A S T A I O N I N O  
 IV S T A I N I N O  
 V V S T A I O N I N O  
 M P A S T A I O N I N O  
 I O N T I O N I N O  
 V N T O I N I N O  
 V I C T O R I A I N O  
 R E D A R T I N O  
 R E S L G I N O  
 O S K U N I N O  
 R B Q K U N I N O  
 R O C K E E I N O  
 V S T O G G E I N O  
 B I A V I N O  
 N K I I E I N O  
 K E M M T I E I N O  
 S H I S U N S A T I O N I N O  
 S O I S T I O N I N O  
 S M I S A T I O N I N O  
 S E S J E F A O I N O  
 U M R A T S I R R A S T I N I N O  
 E M M I S I R R A S T I N I N O  
 S U R R A I N O  
 E M I S R R A S T A T I O N I N O

Registered Owner	Registration Number	Mark	Filing Date
Stone Inn	78/6406	I A RESO RT S A S O	May 31, 2005
Stone Inn	78/6406	V V A O R T S P A S	May 31, 2005
Stone Inn	78/6407	IV RES R T S P C A I N O	May 31, 2005
Stone Inn	78/6408	V V R E O T S P A I N O	May 31, 2005
Stone Inn	78/6409	VI A S R T A C S I N O	May 31, 2005
Stone Inn	78/6410	V V R E O T S P A I N O	May 31, 2005
Stone Inn	78/6411	VI A T A O P C S I N O	May 31, 2005
Stone Inn	78/6412	V V S I N P I N O	May 31, 2005
Stone Inn	78/6413	VI A T A O I N O	May 31, 2005
Stone Inn	78/6414	V V A S T A I O N I N O	May 31, 2005
Stone Inn	78/6415	IV S T A I N I N O	May 31, 2005
Stone Inn	78/6416	V V S T A I O N I N O	May 31, 2005
Stone Inn	78/6417	M P A S T A I O N I N O	May 31, 2005
Stone Inn	78/6418	I O N T I O N I N O	May 31, 2005
Stone Inn	78/6419	V N T O I N I N O	May 31, 2005
Stone Inn	78/6420	V I C T O R I A I N O	May 31, 2005
Stone Inn	78/6421	R E D A R T I N O	May 31, 2005
Stone Inn	78/6422	R E S L G I N O	May 31, 2005
Stone Inn	78/6423	O S K U N I N O	May 31, 2005
Stone Inn	78/6424	R B Q K U N I N O	May 31, 2005
Stone Inn	78/6425	R O C K E E I N O	May 31, 2005
Stone Inn	78/6426	V S T O G G E I N O	May 31, 2005
Stone Inn	78/6427	B I A V I N O	May 31, 2005
Stone Inn	78/6428	N K I I E I N O	May 31, 2005
Stone Inn	78/6429	K E M M T I E I N O	May 31, 2005
Stone Inn	78/6430	S H I S U N S A T I O N I N O	May 31, 2005
Stone Inn	78/6431	S O I S T I O N I N O	May 31, 2005
Stone Inn	78/6432	S M I S A T I O N I N O	May 31, 2005
Stone Inn	78/6433	S E S J E F A O I N O	May 31, 2005
Stone Inn	78/6434	U M R A T S I R R A S T I N I N O	May 31, 2005
Stone Inn	78/6435	E M M I S I R R A S T I N I N O	May 31, 2005
Stone Inn	78/6436	S U R R A I N O	May 31, 2005
Stone Inn	78/6437	E M I S R R A S T A T I O N I N O	May 31, 2005

TRADEMARK

REEL: 003666 FRAME: 0112

Registered Owner	Registration Number	Mark	Filing Date
Station Casinos, Inc.	78/929659	SIERRA STATION	July 14, 2006
Station Casinos, Inc.	78/929680	SIERRA STATION	July 14, 2006
Station Casinos, Inc.	78/929684	SIERRA STATION	July 14, 2006
Station Casinos, Inc.	78/929720	MOUNT ROSE STATION	July 14, 2006
Station Casinos, Inc.	78/929739	MOUNT ROSE STATION	July 14, 2006
Station Casinos, Inc.	78/929744	MOUNT ROSE STATION	July 14, 2006
Station Casinos, Inc.	78/929784	MOUNT ROSE STATION	July 14, 2006
Station Casinos, Inc.	78/929792	MOUNT ROSE STATION	July 14, 2006
Station Casinos, Inc.	78/929798	MOUNT ROSE STATION	July 14, 2006
Station Casinos, Inc.	78/966621	GREAT HANDS \$10,000 HOLDEM BONUS CHALLENGE A A J J	September 3, 2006
Station Casinos, Inc.	78/978135	RED ROCK CASINO, RESORT & SPA	September 16, 2004
Station Casinos, Inc.	78/978137	RED ROCK	September 16, 2004
Station Casinos, Inc.	78/978728	LUXE VEGAS	February 11, 2005
Station Casinos, Inc.	78/979011	VIVA	May 31, 2005

No foreign trademark applications.

LAI #6363831V7

State Trademark Registrations

Registered Owner	State	Reg. No.	Mark	Registration Date
State Casinos Inc.	California	58-03	MARKS B	August 1, 003
State Casinos Inc.	California	58-04	F ST R UN TH ORLD	August 1, 003
State Casinos Inc.	California	58-05	E A S T E KH E W	August 1, 003
State Casinos Inc.	California	58-06	F U S T I N S O O S	August 1, 003
State Casinos Inc.	California	58-07	A Y U F R U T U N	August 1, 003
State Casinos Inc.	California	58-08	I N A Y A E W A Y	August 1, 003
State Casinos Inc.	California	58-09	E A R D I N M Y I V E	August 1, 003
State Casinos Inc.	California	58-10	A A Y L M A G T I N A	August 1, 003
State Casinos Inc.	California	58-11	C A R D A L L S C	August 1, 003
State Casinos Inc.	California	58-12	C O N G R E S S	August 1, 003
State Casinos Inc.	California	58-13	I N H P S N	August 1, 003
State Casinos Inc.	California	58-14	P E A S V P R E S A	August 1, 003
State Casinos Inc.	California	58-15	I N N R E X S S	August 1, 003
State Casinos Inc.	California	58-16	W I N N E R S E X P S S	August 1, 003
State Casinos Inc.	California	58-17	W I N N E R S E X P S S	August 1, 003
State Casinos Inc.	California	58-18	I N E O A	August 1, 003
State Casinos Inc.	California	58-19	B I N G O I N A	August 1, 003
State Casinos Inc.	California	58-20	W I L G A S O N T I N A	August 1, 003
State Casinos Inc.	California	58-21	G D B I N G O S T A N	August 1, 003
State Casinos Inc.	California	58-22	W M H G	August 1, 003
State Casinos Inc.	California	58-23	I G R E C X I N A	August 1, 003
State Casinos Inc.	California	58-24	A M F	August 1, 003
State Casinos Inc.	California	58-25	A H G O R M E C N C	August 1, 003
State Casinos Inc.	California	58-26	C R O	August 1, 003
State Casinos Inc.	California	58-27	H R M L	August 1, 003
State Casinos Inc.	California	58-28	C R O S E	August 1, 003
State Casinos Inc.	California	58-29	C R M S	August 1, 003
State Casinos Inc.	California	58-30	O T E M	August 1, 003
State Casinos Inc.	California	58-31	A R M E	August 1, 003
State Casinos Inc.	California	58-32	H E	August 1, 003
State Casinos Inc.	California	58-33	H M A	August 1, 003



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Registered Owner	State	Reg. No.	Mark	Registrar on Date
State Cas... Inc.	Nevada	E03466-0062	EAST-BUFFET	May 8, 2006
State Cas... Inc.	Nevada	E 3466-006	HE SP A D OCK	May 8, 2006
State Cas... Inc.	Nevada	E 0462-006	TRE R K	May 8, 2006
State Cas... Inc.	Nevada	E 3667-006	HES AT REDROC	May 8, 2006
State Cas... Inc.	Nevada	E03790-002	P RE R K	May 8, 2006
State Cas... Inc.	Nevada	E04620-006	S A T D OCK	May 8, 2006
State Cas... Inc.	Nevada	E0371-006	O X B	May 8, 2006
State Cas... Inc.	Nevada	E0346-006	A R	May 8, 2006
State Cas... Inc.	Nevada	E03673-006	T NYX B R E	May 8, 2006
State Cas... Inc.	Nevada	E0452-006	A R E	May 8, 2006
State Cas... Inc.	Nevada	E03467-006	O N X B A R R A	May 8, 2006
State Cas... Inc.	Nevada	E03467-006	I X B A R R A	May 8, 2006
State Cas... Inc.	Nevada	E03468-006	N B E B A R (an d)	May 8, 2006
State Cas... Inc.	Nevada	E03468-006	O I F O Y S T R	May 8, 2006
State Cas... Inc.	Nevada	E 4606-007	D S O B A R	May 8, 2006
State Cas... Inc.	Nevada	E 032006-006	I N E O S T A	May 8, 2006
State Cas... Inc.	Nevada	E 0407-006	D S Y O A I N S	May 8, 2006
State Cas... Inc.	Nevada	E 032006-006	TERRA S	May 8, 2006
State Cas... Inc.	Nevada	E 7005-005	E S S E I T	May 8, 2006
State Cas... Inc.	Nevada	E 38200-006	D Y O W E	May 8, 2006
State Cas... Inc.	Nevada	E 2207-006	V R Q S H I	May 8, 2006
State Cas... Inc.	Nevada	E 0475-006	E R R A N E S I G	May 8, 2006
State Cas... Inc.	Nevada	E 0512-006	K I O R L E G	May 8, 2006
State Cas... Inc.	Nevada	E 07800-002	V E N S L A	May 8, 2006
State Cas... Inc.	Nevada	E 0752-008	K A N F I T	May 8, 2006
State Cas... Inc.	Nevada	E 8534-008	H A N N S T U	May 8, 2006
State Cas... Inc.	Nevada	E 03000-008	A D K S T R E	May 8, 2006
State Cas... Inc.	Nevada	E 074-005	J U S N T	May 8, 2006
State Cas... Inc.	Nevada	E 05600-007	H A N K S I N W d	May 8, 2006
State Cas... Inc.	Nevada	E 8982-009	J U S I N A A A	May 8, 2006
State Cas... Inc.	Nevada	E 07200-001	J M O C A I V E Y gn	May 8, 2006
State Cas... Inc.	Nevada	E 0827-002	U M O K E N A A	May 8, 2006
State Cas... Inc.	Nevada	E 0002002-002	M C S N G	May 8, 2006
State Cas... Inc.	Nevada	E 0007-005	A B O K E W G	May 8, 2006
State Cas... Inc.	Nevada	E 186608-006	B H O K E O N	May 8, 2006
State Cas... Inc.	Nevada	E 000-000	S M S I	May 8, 2006



