

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CYBERARTS LICENSING LLC		10/21/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	FERTITTA ACQUISITIONSCO LLC		
Street Address:	1505 S. Pavilion Center Drive		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89135		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85319213	LOVEBOAT BINGO	
CORRESPONDENCE DATA			
Fax Number:	(213)892-4241		
Email:	JNishizawa@milbank.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jan Nishizawa		
Address Line 1:	601 S. Figueroa St., 30th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	40371.01500		
NAME OF SUBMITTER:	Jan Nishizawa		
Signature:	/Jan Nishizawa/		
Date:	10/25/2011		

CH \$40.00 85319213

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and effective the 21st day of October, 2011 (the "Effective Date") by and between FERTITTA ACQUISITIONSCO LLC, a Delaware limited liability company ("Assignee"), and CYBERARTS LICENSING LLC, a Delaware limited liability company ("Assignor").

R E C I T A L S

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of October 14, 2011 by and between Assignee and Assignor (the "Purchase Agreement"), Assignor wishes to convey to Assignee any and all of Assignor's rights in and to the trademarks which are Purchased Assets, including but not limited to those set forth on Schedule A to this Assignment (hereinafter such names, trade dress, trademarks, service marks, applications and registrations are referenced collectively as the "Marks") together with all of the goodwill associated with and symbolized by the Marks; and

WHEREAS, the Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions. Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement
2. Assignment. Assignor does hereby sell, assign, and transfer to Assignee and Assignee hereby accepts the sale, assignment, and transfer of all Assignor's right, title, and interest in and to the Marks, including, without limitation, the goodwill associated with and symbolized by the Marks, and all registrations and applications therefor in the United States and any foreign country, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and/or any foreign country, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Marks as of the Effective Date and hereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives. With respect to the U.S. trademark applications listed on Schedule A which are based on intent to use, Assignor is assigning the Marks as part of the entire business to which the Marks pertain as required by 15 U.S.C. § 1060.
3. Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which

may issue with respect to any applications for trademark or service mark included in the Marks. Further Assurances. The Assignor and Assignee have agreed to execute all further documents that may be reasonably required to effect recordation of this Assignment in the name of Assignee at the applicable governmental trademark office. Furthermore, at any time and from time to time after the date hereof, at Assignee's request and without further consideration, Assignor shall execute and deliver to Assignee, or Assignee's designee, such other documents and take all such other actions which Assignee, its successors, assigns or designees may reasonably request to effect the terms of this Assignment and to execute and deliver any and all instruments, affidavits, testimonies, declarations, oaths, exhibits, and other documentation as Assignee may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Assignee, and to confirm Assignee's title to all of the Marks, and, to the full extent permitted by law, to put Assignee in actual possession and operating control of the Marks and to assist Assignee in exercising all rights with respect thereto.

4. Effect of Assignment. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

5. Governing Law. This Assignment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Nevada (other than the choice of law principles thereof). Except as otherwise provided herein, any action, suit or other proceeding relating to this Agreement may be brought in any federal or state court in the State of Nevada, as the party bringing such action, suit or proceeding shall elect, having jurisdiction over the subject matter thereof.

6. Counterparts. This Assignment may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The parties agree that the delivery of this Assignment may be effected by means of an exchange of facsimile signatures with original copies to follow by mail or courier service.

7. Assignment. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

8. Parties in Interest. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns and, except as expressly provided in this Assignment, nothing in this Assignment, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

9. Descriptive Headings. The descriptive headings of this Assignment are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Assignment.


10. Severability. If any term or provision of this Assignment shall, in any jurisdiction, be invalid, illegal or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable such term or provision in any other jurisdiction. All other terms and other provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to Assignee. Upon such determination that any term or provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Assignment are fulfilled to the greatest extent possible.

[Signature Pages follow]

IN WITNESS WHEREOF, the parties hereto have executed the signature page to this Assignment as of the day and year first above written.

Assignor

**CYBERARTS LICENSING LLC, a
Delaware limited liability company**

By 
Name: _____
Title: *Chairman*

Assignee

**FERTITTA ACQUISITIONSCO LLC,
a Delaware limited liability company**

By _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed the signature page to this Assignment as of the day and year first above written.

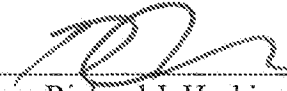
Assignor

CYBERARTS LICENSING LLC, a
Delaware limited liability company

By _____
Name:
Title:

Assignee

FERTITTA ACQUISITIONSCO LLC,
a Delaware limited liability company

By  _____
Name: Richard J. Haskins
Title: *Secretary*

Schedule A to Trademark Assignment Agreement

Matter Number	TM	Country	App No.	App Date	Reg No.	Reg Date	TM Status	Classes
	LoveBoat Bingo	US	85319213	5/12/11	N/A	N/A	Pending	IC 041. US 100 101 107

#4845-1694-4394