

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tropicana Las Vegas, Inc.		05/14/2010	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Foothill Group, Inc., as Administrative Agent		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77810480	HAVANA GO GO	
<b>Serial Number:</b>	77922754	BISCAYNE STEAK SEA WINE	
<b>Serial Number:</b>	77917267	SOUTH BEACH CAFÉ & DELI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)706-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3127018623		
<b>Email:</b>	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, rasmus@mayerbrown.com		
<b>Correspondent Name:</b>	Richard M. Assmus		
<b>Address Line 1:</b>	P. O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 606902828		
<b>ATTORNEY DOCKET NUMBER:</b>	10013167 RMA		
<b>NAME OF SUBMITTER:</b>	Richard M. Assmus		

OP \$90.00 77810480

**900162407**

**TRADEMARK  
 REEL: 004207 FRAME: 0627**

Signature:	/rma/
Date:	05/17/2010
<b>Total Attachments: 6</b> source=TROPICANA LAS VEGAS AND FOOTHILL MAY 17 2010 Trademark Security Agreement#page1.tif source=TROPICANA LAS VEGAS AND FOOTHILL MAY 17 2010 Trademark Security Agreement#page2.tif source=TROPICANA LAS VEGAS AND FOOTHILL MAY 17 2010 Trademark Security Agreement#page3.tif source=TROPICANA LAS VEGAS AND FOOTHILL MAY 17 2010 Trademark Security Agreement#page4.tif source=TROPICANA LAS VEGAS AND FOOTHILL MAY 17 2010 Trademark Security Agreement#page5.tif source=TROPICANA LAS VEGAS AND FOOTHILL MAY 17 2010 Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented, amended and restated or otherwise modified from time to time, this “**Agreement**”), dated as of May 14, 2010, is made by and between TROPICANA LAS VEGAS, INC., a Nevada corporation (the “**Grantor**”), and THE FOOTHILL GROUP, INC., a Delaware corporation (“**Foothill**”), as the administrative agent (together with any successors or assigns thereto in such capacity, the “**Administrative Agent**”) for each of the Lenders as are or may from time to time become parties to the Loan Agreement (as defined below).

### W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Loan Agreement dated as of March 17, 2010 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), made by and among the Grantor, as borrower (the “**Borrower**”), the various financial institutions as are or may become from time to time parties thereto (collectively, the “**Lenders**”), Wells Fargo Bank, N.A., a national banking association, as the Issuer, and Foothill, as the Administrative Agent and as a Lender, the Lenders have agreed to make certain Loans to, and to issue (or participate in) certain Letters of Credit for the account of, the Borrower (such Loans and Letters of Credit are hereinafter referred to collectively as the “**Loans**”);

WHEREAS, as a condition precedent to the making of the Loans and the extending of the Loan Commitments and Letter of Credit Commitments under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) for the benefit of the Secured Parties to secure all Obligations under the Notes, the Loan Agreement and the other Loan Documents;

WHEREAS, the Grantor desires to secure the payment of the Loans and the performance of all of the Obligations under the Notes, the Loan Agreement and the other Loan Documents;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, the Grantor has disclosed to the Administrative Agent and the Lenders the existence of the dispute reflected in that certain litigation now pending in the District Court for Clark County, Nevada, Case No. A09595469-B, and in particular the adverse claim of ownership of certain trademarks (including “Trop” and “Tropicana”) asserted therein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, in order to induce the Lenders to make the Loans and to extend the Loan Commitments and Letter of Credit Commitments in accordance with the Loan Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, whether in singular or plural form, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "**Trademark Collateral**"), to the full extent owned or hereafter acquired by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature referred to in Item A of Attachment 1 attached hereto (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world 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 or in any office or agency of the United States of America or any State thereof or any foreign country;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Interest in Trademark. Promptly upon obtaining a resolution of the adverse claims of ownership of certain trademarks (including "Trop" and "Tropicana") disclosed to the Administrative Agent and the Lenders, which claims are the subject of that certain litigation now pending in the District Court for Clark County, Nevada, Case No. A09595469-B, the Grantor shall execute and deliver such Instruments reasonably satisfactory in form and substance to the Administrative Agent, on behalf of the Secured Parties, expressly subjecting the same, and any trademark registrations obtained, to the Lien and security interests created by this Agreement and each other applicable Loan Document (with the priority contemplated thereby in favor of each Secured Party).

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the

Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Release of Security Interest. Upon payment in full in cash of all Obligations, the termination or expiry of all Letters of Credit and the termination of all Loan Commitments, the Administrative Agent shall, at the Grantor's expense, promptly execute and deliver to the Grantor all Instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 6. Incorporation. The Grantor does hereby further acknowledge and agree that the terms and provisions of Sections 8.1 and 8.2 of the Security Agreement are incorporated by reference herein as if fully set forth herein. Furthermore, the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby shall be as set forth in the Security Agreement as if fully set forth herein.

SECTION 7. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement. In the event of any conflict between the Loan Agreement and this Agreement, then the terms and provisions of the Loan Agreement shall govern and control.

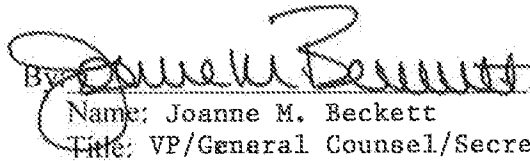
SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*[signature pages follow]*

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the day and year first above written.

GRANTOR:

TROPICANA LAS VEGAS, INC.,  
a Nevada corporation

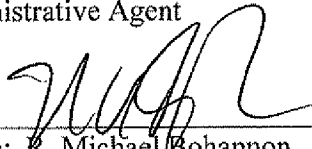
By:   
Name: Joanne M. Beckett  
Title: VP/General Counsel/Secretary

*[signature pages continue]*

**ADMINISTRATIVE AGENT:**

**THE FOOTHILL GROUP, INC.,**  
as Administrative Agent

By: \_\_\_\_\_

  
Name: R. Michael Bohannon  
Title: Managing Director

**ATTACHMENT 1  
to Trademark  
Security Agreement**

**Item A. Trademarks**

Registered Trademarks

None.

Pending Trademark Applications

<b>Country</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>
U.S.	Havana Go Go	77810480	August 21, 2009
U.S.	Biscayne Steak Sea Wine	77922754	January 28, 2010
U.S.	South Beach Café & Deli	77917267	January 21, 2010

Trademark Applications in Preparation

None.

**Item B. Trademark Licenses**

None.