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TO: JEFFREY Z.Y. LIAO, ESQ. COMPANY: CADWALADER, WICKERSHAM & TAFT LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/10/2010
 900171307

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rio Propco, LLC		08/31/2010	LIMITED LIABILITY COMPANY; DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	Capital Markets Servicing Group
Internal Address:	900 West Trade Street, Suite 650
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28266
Entity Type:	National Association: <i>United States of America</i>

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2849732	BEVERTAINERS
Registration Number:	3077332	BEVERTAINMENT
Registration Number:	2085147	BUZIOS
Registration Number:	1827883	CARNIVAL WORLD BUFFET
Registration Number:	2709302	EXOTIC. UNINHIBITED. FUN.
Registration Number:	3213527	GO WILD
Registration Number:	1697110	IPANEMA GIRLS
Registration Number:	3126836	JANELAS RESTAURANT & BAR
Registration Number:	3012833	MISS RIO
Registration Number:	2459105	PLAYRIO.COM
Registration Number:	1845968	RIO
Registration Number:	1997791	RIO
Registration Number:	1908880	RIO

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TO: JEFFREY Z.Y. LIAO, ESQ. COMPANY: CADWALADER, WICKERSHAM & TAFT LLP

Registration Number:	1984925	RIO
Registration Number:	1997790	RIO
Registration Number:	1845967	RIO
Registration Number:	2739407	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS
Registration Number:	2739406	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS
Registration Number:	2715239	RIO JAVA
Registration Number:	2207791	RIO LAS VEGAS
Registration Number:	2053740	RIO LAS VEGAS
Registration Number:	2207792	RIO LAS VEGAS
Registration Number:	2221028	RIO LAS VEGAS
Registration Number:	1793006	RIO RITA
Registration Number:	1714332	RIO RITA'S
Registration Number:	2223924	RIO BECCO GOLF CLUB
Registration Number:	1757490	RIO SUITE HOTEL&CASINO
Registration Number:	1779291	SNEAKY QUEENS

CORRESPONDENCE DATA

Fax Number: (212)504-6688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 504-6423
 Email: jeffrey.liao@cwt.com
 Correspondent Name: Jeffrey Z.Y. Liao, Esq.
 Address Line 1: Cadwalader, Wickersham & Taft LLP
 Address Line 2: One World Financial Center
 Address Line 4: New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER: 94987.010

NAME OF SUBMITTER: Jeffrey Z.Y. Liao

Signature: /Jeffrey Z.Y. Liao/

Date: 09/10/2010

Total Attachments: 8

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TRADEMARK
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TO: JEFFREY Z. Y. LIAO, ESQ. COMPANY: CADWALADER, WICKERSHAM & TAFT LLP

TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (RIO)

This TRADEMARK SECURITY AGREEMENT (RIO) (this "Agreement"), made as of August 31, 2010 is made by RIO PROPCO, LLC, a Delaware limited liability company, as Individual Borrower (together with its successors, the "Grantor") in favor of BANK OF AMERICA, N.A., a banking association chartered under the laws of the United States, in its capacity as Collateral Agent (in such capacity, and together with its successors and assigns, the "Collateral Agent") on behalf of the Lenders (collectively, and together with their respective successors and assigns, the "Secured Parties") from time to time a party to the Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, simultaneously herewith, Grantor, certain other borrowers affiliated with Grantor and identified in the Loan Agreement (collectively with Grantor, and together with their respective successors, "Borrower"), Collateral Agent and the Secured Parties identified in the Loan Agreement are entering into that certain Second Amended and Restated Loan Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), modifying the provisions of certain original loan documents with respect to a loan made to Borrower in the original principal amount of Four Billion and no/100 Dollars (\$4,000,000,000.00);

WHEREAS, Grantor is a party to that certain Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents, dated as of January 28, 2008, granted to Lawyers Title of Nevada, Inc. for the benefit of JPMorgan Chase Bank, N.A. ("JPM"), as the original secured party (the "Original Security Instrument"), (i) as assigned by that certain Assignment and Assumption of Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents (Initial Lenders), dated as of the date hereof, pursuant to which (*inter alia*) JPM assigned the Original Security Instrument to the Secured Parties and (ii) as amended and further assigned by that certain Amendment to and Assignment of Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents, dated as of the date hereof, by and among Grantor, the Secured Parties and Collateral Agent (the Original Security Instrument, as so assigned and amended, and as the same may be further amended, restated, supplemented, consolidated or otherwise modified from time to time, the "Security Instrument");

WHEREAS, pursuant to the Security Instrument, the Grantor has granted to the Collateral Agent a security interest in, *inter alia*, certain Intellectual Property, including those Trademarks set forth on Schedule A and those Copyrights set forth on Schedule B; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

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TO: JEFFREY Z.Y. LIAO, ESQ. COMPANY: CADWALADER, WICKERSHAM & TAFT LLP

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, shall have the meanings provided or provided by reference in the Loan Agreement and the Security Instrument, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks and all goodwill related thereto (collectively, the "Trademark Property") and the Copyrights to the Collateral Agent for the benefit of the Secured Parties, as collateral for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower's obligations under the Loan Agreement and the Security Instrument.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of, among other things, recording the grant of security interest with the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable state government or foreign jurisdiction, and with the United States Copyright Office. The security interest granted hereby has been granted to the Collateral Agent and Secured Parties by and in connection with the Loan Agreement and Security Instrument (as applicable) and is expressly subject to the terms and conditions thereof. The Loan Agreement and Security Instrument (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Property and in the Copyrights granted hereby are more fully set forth in the Loan Agreement and Security Instrument (as applicable), the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Loan Agreement and Security Instrument, the terms of the Loan Agreement and Security Instrument (as applicable) shall govern.

