

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest in License (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		
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:	3679186	GVR GREEN VALLEY RANCH	
Registration Number:	3796918	GVR GREEN VALLEY RANCH	
Registration Number:	3887005	GVR GREEN VALLEY RANCH	
Registration Number:	3796900	GVR GREEN VALLEY RANCH	
Registration Number:	3531901	GREEN VALLEY RANCH	
Registration Number:	2797080	GREEN VALLEY RANCH STATION CASINO	
Registration Number:	2797079	GREEN VALLEY RANCH STATION CASINO	
Registration Number:	2672955	GREEN VALLEY RANCH	
Registration Number:	2672954	GREEN VALLEY RANCH	
Registration Number:	2608215	GREEN VALLEY RANCH	
CORRESPONDENCE DATA			
Fax Number:	(650)213-8158		
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.			

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TRADEMARK  
REEL: 004567 FRAME: 0903

Phone: 6502130300  
Email: cishihara@whitecase.com  
Correspondent Name: 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 LICENSE AGREEMENT**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN LICENSE AGREEMENT (SECOND LIEN) (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 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"), pursuant to which Grantor, Holdings and certain Subsidiaries guaranteed the repayment of the Obligations.

WHEREAS, pursuant to a certain license agreement, which is further defined in the Credit Agreement and described in Exhibit A (the "IP License Agreement"), between Grantor, as the licensee, and American Nevada Company ("Licensor") as the licensor, Grantor holds an exclusive twenty (20) year license from Licensor to the trademarks listed on Exhibit A (the "Trademarks"), who has separately consented to the Secured Parties holding a security interest in such license.

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 all of Grantor's right, title, and interest in and to the IP License Agreement, together with all causes of action arising prior to or after the date hereof regarding the same.

(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 IP License Agreement 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

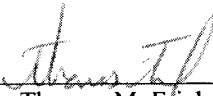
provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) Recordation. The parties hereby authorize the Director of the United States Patent and Trademark Office to record this Confirmatory Grant against the Trademarks.

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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 License Agreement (Second Lien)*

**TRADEMARK**  
**REEL: 004567 FRAME: 0907**

JEFFERIES FINANCE LLC,  
as Administrative Agent

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

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN LICENSE AGREEMENT (SECOND LIEN)

**Exhibit A – Description of License Agreement**

The agreement titled “License Agreement” entered into by and between American Nevada Company or its designee, a Nevada corporation, and Station GVR Acquisition, LLC, a Nevada limited liability company, dated as of March 2, 2011, by which American Nevada Company granted to Station GVR Acquisition, LLC, a license to the trademarks, trademark registrations, service marks, trade names and logos identified as follows:

	Serial Number	Reg. Number	Word Mark*
1	77667801	3679186	GVR GREEN VALLEY RANCH
2	77667779	3796918	GVR GREEN VALLEY RANCH
3	77667773	3887005	GVR GREEN VALLEY RANCH
4	77662943	3796900	GVR GREEN VALLEY RANCH
5	77230003	3531901	GREEN VALLEY RANCH
6	76462124	2797080	GVR GREEN VALLEY RANCH STATION CASINO
7	76462123	2797079	GVR GREEN VALLEY RANCH STATION CASINO
8	76205294	2672955	GREEN VALLEY RANCH
9	76205293	2672954	GREEN VALLEY RANCH
10	76205292	2608215	GREEN VALLEY RANCH

\* Includes common law rights in all of the above referenced marks.