

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STATION GVR ACQUISITION, LLC		06/16/2011	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, as Administrative Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2918552	CHINA SPICE	
Registration Number:	3057294	CHINA SPICE	
Registration Number:	2797079	GREEN VALLEY RANCH STATION CASINO	
Registration Number:	2797080	GREEN VALLEY RANCH STATION CASINO	
Registration Number:	3425564	OVATION	
Registration Number:	3374513	QUINN'S	
Registration Number:	3080981	SUSHI + SAKE	
Registration Number:	3023414	SUSHI+SAKE	
Registration Number:	3394736	TERRA VERDE	
Registration Number:	3276785	TIDES	
CORRESPONDENCE DATA			
Fax Number:	(650)213-8158		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

OP \$265.00 2918552

900195195

TRADEMARK
 REEL: 004567 FRAME: 0875

Phone: 6502130300
Email: cishihara@whitecase.com
Correspondent Name: White & Case LLP / Christina Ishihara
Address Line 1: 3000 El Camino Real, Bldg 5, 9th Fl
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1155735-0003
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NAME OF SUBMITTER:	Christina Ishihara
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Signature:	/Christina Ishihara/
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Date:	06/22/2011
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Total Attachments: 5

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EXECUTION VERSION

**CONFIRMATORY GRANT OF SECURITY INTEREST (SECOND LIEN)
IN UNITED STATES TRADEMARKS**

This CONFIRMATORY GRANT OF SECURITY INTEREST (SECOND LIEN) IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of June 16, 2011 by and from STATION GVR ACQUISITION, LLC, a Nevada limited liability company (“Grantor”), to and in favor of JEFFERIES FINANCE LLC, as Administrative Agent for the Secured Parties (in such capacity, “Grantee”).

WHEREAS, Grantor, GVR Holdco 1 LLC (“Holdings”), the lenders party thereto from time to time and Grantee have entered into a Second Lien Credit Agreement dated as of June 16, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, Grantor, Holdings and certain Subsidiaries of Holdings (as further defined in the Credit Agreement) have guaranteed the repayment of the Obligations pursuant to a Second Lien Guaranty Agreement dated as of June 16, 2011 (as amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, Grantor, Holdings and certain Subsidiaries of Holdings have entered into a Second Lien Security Agreement, dated as of June 16, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, Grantor owns the Trademarks as defined in the Security Agreement and further listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office (the “USPTO”).

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) Grantor hereby grants a second lien security interest to and in favor of Grantee in (1) all of Grantor’s right, title and interest in and to the Trademarks set out in Exhibit A, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same. Notwithstanding the foregoing, the security interest granted herein shall not attach to any Trademarks that are the subject of an “intent to use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, if the granting of such security interest would invalidate or otherwise jeopardize Grantor’s rights therein; in which case, the security interest shall attach when the subject application is converted to a “use based” application through the filing of an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of that Act.

(b) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon satisfaction of the applicable release conditions set forth in Section 9.11 of the Credit Agreement, Grantee shall promptly execute, acknowledge and deliver to the Administrative Agent, and the Administrative Agent shall promptly execute, acknowledge and deliver to

Grantor, all reasonably requested instruments in writing releasing the security interest in the applicable Trademarks acquired under the Security Agreement and this Confirmatory Grant.

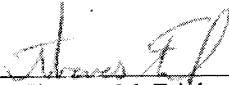
3) Interpretation. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) Recordation. The parties hereby authorize the Director of the USPTO to record this confirming grant.

(signature page to follow)


IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

STATION GVR ACQUISITION, LLC, as Grantor

By: 
Name: Thomas M. Friel
Title: Senior Vice President & Treasurer

Confirmatory Grant of Security Interest In United States Trademarks (Second Lien)

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 
Name: E.J. Hess
Title: Managing Director

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

U.S. Trademark Registrations:

Mark	Class(es)	Reg. No.	Reg. Date
CHINA SPICE	43	2918552	01/18/2005
CHINA SPICE (and design)	43	3057294	02/07/2006
GVR GREEN VALLEY RANCH STATION CASINO	43	2797079	12/23/2003
GVR GREEN VALLEY RANCH STATION CASINO	41	2797080	12/23/2003
OVATION	43	3425564	05/13/2008
QUINN'S	43	3374513	01/22/2008
SUSHI + SAKE	43	3080981	04/11/2006
SUSHI + SAKE (and design)	43	3023414	12/06/2005
TERRA VERDE	43	3394736	03/11/2008
TIDES	43	3276785	08/07/2007