

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GORDON GAMING CORPORATION		08/01/2007	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STOCKBRIDGE/SBE HOLDINGS, LLC		
<b>Street Address:</b>	3960 HOWARD HUGHES PARKWAY		
<b>Internal Address:</b>	SUITE 820		
<b>City:</b>	LAS VEGAS		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89169		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0824612	SAHARA	
Registration Number:	3222400	SAHARA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)226-4028		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(213) 488-7100		
<b>Email:</b>	kevin.davis@pillsburylaw.com		
<b>Correspondent Name:</b>	MARK R. KENDRICK		
<b>Address Line 1:</b>	PILLSBURY WINTHROP SHAW PITTMAN LLP		
<b>Address Line 2:</b>	725 SOUTH FIGUEROA STREET, SUITE 2800		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90017-5406		
<b>ATTORNEY DOCKET NUMBER:</b>	042927-0000002		
<b>NAME OF SUBMITTER:</b>	MARK R. KENDRICK		

CH \$65.00 0824612

Signature:

/Mark R. Kendrick/

Date:

02/26/2008

**Total Attachments: 5**

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## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made, executed and delivered on August 1, 2007 by Gordon Gaming Corporation, a Nevada corporation ("Seller"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement (as defined below).

### WITNESSETH:

WHEREAS, Seller, and Stockbridge/SBE Holdings, LLC, a Delaware limited liability company ("Buyer"), are parties to that certain Asset Purchase Agreement, dated as of March 2, 2007 (together with all amendments, supplements, modifications, appendices, assignments and addenda thereto, the "Agreement"), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Seller to Buyer of the Purchased Assets other than the Gaming Assets (collectively, the "Non-Gaming Assets"); and

WHEREAS, Buyer and Seller now desire to carry out the intent and purpose of the Agreement by Seller's execution and delivery to Buyer of this instrument evidencing the sale, transfer, conveyance, assignment and delivery to Buyer of the Non-Gaming Assets exclusive of the Excluded Assets (the "Transferred Assets").

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and in the Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Seller does hereby, effective as of the Closing, convey, sell, transfer, grant, assign and deliver unto Buyer and its successors and assigns, forever, all of Seller's right, title and interest in, to and under the Transferred Assets, subject to the Non-Gaming Liabilities and the terms and conditions of the Agreement. It is expressly agreed that the Seller shall retain and Buyer shall not assume the Excluded Assets or the Excluded Liabilities.

From time to time, at Buyer's request and without further consideration, Seller shall execute and deliver to Buyer such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Buyer may reasonably deem necessary in order to more effectively transfer, convey and assign to Buyer, and to confirm or perfect the title of Buyer, or any successor or assignee of Buyer, to the Transferred Assets and to assist Buyer in exercising and protecting all rights with respect thereto.

This Bill of Sale is subject to all of the terms, conditions and limitations set forth in the Agreement. Subject to the representations, warranties and covenants set forth or contemplated in the Agreement, all the Transferred Assets, sold, transferred, assigned and delivered hereunder are being sold, transferred, assigned, conveyed, delegated and delivered to Buyer in an "AS IS, WHERE IS CONDITION AND WITH ALL FAULTS" on the date hereof, subject to all latent and patent defects. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND ANY CERTIFICATES OR OTHER AGREEMENTS DELIVERED PURSUANT TO THE AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE TRANSFERRED ASSETS OR THE NON-GAMING LIABILITIES, INCLUDING AS TO

THEIR PHYSICAL CONDITION, USABILITY, MERCHANTABILITY, PROFITABILITY OR FITNESS FOR ANY PURPOSE.

In the event that any provision of this Bill of Sale is constructed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling.

The internal laws of the State of Nevada applicable to contracts made and wholly performed therein shall govern the validity, construction, performance and effect of this Bill of Sale.

This Bill of Sale shall be binding upon Seller, and inure to the benefit of Buyer, and their respective successors in interest and assigns.

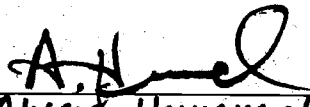
There are no third-party beneficiaries to this Bill of Sale other than Buyer and its successors and assigns.

If any provision of this Bill of Sale shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Bill of Sale shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

[Signature appears on following page.]

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by a duly authorized representative of Seller on the date first above written.

GORDON GAMING CORPORATION,  
a Nevada corporation

By:   
Name: Alvert Hummel  
Title: CEO

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[Signature page to Bill of Sale (Non-Gaming)]

TRADEMARK  
REEL: 003727 FRAME: 0238

SECTION 6.6(a)

TRADEMARK & SERVICE MARK REGISTRATIONS AND APPLICATIONS, ETC.