Registered Owner	State	Reg. No.	Mark	Registration Date
STIP C	Nevada	SM000856	A DAY GIVEAWAY	October 1985
Station Inc	Nevada	S0002	Station	January 2
Set Casino	Nevada	M00129	Alcazar	January 8 1987
Station Inc	Nevada	M0023	PAESTA (e)	January 2, 1987
Station Inc	Nevada	S0020	PHILIP CAST	November 8 1988
Station Inc	Nevada	M00243	CAD	February 28 1988
Station Inc	Nevada	S003043	ADULT	March 9 1989
Station Inc	Nevada	S003047	BELER	March 9 1989
Station Inc	Nevada	M0234	BOLD TION	March 9 1989
Station Inc	Nevada	M00304	BOULDER	March 9 1989
Station Inc	Nevada	S0033	POT SLITS	March 19 1989
Station Inc	Nevada	S0023	APL	March 19 1989
Station Inc	Nevada	S0023	OMNIA	March 19 1989
Station Inc	Nevada	M0043	TANAIARAKER	March 19 1989
Station Inc	Nevada	S0020734	REVIEWS	March 19 1989
Station Inc	Nevada	S0029	REVIEW	March 19 1989
Station Inc	Nevada	S0025793	REVIEW	March 19 1989
Station Inc	Nevada	S002	AEV	December 7 1989
Station Inc	Nevada	S0020785	FLORIDA	December 7 1989
Station Inc	Nevada	S0026096	FLORIDA	December 7 1989
Station Inc	Nevada	S0026088	FLORIDA	December 7 1989
Station Inc	Nevada	S0028	FLORIDA	December 7 1989
Station Inc	Nevada	S0020	FLORIDA	December 7 1989
Station Inc	Nevada	S00289	FLORIDA	December 7 1989
Station Inc	Nevada	S002880	FLORIDA	December 7 1989
Station Inc	Nevada	S002902	FLORIDA	December 7 1989
Station Inc	Nevada	M002907	FLORIDA	December 7 1989
Station Inc	Nevada	M00904	FLORIDA	December 7 1989
Station Inc	Nevada	M00908	FLORIDA	December 7 1989
Station Inc	Nevada	M0290	FLORIDA	December 7 1989
Station Inc	Nevada	M029000	FLORIDA	December 7 1989

Registered Owner	State	Reg. No.	Mark	Registrat on Date
Station Casinos, Inc	Nevada	SM00290008	DA LAS CITY LIMITS	May 7, 1996
Station Casinos, Inc	Nevada	SM00290009	MA R S ID L B I L S BREWS	May 6, 1996
Station Casinos, Inc	Nevada	SM00290010	CE XAY T Y N GA B H & O L H O E	Jul 17, 1996
Station Casinos, Inc	Nevada	SM00290011	TEXAS T T GAMBLING L & O E L	Jul 1, 1996
Station Casinos, Inc	Nevada	SM00290012	TE XAS T S A I N H A L & L	Jul 1, 1996
Station Casinos, Inc	Nevada	SM00290013	TE R S T O N G E T E	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290014	E X A S P O N A X A S	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290015	U N R D A T I W I N N I N	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290016	S V I A S Y S G I U H T	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290017	B U M S I N T T O W N R C H E R S	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290018	E S A W N T U H S	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290019	A S D O I N N E	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290020	F Y E T P A R I C	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290021	O Y O D E H O U S T	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290022	B E C U S B E	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290023	S V O T O E	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290024	B N A E	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290025	C E U S Y B	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290026	V I L I B	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290027	C P I S I B	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290028	S A B L A R I	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290029	S A B L I D H D R	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290030	B U N R I M A F R S	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290031	S A L T A	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290032	R S S A T	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290033	O U A T C A H	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290034	O T I H A E G O L T I	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290035	F B H C I	Aug 6, 1996
Station Casinos, Inc	Nevada	SM00290036	E A D P A A B	Aug 6, 1996

TRADEMARK

Registered Owner	State	Reg. No.	Mark	Registrant	Date
State Cas. Co., Inc.	Nevada	SM00-0076	N J A	June 20, 1908	
State Cas. Co., Inc.	Nevada	S 00 00 4	H T	June 8, 19	
State Cas. Co., Inc.	Nevada	S-0933-1	IX ACKS OO O T (and d s gm)	June 1, 19	
State Cas. Co., Inc.	Nevada	SM-33-8	ARD DOE O T	August 2, 1900	
State Cas. Co., Inc.	Nevada	SM-03-9	N E C E I	October 1, 1900	
State Cas. Co., Inc.	Nevada	SM-03-2	A T H C S O A	October 2, 1900	
State Cas. Co., Inc.	Nevada	M-0-3	P E T A S N W A R D	January 2, 1900	
State Cas. Co., Inc.	Nevada	SM-0-3-7-501	F L R E G B S S	January 14, 1900	
State Cas. Co., Inc.	Nevada	SM-0-3-0-6	B S B D I N C I N R E S V E	January 30, 1900	
State Cas. Co., Inc.	Nevada	SM-0-3-0-0	C A I V F T R E S I	January 31, 1900	
State Cas. Co., Inc.	Nevada	SM-0-3-0-3	C E O B P P Q G	June 3, 1900	
State Cas. Co., Inc.	Nevada	SM-0-3-0-37	B Z O G H	June 21, 1900	
State Cas. Co., Inc.	Nevada	M-0-40-3-5	B R Z O G H	September 1, 2000	
State Cas. Co., Inc.	Nevada	SM-3-5-8	A D E A N I N	September 6, 2000	
State Cas. Co., Inc.	Nevada	SM-0-4-15	F J V B A O C O C R E A	September 22, 2000	
State Cas. Co., Inc.	Nevada	SM-0-402	F R E A A L E O	September 22, 2000	
State Cas. Co., Inc.	Nevada	SM-34-617	R O T E F Q L E W H	February 21, 1900	
State Cas. Co., Inc.	Nevada	S 0 0 4 5	J U M B H R E Z E W H	February 21, 1900	
State Cas. Co., Inc.	Nevada	SM-0-4-16	H O O M A H P O P Y W H	February 21, 1900	
State Cas. Co., Inc.	Nevada	SM-0-3-987	G O T S F Y T E S S V E	February 21, 1900	
State Cas. Co., Inc.	Nevada	S 003-0-6	B C L F V T E S S V E	February 21, 1900	
State Cas. Co., Inc.	Nevada	S M 0 3 6 6	J U M A C L A V O T R E S	February 21, 1900	
State Cas. Co., Inc.	Nevada	S M 0 0 3 0 6 6	W O M E C F K N O F R E V I	February 21, 1900	
State Cas. Co., Inc.	Nevada	S M 0 0 3 8 4	E C A G I D A C P O G R P	February 21, 1900	
State Cas. Co., Inc.	Nevada	S M 0 0 3 8 7	S M O A A G W I N	February 21, 1900	
State Cas. Co., Inc.	Nevada	M M 0 5 0 4	I N B I N D M E G	February 21, 1900	
State Cas. Co., Inc.	Nevada	M M 0 5 4	R A D E M E G	February 21, 1900	
State Cas. Co., Inc.	Nevada	0 90 50460	H P K P	February 21, 1900	
State Cas. Co., Inc.	Nevada	0 0 3 0 6	A H O U T	February 21, 1900	
State Cas. Co., Inc.	Nevada	M 50504	U S N S	February 21, 1900	

Registered Owner	State	Reg. No.	Mark	Registral on Date
St. Louis Casino, Inc.	Nevada	SM00360-94	THE CHARCOAL ROOM	May 1, 2004
St. Louis Casino, Inc.	Nevada	SM00309-5	H G CAFE	May 1, 2004
St. Louis Casino, Inc.	Nevada	SM00303-5	F RANNN	May 1, 2004
St. Louis Casino, Inc.	Nevada	SM00304-44	JU BOPEYD E	June 25, 2004
St. Louis Casino, Inc.	Nevada	SM00306-9	F ST AOUN THE WORLD	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00336-74	E ARG UAH W D	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-5	F A T S E A T E	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00307-6	E T S E KH U S	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-7	A S S E KH U S	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00360-6	TINCS KHOU	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00307-8	AU RES SK	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-9	U R C S	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00307-9	RE O S O	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-9	R O C K S R S I O	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM0030800	RE R C RE SOR AS	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-801	BE R C RE Y C SI	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-802	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-803	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-804	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-805	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-806	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-807	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-808	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-809	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-810	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-811	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-812	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-813	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-814	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-815	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-816	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-817	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-818	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-819	BE R O K W O T A	September 30, 2004
St. Louis Casino, Inc.	Nevada	SM00306-820	BE R O K W O T A	September 30, 2004



## Trade Names

Grantor	Other Names Used
Boulder Station, Inc.	Boulder Station Hotel & Casino
Charleston Station, LLC	Red Rock Casino Resort Spa
Fiesta Station, Inc.	Fiesta Rancho Casino Hotel
Gold Rush Station, LLC	Gold Rush Casino
Lake Mead Station, Inc.	Fiesta Henderson Casino Hotel
Magic Star Station, LLC	Magic Star Casino
Palace Station Hotel & Casino, Inc.	Palace Station Hotel & Casino
Rancho Station, LLC	Wildfire Casino
Santa Fe Station, Inc.	Santa Fe Station Hotel & Casino
Sunset Station, Inc.	Sunset Station Hotel & Casino
Texas Station, LLC	Texas Station Gambling Hall & Hotel
Tropicana Station, Inc.	Wild Wild West Gambling Hall & Hotel

All trade names are used in the United States.

