

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
Fiesta Palms LLC		11/22/2011	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	FP Holdings, L.P.
Street Address:	4321 W. Flamingo Road
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89103
Entity Type:	LIMITED PARTNERSHIP: NEVADA

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	2646679	PALMS A MALOOF CASINO RESORT
Registration Number:	2678712	PALMS A MALOOF CASINO RESORT
Registration Number:	2683569	POWER PAYCHECK
Registration Number:	2729772	PALMS A MALOOF CASINO RESORT
Registration Number:	2731555	AMP SALON
Registration Number:	2736238	CLUB PALMS
Registration Number:	2736239	PALMS SPA
Registration Number:	2742897	PALMS A MALOOF CASINO RESORT
Registration Number:	2742908	PALMS A MALOOF CASINO RESORT
Registration Number:	2746548	FANTASY MARKET BUFFET ALL YOU CAN EAT!
Registration Number:	2772084	PALMS A MALOOF CASINO RESORT
Registration Number:	2773483	PALMS
Registration Number:	2773484	PALMS
Registration Number:	2775360	PALMS CASINO RESORT

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Registration Number:	2781330	CLUB PALMS
Registration Number:	2795274	PALMS A MALOOF CASINO RESORT
Registration Number:	2804389	HURRICANE OF CASH
Registration Number:	2819261	PALMS CASINO RESORT
Registration Number:	2857392	SIDELINES SPORTS BAR
Registration Number:	2949069	PLAYPENS
Registration Number:	2949105	PALMS
Registration Number:	2969615	CLUB PALMS ALL STAR
Registration Number:	2969616	CLUB PALMS HALL OF FAMER
Registration Number:	2992731	PALMS A MALOOF CASINO RESORT
Registration Number:	3097131	PALMS GIRL
Registration Number:	3101128	PALMS
Registration Number:	3114586	SKY VILLAS
Registration Number:	3284829	THE MINT HIGH LIMIT LOUNGE
Registration Number:	3285568	PALMS GIRL
Registration Number:	3295520	THE G SUITE PALMS LAS VEGAS
Registration Number:	3314034	THE CRIB SUITE PALMS LAS VEGAS
Registration Number:	3314035	THE CRIB SUITE PALMS LAS VEGAS
Registration Number:	3390461	BISTRO BUFFET
Registration Number:	3407190	THE PEARL AT THE PALMS
Registration Number:	3416272	HOT PINK SUITE PALMS LAS VEGAS
Registration Number:	3416273	HOT PINK SUITE PALMS LAS VEGAS
Registration Number:	3417799	PEARL
Registration Number:	3421080	PALAPA LOUNGE
Registration Number:	3421081	PALAPA LOUNGE
Registration Number:	3447013	BISTRO BUFFET AT THE PALMS
Registration Number:	3452590	PEARL PALMS CONCERT THEATER
Registration Number:	3493944	PALMS LAS VEGAS DIRECTOR'S SUITE
Registration Number:	3493945	PALMS LAS VEGAS DIRECTOR'S SUITE
Registration Number:	3493946	EROTIC SUITE PALMS LAS VEGAS
Registration Number:	3493947	HOT PINK SUITE PALMS LAS VEGAS
Registration Number:	3493948	HOT PINK SUITE PALMS LAS VEGAS
Registration Number:	3494003	PALMS LAS VEGAS HARDWOOD SUITE ESTABLISHED 2005
Registration Number:	3545265	SHOW SHOWER
Registration Number:	3574104	PALMS LAS VEGAS

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REEL: 004684 FRAME: 0026

	3592467	DRIFT SPA AND HAMMAM
Registration Number:	3603626	ROJO LOUNGE AT PALMS PLACE
Registration Number:	3628859	SKY VILLA PALMS, LAS VEGAS
Registration Number:	3640533	ROJO LOUNGE
Registration Number:	3655950	EROTIC SUITE PALMS LAS VEGAS
Registration Number:	3698800	PALMS PLACE
Registration Number:	3717003	GET YOUR FANTASY ON
Registration Number:	3750252	SKYTUBE
Registration Number:	3756228	LAS VEGAS THE PALMS
Registration Number:	3892571	THE PALMS SAN FRANCISCO
Registration Number:	4050091	KINGPIN SUITE PALMS · LAS VEGAS
Registration Number:	4050100	KINGPIN SUITE PALMS · LAS VEGAS
Registration Number:	4010524	PALMS SLOTS PAY LOTS
Serial Number:	76618998	PALMS PLACE A MALOOF CONDOMINIUM HOTEL TOWER
Serial Number:	85378504	SKY CASINO
Serial Number:	78832514	CELEBRITY SUITE PALMS LAS VEGAS
Serial Number:	85329063	SLOT EMPORIUM

