

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Treasure Island, LLC		04/29/2009	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Beal Bank Nevada
Street Address:	3763 Howard Hughes
Internal Address:	#100
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89169
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3428377	ELITE SENSATIONAL BED
Registration Number:	3054331	SIRENS OF TI
Registration Number:	3035852	SIRENS OF TI
Registration Number:	3493960	SUITE SENSATIONAL BED
Registration Number:	2917164	TI
Registration Number:	2917163	TI
Registration Number:	2918720	TI TREASURE ISLAND
Registration Number:	2969426	TI TREASURE ISLAND
Registration Number:	3042674	WEDDINGS AT TI
Registration Number:	3230171	WET THE SPA AT TI
Registration Number:	3230193	WET THE SPA AT TI
Serial Number:	78852887	TEQUILA GODDESS
Serial Number:	78888420	THE BUFFET AT TI AMERICA'S FAVORITE DISHES

CH \$690.00 3428377

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**TRADEMARK
 REEL: 003980 FRAME: 0886**

Serial Number:	76572817	TI TREASURE ISLAND
Serial Number:	76572821	TI TREASURE ISLAND
Serial Number:	76572820	TI TREASURE ISLAND
Serial Number:	76572819	TI TREASURE ISLAND
Serial Number:	76571429	TI TREASURE ISLAND
Serial Number:	76571428	TI TREASURE ISLAND
Serial Number:	76571427	TI TREASURE ISLAND
Serial Number:	76571866	TI TREASURE ISLAND
Serial Number:	76571865	TI TREASURE ISLAND
Serial Number:	76571864	TI TREASURE ISLAND
Serial Number:	76571867	TI TREASURE ISLAND
Serial Number:	75136734	TREASURE ISLAND
Serial Number:	77476967	WET THE SALON AT TI
Serial Number:	77476974	WET THE SPA & SALON AT TI

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-788-8523
Email: HWRITM@hunton.com
Correspondent Name: Edward T. White - Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	71160.80
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	05/01/2009

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT
(Treasure Island, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between TREASURE ISLAND, LLC, a Nevada limited liability company (f/k/a Treasure Island Corp., a Nevada corporation) (the "Debtor"), and BEAL BANK NEVADA, a Nevada corporation (the "Secured Party"), acting in its capacity as administrative agent pursuant to that certain Credit Agreement, dated as of April 29, 2009 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), among the Debtor, Ruffin Acquisition, LLC ("Holdings"), each lender from time to time party thereto and the Secured Party.

R E C I T A L S :

Pursuant to the terms of the Pledge and Security Agreement, dated as of April 29, 2009 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Security Agreement") (capitalized terms defined by the Security Agreement wherever used in this Agreement, unless otherwise defined in this Agreement, shall have the meanings specified in the Security Agreement), executed by the Debtor and Holdings in favor of the Secured Party, the Debtor has granted to the Secured Party a lien on and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademark Collateral (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks (as defined below), and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien on and continuing security interest in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Schedule 1 hereof;

(b) all Trademark licenses and other agreements for the grant by or to the Debtor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Schedule 1 hereof; and

(c) all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all Proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and Proceeds of infringement suits).

The lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 29th day of April, 2009.

DEBTOR:

TREASURE ISLAND, LLC

By: 
Name: Phillip G. Ruffin
Title: Manager

SECURED PARTY:

BEAL BANK NEVADA, as Administrative Agent
for the Lenders under the Credit Agreement

By: _____
Name: _____
Title: _____

TRADEMARK SECURITY AGREEMENT DATED AS OF APRIL 29, 2009, EXECUTED BY
TREASURE ISLAND, LLC AND BEAL BANK NEVADA AS ADMINISTRATIVE AGENT

Page 3

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TRADEMARK
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IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 29th day of April, 2009.

DEBTOR:

TREASURE ISLAND, LLC

By: _____
Name: Phillip G. Ruffin
Title: Manager

SECURED PARTY:

BEAL BANK NEVADA, as Administrative Agent
for the Lenders under the Credit Agreement

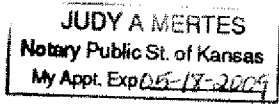
By: _____
Name: J. Andrew Beal
Title: President

CAA
JCB

ACKNOWLEDGMENT

STATE OF Kansas)
)
COUNTY OF Sedgwick)

This instrument was acknowledged before me this 27th day of April, 2009, by Phillip G. Ruffin, as Manager of Treasure Island, LLC, a Nevada limited liability company, on behalf of such limited liability company.

{Seal} 
Kansas

Judy A. Mertes
Notary Public in and for the State of

My commission expires: 05-18-2009

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this _____ day of April, 2009, by _____, as _____ of Beal Bank Nevada, a thrift company organized under the laws of the State of Nevada, on behalf of such thrift company.

{Seal}

My commission expires: _____

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of April, 2009, by Phillip G. Ruffin, as Manager of Treasure Island, LLC, a Nevada limited liability company, on behalf of such limited liability company.

{Seal}

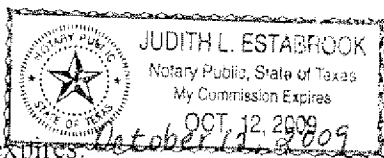
Notary Public in and for the State of

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 28th day of April, 2009, by D. Andrew Beal, as President of Beal Bank Nevada, a thrift company organized under the laws of the State of Nevada, on behalf of such thrift company.