LAL#6363831V7

EXHIBIT I  
to the Intellectual Property Security Agreement

This SUPPLEMENT NO. \_\_ dated as of [\_\_\_\_], (this "Supplement") is delivered by [INSERT NAME OF NEW RESTRICTED SUBSIDIARY], a [\_\_\_\_], pursuant to the Intellectual Property Security Agreement dated as of November 7, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") among STATION CASINOS, INC., a Nevada corporation ("the Borrower"), the Subsidiaries of the Borrower identified therein and DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent (in such capacity, the "Administrative Agent").

A. Reference is made to that certain Credit Agreement, dated as of November 7, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto, the Administrative Agent, and each of the other agents and arrangers from time to time party thereto.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement.

C. The Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit. Section 5.14 of the Intellectual Property Security Agreement provides that additional Restricted Subsidiaries of the Borrower and Restricted Subsidiaries of the Borrower that cease to be Excluded Subsidiaries or Immaterial Subsidiaries may become Subsidiary Guarantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Restricted Subsidiary (the "New Subsidiary") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor under the Intellectual Property Security Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the New Subsidiary agrees as follows:

SECTION 1. In accordance with Section 5.14 of the Intellectual Property Security Agreement, the New Subsidiary by its signature below becomes a Subsidiary Guarantor (and accordingly, becomes a Grantor) and Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Subsidiary Guarantor and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Subsidiary Guarantor and Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of the New Subsidiary. Each reference to a "Grantor" in the Intellectual Property Security Agreement shall be deemed to include the New Subsidiary. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement shall become effective when the Administrative Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of any and all Collateral of the New Subsidiary consisting of Intellectual Property and (b) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The New Subsidiary and the Administrative Agent shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Administrative Agent.

IN WITNESS WHEREOF, the New Subsidiary has duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY],

By: \_\_\_\_\_  
Name:  
Title:

Legal Name:



Jurisdiction of Formation:  
Location of Chief Executive office:

3 SD\595253.4

**TRADEMARK**  
**REEL: 003666 FRAME: 0125**

EXHIBIT II  
to the Intellectual Property Security Agreement  
PERFECTION CERTIFICATE  
[See attached.]

PERFECTION CERTIFICATE

Dated as of: [ \_\_\_\_\_ ], 2007

Reference is made to the Credit Agreement, of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Station Casinos, Inc., a Nevada corporation (the "Borrower"), the lenders from time to time party thereto, Deutsche Bank Trust Company Americas, as administrative agent, and each of the other agents and arrangers from time to time party thereto. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement or the Security Agreement, Pledge Agreement, Shareholder Pledge Agreement, Intellectual Property Security Agreement or Guaranty referred to therein, as applicable.

The undersigned, the Chief Accounting Officer and the General Counsel, respectively, of Borrower, hereby certify to the Administrative Agent and each other Secured Party as follows:

1. Names. (a) The exact legal name of each Grantor, as such name appears in its respective certificate of incorporation or formation, is as follows:

<b>Grantor's Legal Name</b>
Station Casinos, Inc.
Fertitta Partners, LLC
FCP Holding, Inc.
FCP VoteCo, LLC
Aliante Station, LLC
Boulder Station, Inc.
Charleston Station, LLC
Fiesta Station, Inc.
Gold Rush Station, LLC
Green Valley Station, Inc.
GV Ranch Station, Inc.
Lake Mead Station, Inc.
Magic Star Station, LLC
Palace Station Hotel & Casino, Inc.
Palms Station, LLC
Rancho Station, LLC
Santa Fe Station, Inc.
Station Holdings, Inc.
Sunset Station, Inc.
Texas Station, LLC
Tropicana Station, Inc.
Chico Land Acquisitions, LLC
Fresno Land Acquisitions, LLC
Madera Property Management, LLC
SC Butte Development, LLC
SC Butte Management, LLC

<b>Grantor's Legal Name</b>
SC Madera Development, LLC
SC Madera Management, LLC
SC Sonoma Development, LLC
SC Sonoma Management, LLC
Sonoma Land Holdings, LLC
Station California, LLC
Station Development, LLC

(b) Set forth below is each other legal name each Grantor has had in the past five years, together with the date of the relevant change:

None.

(c) Except as set forth in Schedule 1 hereto, to our knowledge, no Grantor has changed its identity or corporate structure in any way within the past five years.<sup>1</sup> [Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation to the extent such information is available to the Borrower.]

(d) To our knowledge, the following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

<b>Grantor</b>	<b>Other Names Used</b>
Boulder Station, Inc.	Boulder Station Hotel & Casino
Charleston Station, LLC	Red Rock Casino Resort Spa
Fiesta Station, Inc.	Fiesta Rancho Casino Hotel
Gold Rush Station, LLC	Gold Rush Casino
Lake Mead Station, Inc.	Fiesta Henderson Casino Hotel
Magic Star Station, LLC	Magic Star Casino
Palace Station Hotel & Casino, Inc.	Palace Station Hotel & Casino
Rancho Station, LLC	Wildfire Casino
Santa Fe Station, Inc.	Santa Fe Station Hotel & Casino
Sunset Station, Inc.	Sunset Station Hotel & Casino
Texas Station, LLC	Texas Station Gambling Hall & Hotel
Tropicana Station, Inc.	Wild Wild West Gambling Hall & Hotel

<sup>1</sup> Schedule 1 does not include any change of identity or corporate structure that is part of the Transactions.

(e) Set forth below is the Organizational Identification Number, if any, issued by the jurisdiction of formation of each Grantor that is a registered organization:

Grantor	Jurisdiction	Organizational ID Number
Station Casinos, Inc.	Nevada	C1251-1976
Fertitta Partners, LLC	Nevada	E0311772007-8
FCP Holding, Inc.	Nevada	E0313432007-0
FCP VoteCo, LLC	Nevada	E0311942007-9
Aliante Station, LLC	Nevada	E0853582005-8
Boulder Station, Inc.	Nevada	C1301-1993
Charleston Station, LLC	Nevada	LLC6520-2003
Fiesta Station, Inc.	Nevada	C20410-2000
Gold Rush Station, LLC	Nevada	LLC6398-2004
Green Valley Station, Inc.	Nevada	C2439-1995
GV Ranch Station, Inc.	Nevada	C29166-1999
Lake Mead Station, Inc.	Nevada	C27749-2000
Magic Star Station, LLC	Nevada	LLC6389-2004
Palace Station Hotel & Casino, Inc.	Nevada	C9114-1992
Palms Station, LLC	Nevada	LLC5524-2000
Rancho Station, LLC	Nevada	LLC14661-2002
Santa Fe Station, Inc.	Nevada	C15359-2000
Station Holdings, Inc.	Nevada	C3238-2001
Sunset Station, Inc.	Nevada	C6358-1992
Texas Station, LLC	Nevada	LLC7436-2001
Tropicana Station, Inc.	Nevada	C6520-1998
Chico Land Acquisitions, LLC	California	200505410081
Fresno Land Acquisitions, LLC	California	200329610093
Madera Property Management, LLC	California	200329610095
SC Butte Development, LLC	California	200406910055
SC Butte Management, LLC	California	200406910052
SC Madera Development, LLC	California	200327510098
SC Madera Management, LLC	California	200327510101
SC Sonoma Development, LLC	California	200310510052
SC Sonoma Management, LLC	California	200310510056
Sonoma Land Holdings, LLC	California	200517210020
Station California, LLC	California	200006610109
Station Development, LLC	California	200228110043

(f) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

Grantor	Federal Taxpayer ID No.
Station Casinos, Inc.	88-0136443
Fertitta Partners, LLC	26-0443732
FCP Holding, Inc.	26-0317902
FCP VoteCo, LLC	26-0443751
Aliante Station, LLC	20-4024211

<b>Grantor</b>	<b>Federal Taxpayer ID No.</b>
Boulder Station, Inc.	88-0301459
Charleston Station, LLC	86-1101731
Fiesta Station, Inc.	88-0469835
Gold Rush Station, LLC	72-1581337
Green Valley Station, Inc.	88-0332744
GV Ranch Station, Inc.	88-0457686
Lake Mead Station, Inc.	88-0476149
Magic Star Station, LLC	72-1581336
Palace Station Hotel & Casino, Inc.	88-0301133
Palms Station, LLC	88-0470222
Rancho Station, LLC	27-0038173
Santa Fe Station, Inc.	88-0463816
Station Holdings, Inc.	88-0497966
Sunset Station, Inc.	88-0286351
Texas Station, LLC	88-0501946
Tropicana Station, Inc.	88-0390441
Chico Land Acquisitions, LLC	26-1220563
Fresno Land Acquisitions, LLC	76-0745023
Madera Property Management, LLC	76-0745029
SC Butte Development, LLC	86-1101728
SC Butte Management, LLC	86-1101726
SC Madera Development, LLC	76-0745028
SC Madera Management, LLC	76-0745026
SC Sonoma Development, LLC	74-3090767
SC Sonoma Management, LLC	74-3090768
Sonoma Land Holdings, LLC	20-3328412
Station California, LLC	47-0905880
Station Development, LLC	47-0905934