CORRESPONDENCE DATA

Fax Number: (212)728-8111
Phone: 2127288000
Email: ipdept@willkie.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Meghan M. Hungate
Address Line 1: 787 Seventh Avenue
Address Line 2: Willkie Farr & Gallagher LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	119902.00001 M HUNGATE
NAME OF SUBMITTER:	Meghan M. Hungate
Signature:	/meghanhungate/
Date:	12/21/2011

Total Attachments: 10
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TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT, made and entered into as of November 30, 2011 (this "*Trademark Assignment*") from Fiesta Palms LLC, a Nevada limited liability company ("*Assignor*") to FP Holdings, L.P., a Nevada limited partnership ("*Assignee*"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Transaction Agreement (as defined below).

WHEREAS, Assignor, Palms Place II, LLC, a Nevada limited liability company ("*Palms Place II*"), Assignee, and FP ParentCo, L.P., a Delaware limited partnership and a limited partner of Assignee ("*Parent*"), have entered into a Master Transaction Agreement, dated as of June 9, 2011 (as the same may be amended from time to time, the "*Transaction Agreement*"), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor and Palms Place II to Assignee of substantially all of the assets of Assignor and Palms Place II;

WHEREAS, pursuant to that certain Direction Letter, dated on even date herewith, by and among Assignor, Palms Place II, Assignee, Parent and PPII Holdings, a Nevada limited liability company wholly owned by Assignor ("*PPII Holdings*"), Assignee has assigned to PPII Holdings its right to purchase, acquire and assume from Palms Place II at the Closing all right, title and interest of Palms Place II in and to all the Acquired Assets in which Palms Place II has an interest in consideration for the assumption by PPII Holdings of the Assumed Liabilities of Palms Place II;

WHEREAS, it is the parties' intention to reflect the entirety of the sale, transfer, conveyance, assignment and delivery to Assignee of the Acquired Assets in which Assignor has an interest and the assumption by Assignee of the Assumed Liabilities of Assignor by the execution and delivery, at the Closing, of the following documents dated of even date herewith: (i) this Trademark Assignment; (ii) the Bill of Sale, (iii) the Assignment and Assumption Agreement, (iv) the Domain Name Assignment, and (v) the Copyright Assignment;

WHEREAS, the execution and delivery of this Trademark Assignment is a condition to the obligations of each of the parties to the Transaction Agreement to consummate the transactions contemplated by the Transaction Agreement;

WHEREAS, Assignor is the owner of the trademarks, trademark registrations and applications listed on Schedule A attached hereto, and all goodwill associated therewith (collectively the "*Marks*"); and

WHEREAS, in accordance with the terms of the Transaction Agreement, Assignor will assign all of its rights in and to the Marks to Assignee.

NOW, THEREFORE, in consideration of the premises and mutual covenants, terms, conditions and agreements contained herein and in the Transaction Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Sale and Assignment of the Marks. Effective as of the Closing, on the terms and subject to the conditions set forth in the Transaction Agreement, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all right, title and interest of Assignor in and to all of the Marks and all goodwill associated therewith, together with the right to recover damages and profits and to pursue all other remedies for past infringements thereof, free and clear of any and all Encumbrances (other than Permitted Encumbrances) of any and every kind, nature and description (provided that, with respect to only United States intent-to-use trademark applications and solely to the extent and during the period that the assignment thereof would impair, under the applicable federal law, the registrability of such application or the validity or enforceability of registrations issuing from such applications, the transfer of such applications hereunder shall not be effective until after such period has expired), and Assignee hereby irrevocably assumes from Assignor all of the duties, obligations and liabilities of every kind and description in connection with such Marks, whereupon Assignor shall be released from any further obligation or liability of any kind or description with respect thereto in each case to the extent set forth in the Transaction Agreement. It is expressly agreed that Assignee shall not assume the Excluded Assets or the Excluded Liabilities.

2. Authorization. Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to record, register and 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 Trademark Assignment.