{Seal}



Judith L. Estabrook
Notary Public in and for the State of Texas

My commission expires: October 12, 2009

Schedule 1
to
Trademark Security Agreement

(see attached)

TRADEMARKS

Registered Trademarks

<u>Territory</u>	<u>Trademark (and U.S. Class)</u>	<u>Registration No.</u>	<u>Reg. Date</u>
United States	ELITE SENSATIONAL BED – 20	3428377	13-May-2008
United States	SIRENS OF TI – 41	3054331	31-Jan-2006
United States	SIRENS OF TI – 9	3035852	27-Dec-2005
United States	SUITE SENSATIONAL BED – 20	3493960	26-Aug-2008
United States	TI – 41	2917164	11-Jan-2005
United States	TI (Stylized) – 41	2917163	11-Jan-2005
United States	TI TREASURE ISLAND – 21*	2918720	18-Jan-2005
United States	TI TREASURE ISLAND – 6*	2969426	19-Jul-2005
United States	WEDDINGS AT TI & DESIGN – 45	3042674	10-Jan-2006
United States	WET THE SPA AT TI – 44	3230171	17-Apr-2007
United States	WET THE SPA AT TI (Stylized) – 44	3230193	17-Apr-2007
United Kingdom	TREASURE ISLAND*	2032223	02-Sep-1995
Nevada	TREASURE ISLAND*	TM00270340	14-Mar-1994
Nevada	TREASURE ISLAND*	SM00250106	19-Feb-1992
Nevada	TREASURE ISLAND*	TM00260468	22-Jul-1993
Nevada	TREASURE ISLAND*	TM00260469	22-Jul-1993
Nevada	TREASURE ISLAND*	SM00270342	14-Mar-1994
Nevada	TREASURE ISLAND*	SM00270341	14-Mar-1994
Nevada	TREASURE ISLAND*	SM00220807	06-Jul-1989
Nevada	TREASURE ISLAND*	TM00270339	14-Mar-1994
Nevada	TREASURE ISLAND & DESIGN (Parrot)*	SM00270344	14-Mar-1994
Nevada	TREASURE ISLAND & DESIGN (Parrot)*	SM00270343	14-Mar-1994
Nevada	TREASURE ISLAND AT THE MIRAGE*	TM00270337	14-Mar-1994
Nevada	TREASURE ISLAND AT THE MIRAGE*	SM00270335	14-Mar-1994
Nevada	TREASURE ISLAND AT THE MIRAGE*	SM00270338	14-Mar-1994
Nevada	TREASURE ISLAND AT THE MIRAGE*	TM00270336	14-Mar-1994
Nevada	TREASURE ISLAND AT THE MIRAGE*	SM00270333	14-Mar-1994
Nevada	TREASURE ISLAND AT THE MIRAGE*	SM00270334	14-Mar-1994
Nevada	TREASURE ISLAND AT THE MIRAGE*	SM00270334	14-Mar-1994
Nevada	TANGERINE LOUNGE & NIGHTCLUB	E0319872007-8	02-May-2007

Pending Trademark Applications

<u>Territory</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	TEQUILA GODDESS – 43	78/852887	03-Apr-2006
United States	THE BUFFET AT TI AMERICA'S FAVORITE DISHES & DESIGN – 43	78/888420	20-May-2006
United States	TI TREASURE ISLAND – 18*	76/572817	26-Jan-2004
United States	TI TREASURE ISLAND – 25*	76/572821	23-Jan-2004
United States	TI TREASURE ISLAND – 41*	76/572820	26-Jan-2004
United States	TI TREASURE ISLAND – 43*	76/572819	26-Jan-2004
United States	TI TREASURE ISLAND (Stylized) – 18*	76/571429	16-Jan-2004
United States	TI TREASURE ISLAND (Stylized) – 25*	76/571428	16-Jan-2004
United States	TI TREASURE ISLAND (Stylized) – 43*	76/571427	16-Jan-2004
United States	TI TREASURE ISLAND (Stylized-L) – 21*	76/571866	16-Jan-2004
United States	TI TREASURE ISLAND (Stylized-L) – 25*	76/571865	16-Jan-2004
United States	TI TREASURE ISLAND (Stylized-L) – 41*	76/571864	16-Jan-2004
United States	TI TREASURE ISLAND (Stylized-L) – 6*	76/571867	16-Jan-2004
United States	TREASURE ISLAND (TRADE DRESS DESIGN)*	75/136734	19-Jul-1996
United States	WET THE SPA AT TI – 44	77/476967	16-May-2008
United States	WET THE SPA & SALON AT TI – 44	77/476974	16-May-2008

Trademark Applications In Preparation

<u>Territory</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
NONE				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
United States	TREASURE ISLAND	Prairie Island Indian Community	Treasure Island Corporation	12-Dec-2008	Perpetual

* Trademark application or registration may be subject to express abandonment or cancellation in order to comply with the binding term sheet between Prairie Island Indian Community and Treasure Island dated December 2, 2008. Prairie Island has granted Treasure Island an irrevocable, perpetual, exclusive license to use all TREASURE ISLAND trademarks.