2. Current Locations. (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<b>Grantor</b>	<b>Mailing Address</b>	<b>County</b>	<b>State</b>
Station Casinos, Inc.	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Fertitta Partners, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
FCP Holding, Inc.	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
FCP VoteCo, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Aliante Station, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Boulder Station, Inc.	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada

<b>Grantor</b>	<b>Mailing Address</b>	<b>County</b>	<b>State</b>
Charleston Station, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Fiesta Station, Inc.	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Gold Rush Station, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Green Valley Station, Inc.	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
GV Ranch Station, Inc.	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Lake Mead Station, Inc.	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Magic Star Station, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Palace Station Hotel & Casino, Inc.	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Palms Station, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Rancho Station, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Santa Fe Station, Inc.	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Station Holdings, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Sunset Station, Inc.	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Texas Station, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Tropicana Station, Inc.	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Chico Land Acquisitions, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Fresno Land Acquisitions, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Madera Property Management, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
SC Butte Development, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
SC Butte Management, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
SC Madera Development, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
SC Madera Management, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
SC Sonoma Development, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
SC Sonoma Management, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Sonoma Land Holdings, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada

Grantor	Mailing Address	County	State
Station California, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada
Station Development, LLC	1505 South Pavilion Center Drive Las Vegas, NV 89135	Clark	Nevada

(b) The jurisdiction of formation of each Grantor that is a registered organization is set forth opposite its name below:

Grantor	Jurisdiction
Station Casinos, Inc.	Nevada
Fertitta Partners, LLC	Nevada
FCP Holding, Inc.	Nevada
FCP VoteCo, LLC	Nevada
Aliante Station, LLC	Nevada
Boulder Station, Inc.	Nevada
Charleston Station, LLC	Nevada
Fiesta Station, Inc.	Nevada
Gold Rush Station, LLC	Nevada
Green Valley Station, Inc.	Nevada
GV Ranch Station, Inc.	Nevada
Lake Mead Station, Inc.	Nevada
Magic Star Station, LLC	Nevada
Palace Station Hotel & Casino, Inc.	Nevada
Palms Station, LLC	Nevada
Rancho Station, LLC	Nevada
Santa Fe Station, Inc.	Nevada
Station Holdings, Inc.	Nevada
Sunset Station, Inc.	Nevada
Texas Station, LLC	Nevada
Tropicana Station, Inc.	Nevada
Chico Land Acquisitions, LLC	California
Fresno Land Acquisitions, LLC	California
Madera Property Management, LLC	California
SC Butte Development, LLC	California
SC Butte Management, LLC	California
SC Madera Development, LLC	California
SC Madera Management, LLC	California
SC Sonoma Development, LLC	California
SC Sonoma Management, LLC	California
Sonoma Land Holdings, LLC	California
Station California, LLC	California
Station Development, LLC	California

(c) Set forth below opposite the name of each Grantor are the names and addresses of all Persons other than such Grantor that have possession of any material Collateral of such Grantor:



None.

(d) Set forth below is a list of all real property held by each Grantor<sup>2</sup>, assessors parcel numbers, and the name of the Grantor that owns or leases such real property (all property is owned (rather than leased) by the specified Grantor, except where noted):

Address	Assessors Parcel Numbers	Grantor
4111 Boulder Highway Las Vegas, Nevada <sup>3</sup>	161-07-702-001	Boulder Station, Inc.
	161-07-702-002	
	161-07-702-015	
	161-07-702-016	
	161-07-702-014 (Lease)	
	161-07-802-009 (Sublease)	
161-07-802-011 (Sublease)		
777 W. Lake Mead Parkway Henderson, Nevada	178-13-301-014	Lake Mead Station, Inc.
2400 N. Rancho Drive North Las Vegas, Nevada	139-19-501-009	Fiesta Station, Inc.
1195 West Sunset Road Henderson, Nevada	178-03-701-002	Gold Rush Station, LLC
2000 S. Boulder Highway Henderson, Nevada	179-28-703-001	Magic Star Station, LLC
2411 West Sahara Avenue Las Vegas, Nevada	162-08-502-002	Palace Station Hotel & Casino, Inc.
	162-08-502-003	
	162-08-502-006	
	162-08-502-007	
	162-08-502-008	
	162-08-502-009	
	162-08-502-010	
	162-08-502-011	
	162-08-505-004	
162-08-602-005		
11011 W. Charleston Boulevard Las Vegas, Nevada	164-01-111-011	Charleston Station, LLC
	164-01-210-003	
	164-02-511-004	
1505 South Pavilion Center Drive Las Vegas, Nevada	164-01-210-004	Charleston Station, LLC
4949 North Rancho Drive Las Vegas, Nevada	125-34-801-001	Santa Fe Station, Inc.
	125-35-402-001	

<sup>2</sup> Real property owned by Native American Subsidiaries are not included.

<sup>3</sup> A 27 acre portion of the Boulder Station Hotel & Casino property is leased/subleased pursuant to that certain Ground Lease and Sublease between Boulder Station, Inc. and KB Enterprises dated June 1, 1993, which has a maximum term of 65 years, ending in June 2058.

Address	Assessors Parcel Numbers	Grantor
1301 W. Sunset Road Henderson, Nevada	178-03-310-021	Sunset Station, Inc.
	178-03-411-028	
	178-03-411-030	
	178-03-413-010	
2101 Texas Star Lane North Las Vegas, Nevada <sup>4</sup>	139-19-502-001 (Lease)	Texas Station, LLC
	139-19-602-001 (Lease)	
1901 North Rancho Drive, Las Vegas, Nevada	139-19-703-005	Rancho Station, LLC
	139-19-703-008	
	139-19-703-011	
	139-19-703-034	
3330 W. Tropicana Avenue, Las Vegas, Nevada <sup>5</sup>	162-20-402-003 (Lease)	Tropicana Station, Inc.
	162-20-402-008 (Lease)	
	162-20-403-001 (Lease)	
	162-20-403-004 (Lease)	
	162-20-403-006 (Lease)	

(e) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any material Collateral and all the places of business where such Grantor conducts any material business that are not identified above:

None.

3. Unusual Transactions. All Accounts have been originated by the Grantor and all Inventory has been acquired by the Grantor in the ordinary course of business (other than Accounts acquired in connection with a business acquisition).

4. Schedule of Filings. Attached hereto as Schedule 2 is a schedule setting forth the proper Uniform Commercial Code filing office in the jurisdiction in which each Grantor is located and, to the extent any of the Collateral is comprised of fixtures, the proper local jurisdiction, in each case as set forth with respect to such Grantor in Section 2 hereof.

5. Stock Ownership and other Equity Interests. Attached hereto as Schedule 3 is a true and correct list of all the issued and outstanding Equity Interests of the Borrower and each Subsidiary

<sup>4</sup> The Texas Station Gambling Hall & Hotel property is leased pursuant to that certain Ground Lease between Texas Station, LLC and Texas Gambling Hall & Hotel, Inc. dated June 1, 1995, which has a maximum term of 65 years, ending in June 2060.

<sup>5</sup> The Wild Wild West Gambling Hall & Hotel property is leased pursuant to that certain Lease between Tropicana Station, Inc. and J.A. Tiberti Construction Company, Inc. dated July 1, 1998, which has a maximum term of 90 years, ending in June 2088. Pursuant to the terms of this lease, Tropicana Station, Inc. has elected to purchase the subject property, which purchase is scheduled to take place in January 2009.

and the record and beneficial owners of such Equity Interests.<sup>6</sup> Also set forth on Schedule 3 is each Investment of the Borrower and any Subsidiary that represents 50% or less of the Equity Interests of the Person in which such Investment was made.

6. Debt Instruments. Attached hereto as Schedule 4 is a true and correct list of all promissory notes and other evidence of Indebtedness held the Borrower and each other Loan Party that are required to be pledged under the Security Agreement, including all intercompany notes between Loan Parties.

7. Mortgage Filings. Attached hereto as Schedule 5 is a schedule setting forth, with respect to each Mortgaged Property, (a) the exact name of the Person that owns such property as such name appears in its certificate of incorporation or other organizational document, (b) if different from the name identified pursuant to clause (a), the exact name of the current mortgagor/grantor of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (c) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Administrative Agent to obtain a perfected security interest therein.

8. Intellectual Property. (a) Attached hereto as Schedule 6(A) in proper form for filing with the United States Patent and Trademark Office (the "USPTO") is a schedule setting forth all of each Grantor's: (i) Patents and Patent Applications, including the name of the registered owner, type, registration or application number and the issue date (if already registered) of each Patent and Patent Application owned by any Grantor and (ii) Trademarks and Trademark Applications filed with the USPTO<sup>7</sup>, including the name of the registered owner, the registration or application number and the issue date (if already registered) of each Trademark and Trademark application owned by any Grantor.

(b) Attached hereto as Schedule 6(B) in proper form for filing with the United States Copyright Office (the "USCO") is a schedule setting forth all of each Grantor's Copyrights and Copyright Applications filed with the USCO, including the name of the registered owner, title, the registration number or application number and the registration date (if already registered) of each Copyright or Copyright Application owned by any Grantor.

9. Investment Related Property. Attached hereto as Schedule 7 is a schedule setting forth, with respect to each Grantor, all of such Grantor's securities, Securities Accounts, Deposit Accounts and instruments and the additional information required to be set forth with respect thereto.

10. Commercial Tort Claims. Attached hereto as Schedule 8 is a schedule setting forth, with respect to each Grantor, all of such Grantor's commercial tort claims with a value, as reasonably determined by such Grantor, of \$1,000,000 or in excess thereof.