3. Further Assurances. Subject to the provisions of this Trademark Assignment and the Transaction Agreement, each of the parties hereto agrees, at the sole cost and expense of the requesting party, to execute, acknowledge, deliver, file and record, at the reasonable request of the other party hereto, such further certificates, amendments, instruments and documents, and to do all such other acts and things, as such other party may reasonably request in order to carry out the intent and purpose of this Trademark Assignment. Assignor further covenants and agrees that Assignor will at any time upon request of Assignee made on a reasonable basis, and at Assignee's sole cost and expense, communicate to Assignee any material facts relating to the Marks known to Assignor.

4. Assignability; No Third-Party Beneficiaries. This Trademark Assignment shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing in this Trademark Assignment is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any Person other than the parties hereto.

5. Amendment, Waiver and Termination. This Trademark Assignment may not be amended or terminated, and no provision hereof may be waived, except by a writing signed by each of the parties hereto.

6. Subject to the Transaction Agreement. In the event of any conflict or other difference between the Transaction Agreement and this Trademark Assignment, the provisions of the Transaction Agreement shall govern and control.

7. Severability. If any provision of this Trademark Assignment is held to be illegal, invalid or unenforceable under any present or future law or regulation, and if the rights or obligations of any party hereto under this Trademark Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Trademark Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Trademark Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Trademark Assignment and (d) in lieu of such illegal, invalid or unenforceable provision, the parties shall negotiate in good faith to add to this Trademark Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8. Counterparts. This Trademark Assignment may be executed in several counterparts (including by facsimile or electronic delivery (PDF)), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

9. Governing Law. This Trademark Assignment and the transactions contemplated hereby, and all disputes between the parties under or related to this Trademark Assignment or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the Laws of the State of New York, applicable to contracts executed in and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the parties as of the date first above written.

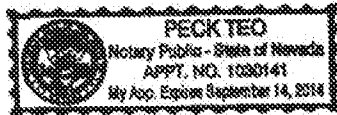
Fiesta Palms LLC

Date: 11/22/2011

[Signature]
Name: GEORGE J MALOOF
Title: MANAGER

STATE OF Nevada)
COUNTY OF Clark)

On this 22nd day of November, 2011, personally appeared before me George J. Maloof, known to me to be Manager of Fiesta Palms LLC, who acknowledged that he/she signed this instrument as a free act on behalf of Fiesta Palms LLC.



Peck Ted
Notary Public
My commission expires: September 14, 2014

AGREED AND ACKNOWLEDGED:

FP HOLDINGS, L.P.

By: Fiesta ParentCo, L.L.C., its general partner

By: FP/VoteCo, L.L.C., its sole member

Date: November 30, 2011



Name: Matthew Dillard

Title: Vice President

Schedule A to Trademark Assignment

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No./</u> <u>(Application No.)</u>

Owner	Serial No.	Reg. No.	Trademark	Filing Date	Country
Fiesta Palms, LLC	1412327		PALMS	10/3/2008	Canada
Fiesta Palms, LLC	1412328		PALMS	10/3/2008	Canada
Fiesta Palms, LLC	1412329		PALMS A MALOOF CASINO RESORT & DESIGN	10/3/2008	Canada
Fiesta Palms, LLC	952153	1089759	PALMS A MALOOF CASINO RESORT & DESIGN	8/1/2008	Mexico
Fiesta Palms, LLC	1009785	1110460	PALMS A MALOOF CASINO RESORT & DESIGN	6/1/2009	Mexico
Fiesta Palms, LLC	952151		PALMS	8/1/2008	Mexico
Fiesta Palms, LLC	952152		PALMS	8/1/2008	Mexico
Fiesta Palms, LLC	76097695	2646679	PALMS A MALOOF CASINO RESORT	7/27/2000	USA
Fiesta Palms, LLC	76097693	2678712	PALMS A MALOOF CASINO RESORT	7/27/2000	USA
Fiesta Palms, LLC	76408995	2683569	POWER PAYCHECK	5/16/2002	USA
Fiesta Palms, LLC	76100494	2729772	PALMS A MALOOF CASINO RESORT (Stylized)	8/1/2000	USA
Fiesta Palms, LLC	76387935	2731555	AMP SALON	3/27/2002	USA
Fiesta Palms, LLC	76408994	2736238	CLUB PALMS (and design)	5/16/2002	USA
Fiesta Palms, LLC	76408998	2736239	PALMS SPA (and design)	5/16/2002	USA
Fiesta Palms, LLC	76097696	2742897	PALMS A MALOOF CASINO RESORT	7/27/2000	USA