SECTION 5. Governing Law. This Agreement shall be governed in accordance with the terms and provisions of Section 10.3 of the Loan Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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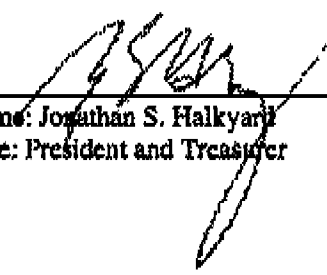
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TO: JEFFREY Z.Y. LIAO, ESQ. COMPANY: CADWALADER, WICKERSHAM & TAFT LLP

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as if the day and year first above written.

RIO PROPCO, LLC

By: _____


Name: Jonathan S. Halkyard
Title: President and Treasurer

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**BANK OF AMERICA, N.A.,
as Collateral Agent**

By: 
Name: Sean D. Pelly
Title: Managing Director

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TO: JEFFREY Z. Y. LIAO, ESQ. COMPANY: CADWALADER, WICKERSHAM & TAFT LLP

SCHEDULE A

TRADEMARKS

Country	Mark	Reg. No.	App. Date	Pub. No.	Reg. Date	Status
U.S.	Bevertainer (Block)	78/217653	2/21/2003	2849732	6/1/2004	Registered
U.S.	Bevertainment (Block)	78/217642	2/21/2003	3077332	4/4/2006	Registered
U.S.	Buzios (Block)	74/442023	9/29/1993	2085147	8/5/1997	Registered
U.S.	Carnival World Buffet (Block)	74/401180	6/14/1993	1827883	3/22/1994	Registered
U.S.	Exotic, Uninhibited, Fun.	76/438775	8/6/2002	2709302	4/22/2003	Registered
U.S.	Go Wild	78/911523	6/19/2006	3213527	2/27/2007	Registered
U.S.	Ipanema Girls (Block)	74/021847	1/23/1990	1697110	6/23/1992	Registered
U.S.	Janelas (Design)	78/706472	9/2/2005	3126836	8/8/2006	Registered
U.S.	Miss Rio	78/159715	8/30/2002	3012833	11/9/2005	Registered
U.S.	Playrio.com (Block)	75/742469	7/2/1999	2459105	6/12/2001	Registered
U.S.	Rio (Block)	74/442024	9/29/1993	1845968	7/19/1994	Registered
U.S.	Rio (Block)	74/442025	9/29/1993	1997791	9/3/1996	Registered
U.S.	Rio (Sign Design)	74/442012	9/29/1993	1908880	8/1/1995	Registered
U.S.	Rio (Sign Design)	74/442018	9/29/1993	1984925	7/9/1996	Registered
U.S.	Rio (Stylized Script)	74/442020	9/29/1993	1997790	9/3/1996	Registered
U.S.	Rio (Stylized Script)	74/442021	9/29/1993	1845967	7/19/1994	Registered
U.S.	Rio All-Suite Hotel & Casino Las Vegas	75/732713	6/21/1999	2739407	7/22/2003	Registered
U.S.	Rio All-Suite Hotel & Casino Las Vegas	75/732712	6/21/1999	2739406	7/22/2003	Registered
U.S.	Rio Java (Design)	76/352432	12/26/2001	2715239	5/13/2003	Registered
U.S.	Rio Las Vegas (Block)	74/442016	9/29/1993	2207791	12/8/1998	Registered
U.S.	Rio Las Vegas (Block)	74/442017	9/29/1993	2053740	4/22/1997	Registered
U.S.	Rio Las Vegas (Stylized Script)	74/442019	9/29/1993	2207792	12/8/1998	Registered
U.S.	Rio Las Vegas (Stylized Script)	74/442022	9/29/1993	2221028	2/2/1999	Registered
U.S.	Rio Rita (Block)	74/330889	11/13/1992	1793006	9/14/1993	Registered
U.S.	Rio Rita's (Block)	74/237113	12/4/1991	1714332	9/8/1992	Registered
U.S.	Rio Secco Golf Club (Block)	75/370303	10/8/1997	2233924	2/16/1999	Registered
U.S.	Rio Suite Hotel & Casino (Design)	74/021711	1/23/1990	1757490	3/9/1993	Registered

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TO: JEFFREY Z.Y. LIAO, ESQ. COMPANY: CADWALADER, WICKERSHAM & TAFT LLP