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<sup>6</sup> Schedule 3 does not include the Equity Interests of entities specifically created to facilitate the Transactions that will no longer exist upon the completion of the Transactions.

<sup>7</sup> The Company has a significant number of additional trademarks filed with states. These are not reflected in Schedule 6(A).

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on the date first written above.

**STATION CASINOS, INC.,**  
a Nevada corporation,  
as Borrower

By:

---

Name: Thomas M. Friel  
Title: Chief Accounting Officer

By:

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Name: Richard J. Haskins  
Title: General Counsel

Schedule I  
to Perfection Certificate

Change of Grantor Identity/Corporate Structure

Concurrently with the consummation of the Transactions, (x) Fiesta Station Holdings, LLC was merged with and into Fiesta Station, Inc. and (y) Lake Mead Station Holdings, LLC was merged with and into Lake Mead Station, Inc. (such mergers collectively, the “Concurrent Mergers”; Fiesta Station Holdings, LLC and Lake Mead Station Holdings, LLC together, the “Concurrently Merging Companies”). The following table sets for the jurisdiction of organization, the Organizational Identification Numbers, and Federal Taxpayer ID Numbers for the Concurrently Merging Companies:

Company	Jurisdiction	Organizational ID No.	Federal Taxpayer ID No
Fiesta Station Holdings, LLC	Nevada	LLC10973-2000	88-0484206
Lake Mead Station Holdings, LLC	Nevada	LLC11559-2000	88-0484208

Prior to the Concurrent Mergers, the chief executive office of each of the Concurrently Merging Companies was 1505 South Pavilion Center Drive, Las Vegas, Nevada 89135, which is located in Clark County.

UCC Filing Offices

<b>Grantor</b>	<b>Filing Type</b>	<b>Filing Office</b>
Station Casinos, Inc.	Uniform Commercial Code	Nevada Secretary of State
Fertitta Partners, LLC	Uniform Commercial Code	Nevada Secretary of State
FCP Holding, Inc.	Uniform Commercial Code	Nevada Secretary of State
FCP VoteCo, LLC	Uniform Commercial Code	Nevada Secretary of State
Aliante Station, LLC	Uniform Commercial Code	Nevada Secretary of State
Boulder Station, Inc.	Uniform Commercial Code	Nevada Secretary of State
	Fixture Filing	Clark County Recorder's Office
Charleston Station, LLC	Uniform Commercial Code	Nevada Secretary of State
	Fixture Filing	Clark County Recorder's Office
Fiesta Station, Inc.	Uniform Commercial Code	Nevada Secretary of State
	Fixture Filing	Clark County Recorder's Office
Gold Rush Station, LLC	Uniform Commercial Code	Nevada Secretary of State
	Fixture Filing	Clark County Recorder's Office
Green Valley Station, Inc.	Uniform Commercial Code	Nevada Secretary of State
GV Ranch Station, Inc.	Uniform Commercial Code	Nevada Secretary of State
Lake Mead Station, Inc.	Uniform Commercial Code	Nevada Secretary of State
	Fixture Filing	Clark County Recorder's Office
Magic Star Station, LLC	Uniform Commercial Code	Nevada Secretary of State
Palace Station Hotel & Casino, Inc.	Uniform Commercial Code	Nevada Secretary of State
	Fixture Filing	Clark County Recorder's Office
Palms Station, LLC	Uniform Commercial Code	Nevada Secretary of State
Rancho Station, LLC	Uniform Commercial Code	Nevada Secretary of State
Santa Fe Station, Inc.	Uniform Commercial Code	Nevada Secretary of State
	Fixture Filing	Clark County Recorder's Office
Station Holdings, Inc.	Uniform Commercial Code	Nevada Secretary of State
Sunset Station, Inc.	Uniform Commercial Code	Nevada Secretary of State
	Fixture Filing	Clark County Recorder's Office
Texas Station, LLC	Uniform Commercial Code	Nevada Secretary of State
	Fixture Filing	Clark County Recorder's Office
Tropicana Station, Inc.	Uniform Commercial Code	Nevada Secretary of State
Chico Land Acquisitions, LLC	Uniform Commercial Code	California Secretary of State
Fresno Land Acquisitions, LLC	Uniform Commercial Code	California Secretary of State
Madera Property Management, LLC	Uniform Commercial Code	California Secretary of State
SC Butte Development, LLC	Uniform Commercial Code	California Secretary of State
SC Butte Management, LLC	Uniform Commercial Code	California Secretary of State
SC Madera Development, LLC	Uniform Commercial Code	California Secretary of State
SC Madera Management, LLC	Uniform Commercial Code	California Secretary of State
SC Sonoma Development, LLC	Uniform Commercial Code	California Secretary of State
SC Sonoma Management, LLC	Uniform Commercial Code	California Secretary of State
Sonoma Land Holdings, LLC	Uniform Commercial Code	California Secretary of State
Station California, LLC	Uniform Commercial Code	California Secretary of State
Station Development, LLC	Uniform Commercial Code	California Secretary of State

Issued and Outstanding Equity Interests in Borrower and Subsidiaries

Grantor	Entity Type	Jurisdiction	Portion of Equity Interests of Grantor	Certificate Number	Owner of Equity Interests
Station Casinos, Inc.	Corporation	Nevada	75.94% of non-voting stock	1	FCP Holding, Inc.
Station Casinos, Inc.	Corporation	Nevada	24.06% of non-voting stock	2 and 3	Fertitta Partners LLC
Station Casinos, Inc.	Corporation	Nevada	100% of common stock	1	FCP VoteCo, LLC
Aliante Station, LLC	LLC	Nevada	100%	1	Station Casinos, Inc.
Auburn Development, LLC	LLC	California	100%	N/A	Station Casinos, Inc.
Boulder Station, Inc.	Corporation	Nevada	100% (1,000 shares)	1*	Station Casinos, Inc.
Carey Station Holdings, LLC	LLC	Nevada	100%	N/A	Station Casinos, Inc.
Carson City Acquisitions, LLC	LLC	Nevada	100%	N/A	Station Casinos, Inc.
Centerline Holdings, LLC	LLC	Nevada	100%	2	Station Casinos, Inc.
Charleston Station, LLC	LLC	Nevada	100%	1*	Station Casinos, Inc.
Chico Land Acquisitions, LLC	LLC	California	100%	--	Station Casinos, Inc.
Durango Station, Inc.	Corporation	Nevada	100% (1,000 shares)	1*	Station Casinos, Inc.
FCP MezzCo Borrower I, LLC	LLC	Delaware	100%	1	FCP MezzCo Borrower II, LLC
FCP MezzCo Borrower II, LLC	LLC	Delaware	100%	1	FCP MezzCo Borrower III, LLC
FCP MezzCo Borrower III, LLC	LLC	Delaware	100%	1	FCP MezzCo Borrower IV, LLC
FCP MezzCo Borrower IV, LLC	LLC	Delaware	100%	--	FCP MezzCo Borrower V, LLC
FCP MezzCo Borrower V, LLC	LLC	Delaware	100%	--	FCP MezzCo Borrower VI, LLC
FCP MezzCo Borrower VI, LLC	LLC	Delaware	100%	--	FCP MezzCo Borrower VII, LLC
FCP MezzCo Borrower VII, LLC	LLC	Delaware	100%	--	FCP MezzCo Parent Sub, LLC
FCP MezzCo Parent, LLC	LLC	Delaware	100%	1	Station Casinos, Inc. <sup>8</sup>
FCP PropCo, LLC	LLC	Delaware	100%	--	FCP MezzCo Borrower I, LLC
Fiesta Station Holdings, LLC	LLC	Nevada	100%	1*	Station Holdings, Inc.

<sup>8</sup> Station Casinos, Inc. will own all of the Equity Interests of FCP MezzCo Parent, LLC as of the completion of the Transactions. Prior to the consummation of the Transactions, FCP NewCo, LLC will own all such Equity Interests.



Grantor	Entity Type	Jurisdiction	Portion of Equity Interests of Grantor	Certificate Number	Owner of Equity Interests
Fiesta Station, Inc.	Corporation	Nevada	100% (1,000 shares)	2*	Station Casinos, Inc.
Fresno Land Acquisitions, LLC	LLC	California	100%	--	Station Casinos, Inc.
Geyserville Vineyard Holdings, LLC	LLC	California	100%	N/A	Station Casinos, Inc.
Gold Rush Station, LLC	LLC	Nevada	100%	1*	Station Casinos, Inc.
Green Valley Station, Inc.	Corporation	Nevada	100% (100 shares)	1*	Station Casinos, Inc.
GV Ranch Station Capital Holdings, LLC	LLC	Nevada	100%	N/A	GV Ranch Station, Inc.
GV Ranch Station, Inc.	Corporation	Nevada	100% (1,000 shares)	2*	Station Casinos, Inc.
Inspirada Station, LLC	LLC	Nevada	100%	N/A	Station Casinos, Inc.
Lake Mead Station Holdings, LLC	LLC	Nevada	100%	1*	Station Holdings, Inc.
Lake Mead Station, Inc.	Corporation	Nevada	100% (1,000 shares)	2*	Station Casinos, Inc.
LML Station, LLC	LLC	Nevada	100%	1	Station Casinos, Inc.
LV Property Holdings, LLC	LLC	Nevada	100%	N/A	Station Casinos, Inc.
Madera Property Management, LLC	LLC	California	100%	--	Station Casinos, Inc.
Magic Star Station, LLC	LLC	Nevada	100%	1*	Station Casinos, Inc.
Northern NV Acquisitions, LLC	LLC	Nevada	100%	1	Station Casinos, Inc.
Palace Station Hotel & Casino, Inc.	Corporation	Nevada	100% (1,000 shares)	2*	Station Casinos, Inc.
Palms Station, LLC	LLC	Nevada	100%	2*	Station Casinos, Inc.
Past Enterprises, Inc.	Corporation	Arizona	100% (1,000 shares common stock)	C2	Station Casinos, Inc.
Rancho Station, LLC	LLC	Nevada	100%	1*	Station Casinos, Inc.
Reno Land Holdings, LLC	LLC	Nevada	100%	N/A	Station Casinos, Inc.
River Central, LLC	LLC	Nevada	100%	N/A	Station Casinos, Inc.
Sahara West Investments, LLC	LLC	Nevada	100%	N/A	Station Casinos, Inc.
Santa Fe Station, Inc.	Corporation	Nevada	100% (1,000 shares)	1*	Station Casinos, Inc.
SC Butte Development, LLC	LLC	California	100%	--	Station Casinos, Inc.
SC Butte Management, LLC	LLC	California	100%	--	Station Casinos, Inc.
SC Madera Development, LLC	LLC	California	100%	--	Station Casinos, Inc.
SC Madera Management, LLC	LLC	California	100%	--	Station Casinos, Inc.