Owner	Serial No.	Reg. No.	Trademark	Filing Date	Country
Fiesta Palms, LLC	76100496	2742908	PALMS A MALOOF CASINO RESORT (and design)	8/1/2000	USA
Fiesta Palms, LLC	76408999	2746548	FANTASY MARKET BUFFET ALL YOU CAN EAT! (and design)	5/16/2002	USA
Fiesta Palms, LLC	76100491	2772084	PALMS A MALOOF CASINO RESORT (Stylized)	8/1/2000	USA
Fiesta Palms, LLC	76475479	2773483	PALMS	12/13/2002	USA
Fiesta Palms, LLC	76475480	2773484	PALMS	12/13/2002	USA
Fiesta Palms, LLC	76478488	2775360	PALMS CASINO RESORT	12/26/2002	USA
Fiesta Palms, LLC	76408997	2781330	CLUB PALMS (and design)	5/16/2002	USA
Fiesta Palms, LLC	76100493	2795274	PALMS A MALOOF CASINO RESORT	8/1/2000	USA
Fiesta Palms, LLC	76475478	2804389	HURRICANE OF CASH	12/13/2002	USA
Fiesta Palms, LLC	76496142	2819261	PALMS CASINO RESORT	3/10/2003	USA
Fiesta Palms, LLC	76475483	2857392	SIDELINES SPORTS BAR (and design)	12/13/2002	USA
Fiesta Palms, LLC	76486052	2949069	PLAYPENS	1/30/2003	USA
Fiesta Palms, LLC	76496143	2949105	PALMS	3/10/2003	USA
Fiesta Palms, LLC	76595047	2969615	CLUB PALMS ALL STAR	5/28/2004	USA
Fiesta Palms, LLC	76595048	2969616	CLUB PALMS HALL OF FAMER	5/28/2004	USA
Fiesta Palms, LLC	76097694	2992731	PALMS A MALOOF CASINO RESORT	7/27/2000	USA
Fiesta Palms, LLC	76613502	3097131	PALMS GIRL	9/23/2004	USA
Fiesta Palms, LLC	76496144	3101128	PALMS	3/10/2003	USA
Fiesta Palms, LLC	76486053	3114586	SKY VILLAS	1/30/2003	USA
Fiesta Palms, LLC	77043015	3284829	THE MINT HIGH LIMIT LOUNGE	11/13/2006	USA
Fiesta Palms, LLC	78650081	3285568	PALMS GIRL	6/14/2005	USA
Fiesta Palms, LLC	78832544	3295520	THE G SUITE PALMS LAS VEGAS (and design)	3/8/2006	USA

Owner	Serial No.	Reg. No.	Trademark	Filing Date	Country
Fiesta Palms, LLC	78759219	3314034	THE CRIB SUITE PALMS LAS VEGAS (and design)	11/22/2005	USA
Fiesta Palms, LLC	78759228	3314035	THE CRIB SUITE PALMS LAS VEGAS	11/22/2005	USA
Fiesta Palms, LLC	78938882	3390461	BISTRO BUFFET	7/27/2006	USA
Fiesta Palms, LLC	78904234	3407190	THE PEARL AT THE PALMS	6/8/2006	USA
Fiesta Palms, LLC	78977705	3416272	HOT PINK SUITE PALMS LAS VEGAS (and design)	11/22/2005	USA
Fiesta Palms, LLC	78977706	3416273	HOT PINK SUITE PALMS LAS VEGAS	11/22/2005	USA
Fiesta Palms, LLC	77252919	3417799	PEARL	8/10/2007	USA
Fiesta Palms, LLC	76475481	3421080	PALAPA LOUNGE (and design)	12/13/2002	USA
Fiesta Palms, LLC	76475484	3421081	PALAPA LOUNGE (and design)	12/13/2002	USA
Fiesta Palms, LLC	78938892	3447013	BISTRO BUFFET AT THE PALMS	7/27/2006	USA
Fiesta Palms, LLC	77252914	3452590	PEARL PALMS CONCERT THEATER	8/10/2007	USA
Fiesta Palms, LLC	78759152	3493944	PALMS LAS VEGAS DIRECTOR'S SUITE (and design)	11/22/2005	USA
Fiesta Palms, LLC	78759167	3493945	PALMS LAS VEGAS DIRECTOR'S SUITE	11/22/2005	USA
Fiesta Palms, LLC	78759190	3493946	EROTIC SUITE PALMS LAS VEGAS	11/22/2005	USA
Fiesta Palms, LLC	78759249	3493947	HOT PINK SUITE PALMS LAS VEGAS (and design)	11/22/2005	USA
Fiesta Palms, LLC	78759260	3493948	HOT PINK SUITE PALMS LAS VEGAS	11/22/2005	USA
Fiesta Palms, LLC	78832198	3494003	PALMS LAS VEGAS HARDWOOD SUITE ESTABLISHED 2005 (and design)	3/8/2006	USA
Fiesta Palms, LLC	78832662	3545265	SHOW SHOWER	3/8/2006	USA
Fiesta Palms, LLC	78915996	3574104	PALMS LAS VEGAS	6/23/2006	USA

