

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK, as Existing Agent		12/01/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	OPBIZ, L.L.C.
Street Address:	3667 Las Vegas Boulevard South
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89109
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	77490159	ELEMENTS
Serial Number:	77140621	HEART CENTER BAR
Serial Number:	77140533	HEART CENTER BAR
Serial Number:	77065450	HEART
Serial Number:	76038636	EBONY HORSE BAR
Serial Number:	76096244	TOWERING PALMS BAR & GRILL
Serial Number:	76038637	CLUB ALADDIN
Serial Number:	76038634	SINBAD'S PALACE
Serial Number:	76258536	ELEMENTS
Serial Number:	76069801	TREMEZZO
Serial Number:	76069802	TANGIERS
Serial Number:	75936969	ALADDIN
Serial Number:	75936970	ALADDIN
Serial Number:	75936967	ALADDIN LAS VEGAS

CH \$465.00 77490159

**900155218**

**TRADEMARK  
 REEL: 004152 FRAME: 0578**

Serial Number:	75563194	WHERE WISHES COME TRUE
Serial Number:	75936971	ALADDIN
Serial Number:	77490170	TREMEZZO
Serial Number:	77417863	CELEBRITY SIGHTINGS

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (213) 430-8308  
Email: sgordon@omm.com  
Correspondent Name: Shari Gordon  
Address Line 1: 400 S. Hope Street  
Address Line 2: 18th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	357,514-15
NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	02/19/2010

**Total Attachments: 7**  
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THE BANK OF NEW YORK  
ASSET SOLUTIONS

Servicing • Asset Management • Analysis

December 1, 2006

Opbiz, L.L.C.  
3667 Las Vegas Boulevard South  
Las Vegas, Nevada 89109  
Attention: Donna Lehmann

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Loan and Facilities Agreement dated as of August 31, 2004 (as amended, restated, supplemented or otherwise modified, the “**Existing Credit Agreement**”) among Opbiz, L.L.C., a Nevada limited liability company, (the “**Existing Borrower**”), The Bank of New York, as administrative agent and collateral agent (the “**Existing Agent**”) for the lenders from time to time party thereto (individually, a “**Lender**” and collectively, the “**Lenders**”) and such Lenders (Existing Agent and Lenders being hereinafter referred to individually as an “**Existing Lender Party**” and collectively as the “**Existing Lender Parties**”). Capitalized terms used but not defined herein shall have the meaning set forth in the Existing Credit Agreement.

The Existing Borrower has advised Existing Agent of its intention to repay in full in cash all outstanding Obligations under the Existing Credit Agreement and the other Loan Documents (the “**Existing Credit Documents**”) including, without limitation, all principal due and owing, all interest accrued and unpaid thereon, the exit fee and any other fees to the date of repayment other than the obligations of the Existing Borrower and its Affiliates (collectively, the “**Existing Credit Parties**”) under indemnification and expense reimbursement provisions of the Existing Credit Documents which by their terms survive termination of the Existing Credit Documents (collectively, the “**Contingent Obligations**”). As of December 1, 2006 (the “**Repayment Date**”), except for the Contingent Obligations, the indebtedness and any other obligations of the Existing Credit Parties to Existing Lender Parties under the Existing Credit Agreement and the other Existing Credit Documents, including all accrued interest, fees and expenses, if any, payable with respect thereto, is \$506,885,117.24 (the “**Loan Repayment Amount**”), (i) of which \$484,013,277.38 is principal of the Term Loan A and \$11,750,424.01 is principal of the Term Loan B, (ii) of which \$5,542,186.54 is interest accrued and unpaid on the Term Loan A and \$183,534.38 is interest accrued and unpaid on the Term Loan B, (iii) of which \$1,458,565.41 is the accrued and unpaid Term Loan A Interest Differential due pursuant to the October 23, 2006 Waiver and Amendment No. 1 to the Existing Credit Agreement, (iv) of which \$3,723,184.78 is the exit fee due and payable to the Lenders pursuant to the October 23, 2006 Waiver and Amendment No. 1 to the Existing Credit Agreement, (v) of which \$169,199.28, is for other unpaid fees and expenses and (vi) \$44,745.46 is for Eurodollar Loan breakage costs. If the Existing Agent does not receive funds in an amount sufficient to repay the Loan Repayment Amount in full by 3:00 p.m., New York City time, on the Repayment Date, the per diem increase in the interest payable on the Loan Repayment Amount is \$119,548.41 (the “**Per Diem Amount**”) of which \$92,387.78 is the per diem on the Term Loan A, \$3,058.91 is the per diem on the Term Loan B, \$23,528.42, is the per diem for the Term Loan A Interest Differential,

600 E. Las Colinas Blvd. - Suite 1300  
Irving, TX 75039

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Main: (972) 401-8500 Fax: (972) 401-8555

TRADEMARK  
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\$559.71 is the per diem for Eurodollar Loan breakage costs on the Term Loan A and \$13.59 is the per diem for Eurodollar Loan breakage costs on the Term Loan B.