Grantor	Entity Type	Jurisdiction	Portion of Equity Interests of Grantor	Certificate Number	Owner of Equity Interests
SC Michigan, LLC	LLC	Nevada	100%	N/A	Station Casinos, Inc.
SC Rancho Development, LLC	LLC	Nevada	100%	N/A	Station Casinos, Inc.
SC Sonoma Development, LLC	LLC	California	100%	--	Station Casinos, Inc.
SC Sonoma Management, LLC	LLC	California	100%	--	Station Casinos, Inc.
Sonoma Land Acquisition Company, LLC	LLC	California	100%	N/A	Station Casinos, Inc.
Sonoma Land Holdings, LLC	LLC	California	100%	--	Station Casinos, Inc.
Station California, LLC	LLC	California	100%	--	Station Casinos, Inc.
Station Construction, LLC	LLC	Nevada	100%	N/A	Station Casinos, Inc.
Station Development, LLC	LLC	California	100%	--	Station Casinos, Inc.
Station Holdings, Inc.	Corporation	Nevada	100% (1,000 shares)	2*	Station Casinos, Inc.
Station HQ, LLC	LLC	Nevada	100%	N/A	Station Casinos, Inc.
STN Aviation, Inc.	Corporation	Nevada	100% (1,000 shares)	1	Station Casinos, Inc.
Sunset Station, Inc.	Corporation	Nevada	100% (100 shares)	1*	Station Casinos, Inc.
Texas Station, LLC	LLC	Nevada	100%	1*	Station Casinos, Inc.
Town Center Station, LLC	LLC	Nevada	100%	2*	Station Holdings, Inc.
Tropicana Acquisitions, LLC	LLC	Nevada	100%	1	Station Casinos, Inc.
Tropicana Station, Inc.	Corporation	Nevada	100% (1,000 shares)	2*	Station Casinos, Inc.
Tropicana Station, LLC	LLC	Nevada	100%	1	Station Casinos, Inc.
Vista Holdings, LLC	LLC	Nevada	100%	1*	Station Casinos, Inc.
Your Move, Inc.	Corporation	Nevada	75% (792,000 shares)	1	Station Casinos, Inc.

\* Certificates have previously been pledged and delivered to Bank of America, at 300 South Fourth Street, 2<sup>nd</sup> Floor, Las Vegas, Nevada 89101 and at 300 Ellinwood Way, Suite 160, Pleasant Hill, California 94523.

Investments of Borrower and Subsidiaries

Investee	Entity Type	Jurisdiction	Portion of Equity Interests of Grantor	Certificate Number	Owner of Equity Interests
Aliante Holding, LLC	LLC	Nevada	50%	N/A	Aliante Station, LLC
DEQ Systems Corp	Corporation	Canada	1.69% (900,000 units)	900	Station Casinos, Inc.
Fiesta Palms, LLC	LLC	Nevada	6.69%	N/A	Palms Station, LLC
Green Valley Ranch Gaming, LLC	LLC	Nevada	50%	N/A	GV Ranch Station, Inc.
Greens Caf�, LLC	LLC	Nevada	50%	N/A	Green Valley Station, Inc.
Rancho Road LLC	LLC	Nevada	50%	N/A	SC Rancho Development, LLC
Sunset GV, LLC	LLC	Nevada	50%	N/A	Green Valley Station, Inc.
Town Center Amusements, Inc., a Nevada Limited Liability Company	LLC	Nevada	50%	N/A	Green Valley Station, Inc.

Promissory Notes and Other Evidence of Indebtedness

None.

Mortgaged Property

1. Santa Fe Station:
  - a. Santa Fe Station, Inc.
  - b. *Same*
  - c. Clark County Recorder's Office (Clark County, Nevada)
2. Texas Station (lease):
  - a. Texas Station, LLC
  - b. *Same*
  - c. Clark County Recorder's Office (Clark County, Nevada)
3. Fiesta Henderson:
  - a. Lake Mead Station, Inc. (as successor by merger to Lake Mead Station Holdings, LLC)
  - b. Lake Mead Station Holdings, LLC, until the recordation of the certificate of merger with the recorder's office. Thereafter, Lake Mead Station, Inc.
  - c. Clark County Recorder's Office (Clark County, Nevada)
4. Fiesta Rancho:
  - a. Fiesta Station, Inc. (as successor by merger to Fiesta Station Holdings, LLC)
  - b. Fiesta Station Holdings, LLC, until the recordation of the certificate of merger with the recorder's office. Thereafter, Fiesta Station, Inc.
  - c. Clark County Recorder's Office (Clark County, Nevada)

Patents

Registered Owner	Registration Number	Patent Name	Issue Date
Station Casinos, Inc.	6,302,793	Multi-property player tracking system	October 16, 2001
Station Casinos, Inc.	6,672,589	Player tracking system for gaming tables	January 6, 2004
Station Casinos, Inc.	7,018,291	Player tracking system for gaming tables	March 28, 2006
Station Casinos, Inc.	6,874,786	Blackjack Game with Side Wager on Displayed Cards	April 5, 2005

Patent Applications

Registered Owner	Application Number	Patent Name	Application Date
Station Casinos, Inc.	09939233	Paging System And Location Verification For Remote Access To Wagering Systems	August 24, 2001
Station Casinos, Inc.	09985175	Method And System For Remote Gaming	April 8, 2002
Station Casinos, Inc.	09833448	Method And System For Broadcast And Control Of A Remotely Located Wagering Device	April 12, 2001
Station Casinos, Inc.	11820686	Patent Application For Baccarat Variation	June 20, 2007
Station Casinos, Inc.	60244832	Method And Apparatus For Live Broadcast And Remote Wagering On A Gaming Machine	November 1, 2000

Trademarks

Registered Owner	Registration Number	Mark	Registration Date
Station Casinos, Inc.	1479936	PALACE STATION	March 8, 1988
Station Casinos, Inc.	1480097	PALACE STATION	March 8, 1988
Station Casinos, Inc.	1483923	FISHERMANS BROILER	April 5, 1988
Station Casinos, Inc.	1484814	FISHERMANS BROILER	April 12, 1988
Station Casinos, Inc.	1491647	PALACE STATION	June 7, 1988
Station Casinos, Inc.	1494471	PALACE STATION HOTEL-CASINO	April 5, 1988
Station Casinos, Inc.	1494589	PALACE STATION HOTEL-CASINO	July 17, 1988
Station Casinos, Inc.	1494641	PALACE STATION HOTEL-CASINO	April 5, 1988
Station Casinos, Inc.	1565241	THE ACTION BUFFET	November 7, 1989
Station Casinos, Inc.	1634451	KENOMANIA	February 5, 1991
Station Casinos, Inc.	1634452	REVERSIBLE ROYALS	February 5, 1991
Station Casinos, Inc.	1634453	BOULDER STATION	February 5, 1991
Station Casinos, Inc.	1634536	PASTA PALACE	February 5, 1991
Station Casinos, Inc.	1653993	THE MIDNIGHT FEAST	February 5, 1991
Station Casinos, Inc.	1661178	THE FEAST	August 2, 1990
Station Casinos, Inc.	1661188	BOULDER STATION	October 15, 1991
Station Casinos, Inc.	1788560	TRIPLE PAY DEUCES WILD POKER	October 15, 1991
Station Casinos, Inc.	1788563	ROYAL COURT	August 17, 1993
Station Casinos, Inc.	1788564	JOKERS GONE WILD	August 17, 1993
Station Casinos, Inc.	1850941	CAR-A-DAY IN MAY GIVEAWAY	August 17, 1993
Station Casinos, Inc.	1863360	STATION CASINOS	August 23, 1994
Station Casinos, Inc.	1864405	STATION CASINOS	November 15, 1994
Station Casinos, Inc.	1920433	THE FEAST	November 22, 2004
Station Casinos, Inc.	1996778	[Design only]	September 19, 1995
Station Casinos, Inc.	2040709	SPORTS ON THE RUN	August 27, 1996
Station Casinos, Inc.	2040710	THE ROYAL FLUSH CAPITAL OF THE WORLD!	February 25, 1997
Station Casinos, Inc.	2046546	EVERYBODY NEEDS SOME TEXAS!	February 25, 1997
Station Casinos, Inc.	2053006	WILD WILD WEST	March 18, 1997
Station Casinos, Inc.	2053007	WILD WILD WEST	April 15, 1997
Station Casinos, Inc.	2083905	BOARDING PASS	April 15, 1997
Station Casinos, Inc.	2085185	CAR-A-DAY	July 29, 1997
			August 5, 1997