Owner	Serial No.	Reg. No.	Trademark	Filing Date	Country
Fiesta Palms, LLC	77334067	3592467	DRIFT SPA AND HAMMAM	11/20/2007	USA
Fiesta Palms, LLC	77327513	3603626	ROJO LOUNGE AT PALMS PLACE	11/12/2007	USA
Fiesta Palms, LLC	78759284	3628859	SKY VILLA PALMS, LAS VEGAS (and design)	11/22/2005	USA
Fiesta Palms, LLC	77327534	3640533	ROJO LOUNGE (Stylized)	11/12/2007	USA
Fiesta Palms, LLC	78759178	3655950	EROTIC SUITE PALMS LAS VEGAS (and design)	11/22/2005	USA
Fiesta Palms, LLC	77708856	3698800	PALMS PLACE	4/7/2009	USA
Fiesta Palms, LLC	78832672	3717003	GET YOUR FANTASY ON	3/8/2006	USA
Fiesta Palms, LLC	77276774	3750252	SKYTUBE	9/11/2007	USA
Fiesta Palms, LLC	78920281	3756228	LAS VEGAS THE PALMS	6/29/2006	USA
Fiesta Palms, LLC	78825804	3892571	THE PALMS SAN FRANCISCO	2/28/2006	USA
Fiesta Palms, LLC	78832319	4050091	KINGPIN SUITE PALMS · LAS VEGAS (and design)	3/8/2006	USA
Fiesta Palms, LLC	78981425	4050100	KINGPIN SUITE PALMS · LAS VEGAS	3/8/2006	USA
Fiesta Palms, LLC	85158303	4010524	PALMS SLOTS PAY LOTS	10/21/2010	USA
Fiesta Palms, LLC	76618998		PALMS PLACE A MALOOF CONDOMINIUM HOTEL TOWER	11/1/2004	USA
Fiesta Palms, LLC	85378504		SKY CASINO	7/22/2011	USA
Fiesta Palms, LLC	78832514		CELEBRITY SUITE PALMS LAS VEGAS (and design)	3/8/2006	USA
Fiesta Palms, LLC	85329063		SLOT EMPORIUM	5/24/2011	USA
Fiesta Palms, LLC	SM00340704		POWER PAYCHECK & Design	4/29/2002	USA - Nevada
Fiesta Palms, LLC	SM00340705		CLUB PALMS & Design	4/29/2002	USA - Nevada
Fiesta Palms, LLC	SM00340706		CLUB PALMS	4/29/2002	USA - Nevada

Owner	Serial No.	Reg. No.	Trademark	Filing Date	Country
Fiesta Palms, LLC	SM00340708		PALAPA LOUNGE & Design	4/29/2002	USA - Nevada
Fiesta Palms, LLC	SM00340709		FANTASY MARKET BUFFET ALL YOU CAN EAT! & Design	4/29/2002	USA - Nevada
Fiesta Palms, LLC	SM00340710		ROLLER LOUNGE	4/29/2002	USA - Nevada
Fiesta Palms, LLC	SM00340711		SUNRISE CAFÉ	4/29/2002	USA - Nevada
Fiesta Palms, LLC	SM00340712		PALMS SPA & Design	4/29/2002	USA - Nevada
Fiesta Palms, LLC	SM00340721		SIDELINES SPORTS BAR	5/6/2002	USA - Nevada
Fiesta Palms, LLC	SM00350172		HURRICANE OF CASH	12/16/2002	USA - Nevada
Fiesta Palms, LLC	SM00350173		PALMS	12/16/2002	USA - Nevada
Fiesta Palms, LLC	SM00350174		PALMS	12/16/2002	USA - Nevada
Fiesta Palms, LLC	SM00350175		PALMS	12/16/2002	USA - Nevada
Fiesta Palms, LLC	SM00350229		PALMS CASINO RESORT	12/30/2002	USA - Nevada
Fiesta Palms, LLC	SM00350372		PALMS CASINO RESORT	3/11/2003	USA - Nevada