TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GNLV, CORP		08/17/2010	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	301 South College Street
Internal Address:	One Wachovia Center - MAC D1053-151
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0604
Entity Type:	National banking association/USA:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3551269	GOLD DIGGERS DRINK DANCE DOWNTOWN
Registration Number:	3603520	GOLD DIGGERS DRINK DANCE DOWNTOWN
Registration Number:	3208158	LILLIE'S NOODLE HOUSE
Registration Number:	3641428	WORLD SERIES OF SLOTS
Serial Number:	77286080	GOLD DIGGERS DRINK DANCE DOWNTOWN
Serial Number:	77286099	GOLD DIGGERS DRINK DANCE DOWNTOWN

CH $165.00 3551269

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul, Hastings, Janofsky & Walker
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	10/01/2010

Total Attachments: 5
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Second Lien Trademark Security Agreement

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2010 by GNLV, CORP., a Nevada Corporation, with offices located at 129 E. Fremont Street, Las Vegas 89101, (the "Pledgor(s)"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (as successor by merger to Wachovia Bank, National Association), in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement, dated as of June 14, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property);

provided that such grant shall not include any intent-to-use trademark application to the extent and for so long as creation by the Pledgor of a security interest therein would result in the loss by such Pledgor of any rights to such intent-to-use trademark.

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security

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Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of a counterpart of this Second Lien Trademark Security Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

[signature page follows]

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IN WITNESS WHEREOF, the Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GNLV, CORP., as Pledgor

By: _____
Name: Steven L. Scheinthal
Title: Senior Vice President + Secretary

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GNLV, CORP., as Pledgor

By: _____
Name:
Title:

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: M. C. Hyde
Title: MD/SVP

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Schedule I
to
Second Lien Trademark Security Agreement
Trademark Registrations and Trademark Applications

Trademark Registrations

Owner	Registration Number	Trademark
GNLV, Corp.	3,551,269	GOLD DIGGERS DRINK DANCE DOWNTOWN (and Design)
GNLV, Corp.	3,603,520	GOLD DIGGERS DRINK DANCE DOWNTOWN (and Design)
GNLV, Corp.	3,208,158	LILLIE'S NOODLE HOUSE
GNLV, Corp.	3,641,428	WORLD SERIES OF SLOTS

Trademark Applications:

Owner	Application Number	Trademark
GNLV, Corp.	77/286080	GOLD DIGGERS DRINK DANCE DOWNTOWN (and Design)
GNLV, Corp.	77/286099	GOLD DIGGERS DRINK DANCE DOWNTOWN (and Design)