Registered Owner	Registration Number	Mark	Registration Date
Station Casinos, Inc.	2085735	TEXAS STATION	August 5, 1997
Station Casinos, Inc.	2087587	SUNSET STATION	August 12, 1997
Station Casinos, Inc.	2097143	TEXAS STATION GAMBLING HALL & HOTEL	September 16, 1997
Station Casinos, Inc.	2106796	SUNSET STATION	October 21, 1997
Station Casinos, Inc.	2121064	TEXAS STATION GAMBLING HALL & HOTEL	December 16, 1997
Station Casinos, Inc.	2129911	TEXAS STATION	January 20, 1998
Station Casinos, Inc.	2145819	BARLEY'S CASINO & BREWING COMPANY	August 23, 1996
Station Casinos, Inc.	2168341	FEAST AROUND THE WORLD	June 23, 1998
Station Casinos, Inc.	2184884	COSTA DEL SOL	August 25, 1998
Station Casinos, Inc.	2207672	GAUDI BAR	December 1, 1998
Station Casinos, Inc.	2207916	FESTIVAL THE ULTIMATE BUFFET ADVENTURE	December 8, 1998
Station Casinos, Inc.	2224338	STATION CASINOS	February 16, 1999
Station Casinos, Inc.	2234239	FIESTA	March 23, 1999
Station Casinos, Inc.	2253168	BARLEYS	June 15, 1999
Station Casinos, Inc.	2266731	THE GREAT GIVEAWAY	May 11, 1999
Station Casinos, Inc.	2360645	SOUTH BEACH	November 3, 1998
Station Casinos, Inc.	2421330	THE OFFICIAL ROYAL FLUSH CAPITAL OF THE WORLD	January 16, 2001
Station Casinos, Inc.	2433618	MARCH IN DRIVE OUT	March 6, 2001
Station Casinos, Inc.	2479854	ONE CARD DOES IT ALL!	August 21, 2001
Station Casinos, Inc.	2568347	SANTA FE STATION	May 7, 2002
Station Casinos, Inc.	2568881	COME TO PLAY. PLAN TO STAY!	May 14, 2002
Station Casinos, Inc.	2579020	CABO	June 11, 2002
Station Casinos, Inc.	2592683	SANTA FE STATION	July 9, 2002
Station Casinos, Inc.	2617317	BOARDING PASS REWARDS	September 10, 2002
Station Casinos, Inc.	2622668	COME TO PLAY. PLAN TO STAY!	September 24, 2002
Station Casinos, Inc.	2647760	FIESTA	November 12, 2002
Station Casinos, Inc.	2647767	FIESTA	November 12, 2002
Station Casinos, Inc.	2647768	FIESTA	November 12, 2002
Station Casinos, Inc.	2660649	XTRA "PLAY CASH"	November 12, 2002
Station Casinos, Inc.	2661120	FIESTA	December 10, 2002
Station Casinos, Inc.	2661121	FIESTA	December 17, 2002
Station Casinos, Inc.	2746368	FOOTBALL FRENZY	December 17, 2002
			August 5, 2003



Registered Owner	Registration Number	Mark	Registration Date
Station Casinos, Inc.	2746827	RAINING REWARDS	August 5, 2003
Station Casinos, Inc.	2746828	BOUNCE BACK BONUS!	August 5, 2003
Station Casinos, Inc.	2769058	GRANDE BINGO	September 30, 2003
Station Casinos, Inc.	2785395	VIVA CASINO	November 25, 2003
Station Casinos, Inc.	2793353	SUNSET STATION	December 16, 2003
Station Casinos, Inc.	2793354	SUNSET STATION	December 16, 2003
Station Casinos, Inc.	2825399	FIESTA	March 23, 2004
Station Casinos, Inc.	2827502	WIN WITHOUT WINNING	March 30, 2004
Station Casinos, Inc.	2845193	RED ROCK STATION	May 25, 2004
Station Casinos, Inc.	2848825	JUMBO BINGO	June 1, 2004
Station Casinos, Inc.	2849987	FIESTA	June 8, 2004
Station Casinos, Inc.	2851133	DURANGO STATION	June 8, 2004
Station Casinos, Inc.	2889937	JUMBO PENNY	September 28, 2004
Station Casinos, Inc.	2901067	LOCALS FAVORITE	November 9, 2004
Station Casinos, Inc.	2901942	PLAY CASH	November 9, 2004
Station Casinos, Inc.	2915716	FALLS BAR	January 4, 2005
Station Casinos, Inc.	2918552	CHINA SPICE	January 18, 2005
Station Casinos, Inc.	2927333	ALWAYS YOUR BEST BET	February 22, 2005
Station Casinos, Inc.	2931043	RED ROCK STATION	March 8, 2005
Station Casinos, Inc.	2948392	PERSONAL PROGRESSIVE	May 10, 2005
Station Casinos, Inc.	2976428	RED ROCK STATION	July 26, 2005
Station Casinos, Inc.	3001950	JUMBO HOLD 'EM POKER PROGRESSIVE	September 27, 2005
Station Casinos, Inc.	3023414	SUSHI+SAKE	December 6, 2005
Station Casinos, Inc.	3029595	STATION REWARDS	December 13, 2005
Station Casinos, Inc.	3029709	JUMBO KENO	December 13, 2005
Station Casinos, Inc.	3034960	WILDFIRE CASINO	December 27, 2005
Station Casinos, Inc.	3053536	JUMBO JACKPOT BOARDING PASS BONUS	January 31, 2006
Station Casinos, Inc.	3057294	CHINA SPICE	February 7, 2006
Station Casinos, Inc.	3076981	RED ROCK STATION	April 4, 2006
Station Casinos, Inc.	3080981	SUSHI + SAKE	April 11, 2006
Station Casinos, Inc.	3149992	TERRA ROSSA	September 26, 2006
Station Casinos, Inc.	3166130	VIVA	October 31, 2006
Station Casinos, Inc.	3200378	WILDFIRE CASINO	January 23, 2007

Registered Owner	Registration Number	Mark	Registration Date
Station Casinos, Inc.	3204545	LUCKY BAR	January 30, 2007
Station Casinos, Inc.	3267998	JUMBO RACE JACKPOT	July 24, 2007
Station Casinos, Inc.	3276785	TIDES	August 7, 2007
Station Casinos, Inc.	3290343	TURF GRILL	September 11, 2007
Station Casinos, Inc.	3298840	RED ROCK SPA	September 25, 2007

Trademark Applications

Registered Owner	Registration Number	Mark	Filing Date
Station Casinos, Inc.	75/804186	FIESTA	September 16, 1999
Station Casinos, Inc.	76/507135	JUMBO BLACKJACK	April 17, 2003
Station Casinos, Inc.	76/590481	CHARCOAL ROOM	May 5, 2004
Station Casinos, Inc.	77/030383	DETOX AND RETOX	October 26, 2006
Station Casinos, Inc.	77/030411	DETOX AND RETOX	October 26, 2006
Station Casinos, Inc.	77/030448	DETOX AND RETOX	October 26, 2006
Station Casinos, Inc.	77/077660	A3	January 7, 2007
Station Casinos, Inc.	77/096818	QUINN'S	February 1, 2007
Station Casinos, Inc.	77/146812	VIVA	April 2, 2007
Station Casinos, Inc.	77/146847	BONUS HARDWAYS	April 2, 2007
Station Casinos, Inc.	77/153571	LAST MAN STANDING	April 10, 2007
Station Casinos, Inc.	77/154612	RED ROCK	April 11, 2007
Station Casinos, Inc.	77/154672	FEAST BUFFET	April 12, 2007
Station Casinos, Inc.	77/155737	RED ROCK SPA ESSENTIELS	April 12, 2007
Station Casinos, Inc.	77/164786	TRI DOWN	April 24, 2007
Station Casinos, Inc.	77/164791	QUAD DOWN	April 24, 2007
Station Casinos, Inc.	77/164794	4949	April 24, 2007
Station Casinos, Inc.	77/166912	TRIPLE DOWN	April 24, 2007
Station Casinos, Inc.	77/166926	RED ROCK LANES	April 26, 2007
Station Casinos, Inc.	77/169324	O VATION	April 26, 2007
Station Casinos, Inc.	77/170824	JUMBO POKER	April 30, 2007
Station Casinos, Inc.	77/170835	JUMBO PLAY	May 2, 2007
Station Casinos, Inc.	77/179614	FEAST BUFFET	May 2, 2007
Station Casinos, Inc.	77/179706	JUMBO HOLD 'EM POKER PROGRESSIVE	May 12, 2007
Station Casinos, Inc.	77/191124	FERTITTA	May 13, 2007
Station Casinos, Inc.	77/191220	BIG 3 BINGO	May 25, 2007
Station Casinos, Inc.	77/225737	PLUNGE	May 26, 2007
Station Casinos, Inc.	77/227466	POINT. CLICK. CHILL...	July 10, 2007
Station Casinos, Inc.	77/227486	POINT. CLICK. CHILL...	July 11, 2007
Station Casinos, Inc.	77/229994	VIVA CASINO	July 11, 2007
Station Casinos, Inc.	77/230003	GREEN VALLEY RANCH	July 15, 2007