Payment of the Loan Repayment Amount and the Per Diem Amount, if any, should be made to Existing Agent by wire transfer of United States dollars in immediately available funds in accordance with the following instructions:

**The Bank of New York**  
**ABA#: 021-000-018**  
**A/C#: 8900415460**  
**F/A: BNY Asset Solutions Clearing Account**  
**Ref: OpBiz Payoff**

The Existing Borrower hereby directs the Existing Agent to apply the \$40,167,746.88 in the Renovation Capital Expenditure Account to repay the Obligations in accordance with the above instructions upon receipt of \$466,717,370.36 from Opbiz.

In consideration of receipt by Existing Agent of **(a)** the Loan Repayment Amount on the Repayment Date as provided herein above and **(b)** the Per Diem Amount, if any, Existing Agent hereby:

**(i)** acknowledges and agrees that payment of the Loan Repayment Amount and the Per Diem Amount, if any, as provided herein above will constitute payment in full of all of the indebtedness, liabilities and other obligations of the Existing Credit Parties to the Existing Lender Parties under the Existing Credit Agreement and the other Existing Credit Documents, other than the Contingent Obligations and other than under the Warrant and other than reasonable costs and expenses related thereto including, without limitation reasonable counsel fees to the Existing Agent relating thereto; and

**(ii)** agrees that, upon such receipt by Existing Agent of the Loan Repayment Amount and the Per Diem Amount, if any:

**(A)** all security interests, liens and other encumbrances (including, without limitation, liens granted pursuant to mortgages and deeds of trust) which any Existing Credit Party may have granted to Existing Agent for the benefit of any Existing Lender Party in, on or against such Existing Credit Party's property or assets, as the case may be, shall be automatically released and terminated and all of the Existing Credit Documents shall automatically terminate; provided, that, nothing herein is intended or shall be deemed or construed to terminate the Contingent Obligations or the Warrant, all of which shall continue after the Repayment Date; and

**(B)** at the request of the Existing Borrower and the sole expense of the Existing Credit Parties, Existing Agent shall promptly do all things reasonably necessary to further effect and evidence the foregoing, including, without limitation, delivering and releasing to or at the direction of the Existing Borrower,

the following, in each case, executed by Existing Agent: **(x)** mortgage and deed of trust releases pertaining to the respective real property mortgages and/or deeds of trust executed by any Existing Credit Party in favor of Existing Agent, and **(y)** release and reassignments pertaining to the intellectual property security agreements executed by any Existing Credit Party in favor of Existing Agent.

At the sole expense of the Existing Credit Parties, the Existing Agent further agrees to deliver or cause to be delivered **(a)** to the Existing Borrower or its nominee any instrument previously delivered by the Existing Borrower or any other Existing Credit Party to Existing Agent or any of the other Existing Lender Parties pursuant to the Existing Credit Documents (other than promissory notes issued to the Existing Lender Parties, which shall have been terminated in accordance with clause (ii)(A) above) and **(b)** to the Existing Borrower or its nominee such other terminations (including, without limitation, Uniform Commercial Code termination statements), authorizations to terminate and releases as the Existing Borrower may reasonably request to authorize, evidence and/or effect the termination and release by Existing Agent of all security interests and liens granted to Existing Agent pursuant to the Existing Credit Documents in the property and assets of the respective Existing Credit Parties.

In consideration of the foregoing, by their execution of the acknowledgment and agreement hereto, effective upon release by the Existing Lender Parties of their liens on and security interests in the property and assets of the Existing Credit Parties, and the termination of the Existing Credit Documents, in each case pursuant to the terms hereof, each Existing Credit Party hereby absolutely, fully, unconditionally, and irrevocably, releases, relieves, absolves, acquits, and discharges each of the Existing Lender Parties and their respective affiliates from any and all claims, actions, causes of action, suits, judgments, damages, debts, obligations, settlements and demands of any nature whatsoever, present and future, known or unknown, absolute or contingent, arising prior to the date hereof in connection with the transactions of the respective Existing Credit Parties with the Existing Lender Parties under or in connection with the Existing Credit Agreement or any of the other Existing Credit Documents.

This letter agreement may be executed or otherwise authenticated in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile, email or similar electronic transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this letter agreement.

This letter agreement shall be governed by, and construed in accordance with, the internal laws and decisions of the State of New York.