Country	Trademark	Reg. No.	Reg. Date	Reg. No.	Reg. Date	Status
U.S.	Sneaky Queens (Block)	74/330885	11/13/1992	1779291	6/29/1993	
Nevada	All American Bar & Grille (Design)		11/12/1991	24-833	11/12/1991	Registered
Nevada	Buzios Seafood Restaurant (Design)		11/21/1995	28-648	11/21/1995	Registered
Nevada	Calor			20070502731-47	7/24/2007	Registered
Nevada	Cash is King (Design)		8/9/1996	29-298	8/9/1996	Registered
Nevada	Club Rio (Design)		11/12/1991	24-837	11/12/1991	Registered
Nevada	Latin Libido			E0289892007-3	4/23/2007	Registered
Nevada	Masquerade Show In the Sky			E0796512007-3	11/16/2007	Registered
Nevada	Masquerade Showroom (Block)			E0542812007-3	7/31/2007	Registered
Nevada	Masquerade Village		8/8/1996	29-285	8/8/1996	Registered
Nevada	Napa Restaurant (Design)		4/15/1996	28-940	4/15/1996	Registered
Nevada	Rio Ritu (Stylized)		11/12/1991	24-832	11/12/1991	Registered
Nevada	Rio Secco Golf Club (Design)		5/27/1999	32-041	5/27/1999	Registered
Nevada	Rio Suite Hotel & Casino (Block)		7/6/1989	22-821	7/6/1989	Registered
Nevada	Rio Suite Hotel & Casino (Standardized Chinese Translation) Trade Name		11/25/1996	29-612	11/25/1996	Registered
Nevada	Sao Paulo Cafe (Design)		12/10/2002	35-154	12/10/2002	Registered
Nevada	The Spa at the Rio		11/21/1995	28-649	11/21/1995	Registered
Nevada	The Village		7/16/1996	29-172	7/16/1996	Registered
Nevada	The Village Seafood Buffet (Design)		4/15/1996	28-941	4/15/1996	Registered
Nevada	The Wine Cellar Tasting Room (Design)		4/15/1996	28-937	4/15/1996	Registered
Australia	Rio (Block)	976316	10/29/2003	976316	3/22/2006	Registered
Canada	Club Rio (Block)	1025328	8/10/1999	562155	5/16/2002	Registered
Canada	Play Rio (Block)	1025329	8/10/1999	587045	8/13/2003	Registered
Canada	Rio (Stylized Script)	1025327	8/10/1999	590218	9/18/2003	Registered
European Community	Rio (Block)	003446804	10/22/2003	003446804	4/16/2007	Registered
European Community	Rio (Stylized Script)	003446838	10/22/2003	003446838	5/3/2007	Registered

Sched. A

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TO: JEFFREY Z. Y. LIAO, ESQ. COMPANY: CADWALADER, WICKERSHAM & TAFT LLP

Country	Mark	Serial No.	Issue Date	Reg. No.	Reg. Date	Status
Hong Kong	Club Rio (Block)	99 10331 & 99 10332	8/4/1999	2002B04802AA	8/4/1999	Registered
Hong Kong	Play Rio (Block)	99 10353 & 99 10354	8/4/1999	2002B04804AA	8/4/1999	Registered
Hong Kong	Rio (Stylized Script)	99 10355 & 99 10356	8/4/1999	2003B00266AA	8/4/1999	Registered
Hong Kong	Rio (Stylized Script)	300580789	2/14/2006	300580789	2/14/2006	Registered
Mexico	Only at the Rio All-Suite Casino Las Vegas Style (Design)	0542150	4/8/2002	749911	4/8/2002	Registered
Mexico	Only at the Rio All-Suite Casino Resort Las Vegas (Design)	0542148	4/8/2002	749909	4/8/2002	Registered
Mexico	Play Rio (Block)	396368	10/25/1999	711426	10/25/1999	Registered
Mexico	Rio (Stylized Script)	396371	10/25/1999	637690	10/25/1999	Registered
Mexico	Rio All Suite Hotel & Casino (Design)	1005988	5/13/2009	1132083	11/26/2009	Registered
Mexico	Rio All-Suite Casino Resort Las Vegas (Design)	0542149	4/8/2002	749910	4/8/2002	Registered
New Zealand	Rio (Block)	703668	10/29/2003	703668	10/29/2003	Registered
New Zealand	Rio (Stylized Script)	703669	10/29/2003	703669	10/29/2003	Registered
Taiwan	Play Rio (Block)	(88) 38561	8/6/1999	8159466	2/16/2002	Registered

Sched. A

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TO:JEFFREY Z.Y. LIAO, ESQ. COMPANY:CADWALADER, WICKERSHAM & TAFT LLP

SCHEDULE B

COPYRIGHTS

Country	Copyright	Reg. No.	Effective	Status
U.S.	Masquerade Village Commercial No. 2	PA940-918	1/8/2001	Registered
U.S.	Carnival World Buffet	SR 372-823	9/7/2005	Registered