Registered Owner	Registration Number	Mark	Filing Date
Station Casinos, Inc.	77/230010	\$100,000 BONUS COUNTDOWN COVERALL	July 15, 2007
Station Casinos, Inc.	77/242439	VIVA RESORT SPA CASINO	July 30, 2007
Station Casinos, Inc.	77/247128	TERRA VERDE	August 3, 2007
Station Casinos, Inc.	77/297771	SAND BAR	October 5, 2007
Station Casinos, Inc.	77/297783	SANDBAR RED ROCK RESORT	October 5, 2007
Station Casinos, Inc.	77/308938	THE SPA AT RED ROCK	October 19, 2007
Station Casinos, Inc.	78/370864	DURANGO STATION	February 19, 2004
Station Casinos, Inc.	78/377279	DURANGO STATION	March 2, 2004
Station Casinos, Inc.	78/485105	RED ROCK CASINO, RESORT & SPA	September 16, 2004
Station Casinos, Inc.	78/485106	RED ROCK	September 16, 2004
Station Casinos, Inc.	78/530783	JUMBO RACE CASH BONUS	December 10, 2004
Station Casinos, Inc.	78/566096	LUXE VEGAS	February 11, 2005
Station Casinos, Inc.	78/594873 <sup>9</sup>	MO' ROCKKAN	March, 24, 2005
Station Casinos, Inc.	78/616285	VIVA	April 25, 2005
Station Casinos, Inc.	78/631889	DICE ROOM	May 17, 2005
Station Casinos, Inc.	78/640165	VIVA	August 26, 2005
Station Casinos, Inc.	78/640569	VIVA	May 31, 2005
Station Casinos, Inc.	78/640577	VIVA	May 31, 2005
Station Casinos, Inc.	78/640590	VIVA	May 31, 2005
Station Casinos, Inc.	78/640592	VIVA	May 31, 2005
Station Casinos, Inc.	78/640598	VIVA CASINO	May 31, 2005
Station Casinos, Inc.	78/640601	VIVA CASINO	May 31, 2005
Station Casinos, Inc.	78/640607	VIVA CASINO	May 31, 2005
Station Casinos, Inc.	78/640612	VIVA CASINO	July 14, 2006
Station Casinos, Inc.	78/640616	VIVA CASINO	May 31, 2005
Station Casinos, Inc.	78/640620	VIVA RESORT SPA CASINO	May 31, 2005
Station Casinos, Inc.	78/640623	VIVA RESORT SPA CASINO	May 31, 2005
Station Casinos, Inc.	78/640627	VIVA RESORT SPA CASINO	May 31, 2005
Station Casinos, Inc.	78/640634	VIVA RESORT SPA CASINO	July 14, 2006
Station Casinos, Inc.	78/640638	VIVA RESORT SPA CASINO	May 31, 2005

<sup>9</sup> The trademark application was inadvertently abandoned. A petition was filed with the USPTO on July 25, 2006 to revive it.

Registered Owner	Registration Number	Mark	Filing Date
Station Casinos, Inc.	78/640642	VIVA STATION	May 31, 2005
Station Casinos, Inc.	78/640646	VIVA STATION	May 31, 2005
Station Casinos, Inc.	78/640649	VIVA STATION	May 31, 2005
Station Casinos, Inc.	78/640652	VIVA STATION	May 31, 2005
Station Casinos, Inc.	78/640654	VIVA STATION	May 31, 2005
Station Casinos, Inc.	78/640657	VIVA STATION	May 31, 2005
Station Casinos, Inc.	78/642656	ONYX	June 2, 2005
Station Casinos, Inc.	78/679109	SIP	July 26, 2005
Station Casinos, Inc.	78/701741	T BONES	August 26, 2005
Station Casinos, Inc.	78/737539	VIVA LAS VEGAS	October 20, 2005
Station Casinos, Inc.	78/817472	RED ROCK	February 17, 2006
Station Casinos, Inc.	78/817475	RED ROCK	February 17, 2006
Station Casinos, Inc.	78/872675	ROCKS LOUNGE	April 28, 2006
Station Casinos, Inc.	78/874755	ROCKSLOUNGE	May 2, 2006
Station Casinos, Inc.	78/872680	HACHI	April 28, 2006
Station Casinos, Inc.	78/882978	KENO-TO-GO	May 12, 2006
Station Casinos, Inc.	78/929225	SUMMIT SIERRA STATION	July 13, 2006
Station Casinos, Inc.	78/929236	SUMMIT SIERRA STATION	July 13, 2006
Station Casinos, Inc.	78/929255	SUMMIT SIERRA STATION	July 13, 2006
Station Casinos, Inc.	78/929284	SUMMIT SIERRA STATION	July 13, 2006
Station Casinos, Inc.	78/929291	SUMMIT SIERRA STATION	July 13, 2006
Station Casinos, Inc.	78/929295	SUMMIT SIERRA STATION	July 13, 2006
Station Casinos, Inc.	78/929618	SIERRA STATION	July 14, 2006
Station Casinos, Inc.	78/929647	SIERRA STATION	July 14, 2006
Station Casinos, Inc.	78/929657	SIERRA STATION	July 14, 2006
Station Casinos, Inc.	78/929659	SIERRA STATION	July 14, 2006
Station Casinos, Inc.	78/929680	SIERRA STATION	July 14, 2006
Station Casinos, Inc.	78/929684	SIERRA STATION	July 14, 2006
Station Casinos, Inc.	78/929720	MOUNT ROSE STATION	July 14, 2006
Station Casinos, Inc.	78/929739	MOUNT ROSE STATION	July 14, 2006
Station Casinos, Inc.	78/929744	MOUNT ROSE STATION	July 14, 2006
Station Casinos, Inc.	78/929784	MOUNT ROSE STATION	July 14, 2006
Station Casinos, Inc.	78/929792	MOUNT ROSE STATION	July 14, 2006

Registered Owner	Registration Number	Mark	Filing Date
Station Casinos, Inc.	78/929798	MOUNT ROSE STATION	July 14, 2006
Station Casinos, Inc.	78/966621	GREAT HANDS \$10,000 HOLD'EM BONUS CHALLENGE A A J J	September 3, 2006
Station Casinos, Inc.	78/978135	RED ROCK CASINO, RESORT & SPA	September 16, 2004
Station Casinos, Inc.	78/978137	RED ROCK	September 16, 2004
Station Casinos, Inc.	78/978728	LUXE VEGAS	February 11, 2005
Station Casinos, Inc.	78/979011	VIVA	May 31, 2005

Schedule 6(B)  
to Perfection Certificate

Copyrights

Registered Owner	Copyright Number	Title	Issue Date
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (elephant design) & 6 other titles	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (bird design) VA 920-640	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (elephant design) VA 942-631	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (gazelle design) VA 920-639	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (giraffe design) VA 920-638	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (monkey design) VA 925-03	February 7, 2001
Lake Mead Station, Inc.	V3465D116	reserve hotel casino (rhino design) VA 916-126	February 7, 2001
Lake Mead Station, Inc. <sup>10</sup>	V3465D116	Reserve hotel casino / VA 924-006	February 7, 2001
Lake Mead Station, Inc. <sup>11</sup>	V3468D991	Reserve Hotel Casino (elephant design) & 6 other titles	May 4, 2001
Lake Mead Station, Inc. <sup>12</sup>	V3468D991	Reserve Hotel Casino (elephant design) VA 942-631	May 4, 2001
Lake Mead Station, Inc. <sup>13</sup>	V3468D991	Reserve Hotel Casino (giraffe design) VA 920-638	May 4, 2001
Lake Mead Station, Inc. <sup>14</sup>	V3468D991	Reserve Hotel Casino (gazelle design) VA 920-639	May 4, 2001
Lake Mead Station, Inc. <sup>15</sup>	V3468D991	Reserve Hotel Casino (rhino design) VA 916-126	May 4, 2001
Lake Mead Station, Inc. <sup>16</sup>	V3468D991	Reserve Hotel Casino (bird design) VA 920-640	May 4, 2001
Lake Mead Station, Inc. <sup>17</sup>	V3468D991	Reserve Hotel Casino (zebra design) VA 924-006	May 4, 2001
		Reserve Hotel Casino (monkey design) VA 925-603	May 4, 2001

<sup>10</sup> as successor by merger to Lake Mead Station Holdings, LLC

<sup>11</sup> as successor by merger to Lake Mead Station Holdings, LLC

<sup>12</sup> as successor by merger to Lake Mead Station Holdings, LLC

<sup>13</sup> as successor by merger to Lake Mead Station Holdings, LLC

<sup>14</sup> as successor by merger to Lake Mead Station Holdings, LLC

<sup>15</sup> as successor by merger to Lake Mead Station Holdings, LLC

<sup>16</sup> as successor by merger to Lake Mead Station Holdings, LLC

Registered Owner: Stat-o-Casinos Inc.  
 Co. Reg. No.: 0034-24  
 Issue Date: October 23, 1995  
 Title: Stat-o-Casinos Inc.  
 Address: 10000 Westfield Road  
Wilmington, Delaware 19804  
 State: DE

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Stat-o-Casinos Inc. Merger to Lakeland Stat-o-Casinos, L.C.  
 Delaware Stat-o-Casinos, L.C.

Patent Certificate  
 # 3,333,333



Investment Related Property

1. Securities. Set forth below is a list of all equity interests owned by a Grantor together with the type of organization which issued such equity interests (e.g. corporation, limited liability company, partnership or trust):

Schedule 3 is incorporated here by reference.

2. Securities Accounts. Set forth below is a list of all securities accounts in which any Grantor customarily maintains securities or other assets having an aggregate value in excess of \$50,000:

Entity	Account Name	Institution	Account No.
Station Casinos, Inc.	Overnight Investment Account	Banc of America Securities, LLC 600 Montgomery Street San Francisco, CA 94111	220-21342-1-5 DCP

3. Deposit Accounts. Set forth below is a list of all Deposit Accounts in which any Grantor customarily maintains in excess of \$5,000.

Entity	Account Name	Institution	Account No.
State	Depository	Bank of America	99009715
Florida	Depository	State Bank of Florida	1002 62
Hilling, L	Depository	Bank of America	50 422.2
CPV	Depository	Bank of America	010024 6
Florida	Depository	Bank of America	2 5
Florida	Depository	Bank of America	00242 5
Florida	Depository	Bank of America	1 2 3
Florida	Depository	Bank of America	2 6

Set forth below is a list of all Deposit Accounts in which any Grantor customarily maintains in excess of \$5,000.

Bank of America, NV Str 90-614, 00V 1-02 Veg

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Perfection Certificate

Commercial Tort Claims

None.