*- Remainder of Page Intentionally Left Blank -  
[Signature Page Follows]*

**IN WITNESS WHEREOF**, each of the undersigned has executed this letter agreement as of the date first written above.

**THE BANK OF NEW YORK**, as Existing Agent

By: Tracey Buckley  
Name: Tracey Buckley  
Title: Vice President

**ACKNOWLEDGED AND AGREED**

OPBIZ, L.L.C., a Nevada limited liability company,  
as Borrower,

By: MezzCo, L.L.C., a Nevada limited liability  
company, its sole member

By: EquityCo, L.L.C., a Nevada limited liability  
company, its sole member

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

MEZZCO, L.L.C., a Nevada limited liability company,  
as Loan Party

By: EquityCo, L.L.C., a Nevada limited liability  
company, its sole member

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

IN WITNESS WHEREOF, each of the undersigned has executed this letter agreement as of the date first written above.

**THE BANK OF NEW YORK**, as Existing Agent


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

**ACKNOWLEDGED AND AGREED**

OPBIZ, L.L.C., a Nevada limited liability company,  
as Borrower,

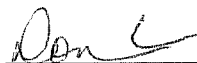
By: MezzCo, L.L.C., a Nevada limited liability company, its sole member

By: EquityCo, L.L.C., a Nevada limited liability company, its sole member

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

MEZZCO, L.L.C., a Nevada limited liability company,  
as Loan Party

By: EquityCo, L.L.C., a Nevada limited liability company, its sole member

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

**TRADEMARK SCHEDULE TO BANK OF NEW YORK RELEASE LETTER**

**U.S. TRADEMARKS**

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Filing Date</b>	<b>Trademark</b>	<b>Status</b>
1.	78736141	3192328	Oct. 19, 2005	THE SUNSET STRIP BAND	LIVE
2.	76038640	2628932	May 2, 2000	ALADDIN	LIVE
3.	76453832	2734651	Sept. 30, 2008	ROC BAR	LIVE
4.	76038639	2636409	May 2, 2000	ALADDIN	LIVE
5.	76245399	2699487	March 25, 2003	SPICE MARKET BUFFET	LIVE
6.	76460709	2761456	Oct. 23, 2002	NO RISK SLOTS	LIVE
7.	76422066	2704444	June 17, 2002	CURVE NIGHTLIFE EVOLVED	LIVE
8.	76422065	2706903	June 17, 2002	CURVE	LIVE
9.	75563195	2764504	Oct. 2, 1998	WHERE WISHES COME TRUE!	LIVE
10.	74331894	1781854	Nov. 17, 1992	ALADDIN	LIVE
11.	74331893	1779369	Nov. 17, 1992	ALADDIN	LIVE
12.	74331895	1781855	Nov. 17, 1992	ALADDIN	LIVE
13.	77055011	3653008	Dec. 1, 2006	HEART	LIVE
14.	77269763	3493690	Aug. 26, 2008	THE PLEASURE PIT	LIVE
15.	77232484	3493624	July 18, 2007	THE PLAYING FIELD	LIVE
16.	77300665	3444859	Oct. 10, 2007	A-LIST PLAYERS CLUB	LIVE
17.	77490159	----	June 3, 2008	ELEMENTS	ACTION SUSPENDED
18.	77140621	----	March 26, 2007	HEART CENTER BAR	DEAD
19.	77140533	----	March 26, 2007	HEART CENTER BAR	DEAD
20.	77065450	----	Dec. 15, 2006	HEART	DEAD
21.	76038636	2678663	May 2, 2000	EBONY HORSE BAR	DEAD
22.	76096244	2638236	July 24, 2000	TOWERING PALMS BAR & GRILL	DEAD



	Serial Number	Reg. Number	Filing Date	Trademark	Status
23.	76038637	2580871	June 18, 2002	CLUB ALADDIN	DEAD
24.	76038634	2549131	May 2, 2000	SINBAD'S PALACE	DEAD
25.	76258536	2515362	May 17, 2001	ELEMENTS	DEAD
26.	76069801	2514613	Dec. 4, 2001	TREMEZZO	DEAD
27.	76069802	----	June 12, 2000	TANGIERS	DEAD
28.	75936969	2632473	March 6, 2000	ALADDIN	DEAD
29.	75936970	2628854	March 6, 2000	ALADDIN	DEAD
30.	75936967	2628853	March 6, 2000	ALADDIN LAS VEGAS	DEAD
31.	75563194	2491106	Oct. 2, 1998	WHERE WISHES COME TRUE	DEAD
32.	75936971	----	March 6, 2000	ALADDIN	DEAD
33.	77490170	----	June 3, 2008	TREMEZZO	DEAD
34.	77417863	----	March 10, 2008	CELEBRITY SIGHTINGS	DEAD