TRADEMARK ASSIGNMENT

Electronic Version v1.1 09/10/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flamingo Las Vegas 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:	28255
Entity Type:	National Association: United States of America

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3106584	BEEF BARRON
Registration Number:	1243194	CITY LITES
Registration Number:	1948975	FLAMINGO
Registration Number:	2517266	FLAMINGO
Registration Number:	2517267	FLAMINGO
Registration Number:	2350265	
Registration Number:	2514373	FLAMINGO LAS VEGAS
Registration Number:	2516588	FLAMINGO LAS VEGAS
Registration Number:	1820290	FRUIT BASKET BUFFET
Registration Number:	3631248	O'SHEAS
Registration Number:	1692034	O'SHEAS CASINO
Registration Number:	3659293	PINK BEAN
Registration Number:	2986903	PINK GINGER

CH $340.00 3106584

CORRESPONDENCE DATA

Fax Number: (212)504-6666
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: 6
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TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (FLAMINGO LAS VEGAS)

This TRADEMARK SECURITY AGREEMENT (FLAMINGO LAS VEGAS) (this "**Agreement**"), made as of August 31, 2010 is made by FLAMINGO LAS VEGAS 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:

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. Acknowledgement. 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.

[Remainder of page intentionally left blank]

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

FLAMINGO LAS VEGAS PROPCO, LLC

By: _____
Name: Jonathan S. Halkyard
Title: President and Treasurer

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

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

SCHEDULE A

TRADEMARKS

Jurisdiction	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
U.S.	Beef Barron	78/660725	6/29/2005	3106584	6/20/2006	Registered
U.S.	City Lites	73/337024	11/13/1981	1243194	6/21/1983	Registered
U.S.	Flamingo	74/636612	2/21/1995	1948975	1/16/1996	Registered
U.S.	Flamingo (Stylized)	76/229989	3/22/2001	2517266	12/11/2001	Registered
U.S.	Flamingo (Stylized)	76/229990	3/22/2001	2517267	12/11/2001	Registered
U.S.	Flamingo Bird Design (Only)	75/769538	8/6/1999	2350265	5/16/2000	Registered
U.S.	Flamingo Las Vegas	76/006767	3/22/2000	2514373	12/4/2001	Registered
U.S.	Flamingo Las Vegas	76/006766	3/22/2000	2516588	12/11/2001	Registered
U.S.	Fruit Basket Buffet (Design)	74/388553	5/11/1993	1820290	2/8/1994	Registered
U.S.	O'Sheas (Block)	77/606233	11/3/2008	3631248	6/2/2009	Registered
U.S.	O'Sheas Casino (Design)	74/163977	5/6/1991	1692034	6/9/1992	Registered
U.S.	Pink Boxa (Block)	77/603247	10/29/2008	3659293	7/21/2009	Registered
U.S.	Pink Ginger	76/560742	11/17/2003	2986903	8/23/2005	Registered
Nevada	Alta Villa			E0095822009-4	2/19/2009	Registered
Nevada	Bugsy's Bar			34,409	12/27/2001	Registered
Nevada	Club Flamingo			24,530	6/27/1991	Registered
Nevada	Get a Little Irish in Ya! (Block)			E0681252007-3	9/26/2007	Registered
Nevada	Liquid Assets (Block)			E0336020010-0	6/30/2010	Registered
Nevada	Paradise Garden Buffet (Design)			30,208	8/14/1997	Registered
Nevada	Steakhouse46			E0590452006-6	8/9/2006	Registered
Nevada	The 18 Hour Happy Hour			E0776432006-8	10/20/2006	Registered
Nevada	Vega			E0020142008-2	1/8/2008	Registered
Australia	Flamingo	620,549	1/17/1994	620,549	1/17/1994	Registered
Australia	Flamingo (Design)	634,872	7/13/1994	634,872	7/13/1994	Registered
Egypt	Flamingo	88984	11/15/1993	88984	10/15/1996	Registered
Egypt	Flamingo	88986	11/15/1993	88986	5/18/1999	Registered
Egypt	Flamingo	88988	11/15/1993	88988	10/17/1996	Registered
Greece	Flamingo (Design)	118,593	4/6/1994	118,593	4/6/1994	Registered
Greece	Flamingo (Design)	118,594	4/6/1994	118,594	4/6/1994	Registered

SCHEDULE B

COPYRIGHTS

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
U.S.	Flamingo Bird in Grass Design #1	VA1006368	10/14/1999	Registered