1. The stylized "Sahara" service mark (US Reg. No. 0824612).
2. The standard character service mark "EZMoney" (US Reg. No. 3033000).
3. The service mark "This Place is Hot" (US Reg. No. 2490701).
4. The service mark "Speed the Ride" (US Reg. No. 2500974).
5. The service mark "Make your Move" (US Reg. No. 2335531).
6. The word mark "SAHARA" (US Serial No. 78876550).
7. The following web domain urls:

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- (a) [www.lasvegassahara.com](http://www.lasvegassahara.com).
  - (b) [www.nascarcafelasvegas.com](http://www.nascarcafelasvegas.com).
  - (c) [www.playsahara.com](http://www.playsahara.com).
  - (d) [www.sahara-lasvegas.com](http://www.sahara-lasvegas.com).
  - (e) [www.sahara-lv.com](http://www.sahara-lv.com).
  - (f) [www.saharacasino.com](http://www.saharacasino.com).
  - (g) [www.saharacasinoandhotel.com](http://www.saharacasinoandhotel.com).
  - (h) [www.saharacasinohotel.com](http://www.saharacasinohotel.com).
  - (i) [www.saharagambling.com](http://www.saharagambling.com).
  - (j) [www.saharagaming.com](http://www.saharagaming.com).
  - (k) [www.saharahotel.com](http://www.saharahotel.com).
  - (l) [www.saharahotelandcasino.com](http://www.saharahotelandcasino.com).
  - (m) [www.saharahotelcasino.com](http://www.saharahotelcasino.com).
  - (n) [www.saharahotelreservations.com](http://www.saharahotelreservations.com).
  - (o) [www.saharalasvegas.com](http://www.saharalasvegas.com).
  - (p) [www.saharalasvegascasino.com](http://www.saharalasvegascasino.com).
  - (q) [www.saharalv.com](http://www.saharalv.com).
  - (r) [www.saharapoker.com](http://www.saharapoker.com).
  - (s) [www.saharareservations.com](http://www.saharareservations.com).
  - (t) [www.saharaslots.com](http://www.saharaslots.com).
  - (u) [www.saharasportsbook.com](http://www.saharasportsbook.com).

D. Item 6 of Section 6.6(a) of the Seller Disclosure Letter is hereby deleted and replaced in its entirety with the following:

6. The word mark "SAHARA" (US Reg. No. 3222400).

E. Section 6.6(b) of the Seller Disclosure Letter is hereby amended to add the following Items thereto:

74. Pursuant to that certain agreement referenced in Item 1(eeeee) of Section 6.2(b) of this Seller Disclosure Letter, National Table Games (NTG) granted Seller a license to use certain of its intellectual property pursuant to the terms and conditions thereof.
75. Pursuant to that certain agreement referenced in Item 1(fffff) of Section 6.2(b) of this Seller Disclosure Letter, Shuffle Master granted Seller a license to use certain of its intellectual property pursuant to the terms and conditions thereof.
76. Pursuant to that certain agreement referenced in Item 1(hhhhh) of Section 6.2(b) of this Seller Disclosure Letter, Aristocrat granted Seller a license to use certain of its intellectual property pursuant to the terms and conditions thereof.
77. Pursuant to that certain agreement referenced in Item 1(iiiii) of Section 6.2(b) of this Seller Disclosure Letter, IGT granted Seller a license to use certain of its intellectual property pursuant to the terms and conditions thereof.
78. Pursuant to that certain agreement referenced in Item 178 of Section 6.5(a) of this Seller Disclosure Letter, each of Saxe and Seller granted the other a license to use certain of such party's intellectual property pursuant to the terms and conditions thereof.
79. Pursuant to that certain Ticket Broker Letter of Agreement Sahara Theater, dated as of June 7, 2007, by and between Seller and Travelscape, LLC, Seller granted Travelscape, LLC a license to use its rights in certain of Saxe's intellectual property pursuant to the terms and conditions thereof.

Any and all references to the Seller Disclosure Letter set forth in the Agreement, the Seller Disclosure Letter or elsewhere, shall be deemed to be references to the Seller Disclosure Letter, as amended and supplemented by this Amendment to Seller Disclosure Letter. Except as amended and supplemented hereby, all of the provisions of the Seller Disclosure Letter shall remain in full force and effect.

[Signature appears on following page.]