

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golden Gaming, LLC (formerly known as Golden Gaming, Inc.)		02/29/2012	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	ABC Funding, LLC, as Administrative Agent
Street Address:	222 Berkeley Street, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3029804	SIERRA GOLD
Registration Number:	3233863	SIERRA GOLD
Registration Number:	2973734	SIERRA GOLD
Registration Number:	3218537	SIERRA GOLD
Registration Number:	3409116	PT'S
Registration Number:	3422910	PT'S
Registration Number:	3205892	GOLDEN TAVERN GROUP
Registration Number:	3205894	GOLDEN TAVERN GROUP
Registration Number:	3131570	GOLDEN REWARDS
Registration Number:	3205888	GOLDEN CASINO GROUP
Registration Number:	3205891	GOLDEN CASINO GROUP
Registration Number:	3741243	GOLD PASS
Registration Number:	3205895	GOLD BAR
Registration Number:	3747592	GOLDEN BAD BEAT

TRADEMARK

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Registration Number:	3764507	GOLDEN BAD BEAT
Registration Number:	3372386	GOLDEN GAMING
Registration Number:	3372387	GOLDEN GAMING
Registration Number:	3359463	NUGGET HOTEL CASINO PAHRUMP NEVADA
Registration Number:	3356032	NUGGET HOTEL CASINO PAHRUMP NEVADA
Registration Number:	3504946	I WANT MY PT'S
Registration Number:	3504947	I WANT MY PT'S
Registration Number:	3833352	SIERRA GOLD A NEVADA STYLE TAVERN
Registration Number:	3820157	SIERRA GOLD A NEVADA STYLE TAVERN LAS VEGAS HENDERSON RENO N. LAS VEGAS

CORRESPONDENCE DATA

Fax Number: (714)755-8290
 Email: ipdocket@lw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive
 Address Line 2: Suite 2000
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042943-0057
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	03/22/2012

Total Attachments: 19
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, extended, supplemented, reaffirmed or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of February 29, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of ABC FUNDING, LLC in its capacity as administrative agent for the benefit of the Secured Parties (together with its successors and assigns in such capacity, the “*Administrative Agent*”).

WHEREAS, Golden Gaming, LLC, a Nevada limited liability company (formerly known as Golden Gaming, Inc., the “*Borrower*”), is a party to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, extended, supplemented, reaffirmed or otherwise modified from time to time, the “*Credit Agreement*”), by and among the Borrower, 77 Golden Gaming, LLC, a Nevada limited liability company (“*Holdings*”), the Administrative Agent and the lenders party thereto. Capitalized terms used herein that are defined in the Credit Agreement and not otherwise defined in this IP Security Agreement shall have the meanings defined for those terms in the Credit Agreement or, if not defined therein, in the UCC. Additionally, any terms used herein, whether or not capitalized, that have meaning ascribed thereto in the UCC shall be given such meanings unless expressly provided to the contrary. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC. Additionally, terms or phrases when used herein shall have the meaning given to them in Section 1.02 of the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, Borrower, Holdings and each of the other Grantors have executed and delivered that certain Second Lien Security Agreement dated as of the date hereof made by the Grantors in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, restated, extended, supplemented, reaffirmed or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a second priority security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a second priority security interest in, and continuing Lien on, all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter acquired (the “*Collateral*”):

- (i) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, “*Patent(s)*”), now owned or hereafter acquired by such Grantor including, without

limitation, (i) the patents and patent applications set forth on Schedule A – Part I attached hereto, and (ii) all inventions and improvements described therein;

(ii) all agreements, licenses and covenants providing for the granting of any right in or to any Patents (whether any Grantor is licensee or licensor thereunder) or otherwise providing for a covenant not to sue for infringement of any Patent, including, without limitation, each agreement referred to in Schedule A – Part II attached hereto;

(iii) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing, all registrations and applications thereof (collectively, “**Trademark(s)**”), whether now owned or hereafter acquired by such Grantor, including, without limitation, the registrations and applications set forth on Schedule A – Part III attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(iv) all agreements, licenses and covenants providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Grantor is licensee or licensor thereunder) including, without limitation, the agreements set forth on Schedule A – Part IV attached hereto;

(v) all trade secrets and all other confidential or proprietary information and know-how whether or not the foregoing has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to the foregoing (collectively, the “**Trade Secret(s)**”) whether now owned or hereafter acquired by such Grantor;

(vi) all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, the agreements set forth on Schedule A – Part V attached hereto;

(vii) all United States, and foreign copyrights (including community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing, all registrations and applications thereof (collectively, the “**Copyright(s)**”), whether now owned or hereafter acquired by such Grantor, including, without limitation, the registrations and applications referred to in Schedule A – Part VI attached hereto;

(viii) all agreements, licenses and covenants providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder) or otherwise providing for a covenant not to sue for infringement of any Copyright including, without limitation, the agreements set forth on Schedule A – Part VII attached hereto;

(ix) with respect to any and all of the foregoing, (A) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, (B) all rights in the foregoing provided under common-law, by international treaties or conventions, (C) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (D) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(x) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(xi) any and all proceeds of, collateral for, income, royalties, license fees, payments, claims, damages, proceeds of suit and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a second priority security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise and each of them, when due, whether at stated maturity, by required prepayment, declaration or acceleration, demand or otherwise (including the payment of any amounts that would become due but for the operation of an automatic stay under Section 362(a) of the Bankruptcy Code). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party. Notwithstanding anything in this IP Security Agreement to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this IP Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof (as amended, restated, extended, supplemented, reaffirmed or otherwise modified from time to time, the “***Intercreditor Agreement***”), among the Borrower, the First Lien Administrative Agent (as defined in the Intercreditor Agreement), the Administrative Agent and each other party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed and delivered in any number of counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the second priority security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. **THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTERESTS GRANTED HEREUNDER)).**

SECTION 7. Submission to Jurisdiction; Waiver of Jury Trial; Waiver of Venue. **THE PROVISIONS OF (A) IN THE CASE OF THE BORROWER, THE CREDIT AGREEMENT AND (B) IN THE CASE OF EACH OTHER GRANTOR, THE GUARANTY, UNDER THE HEADINGS “SUBMISSION TO JURISDICTION”, “WAIVER OF JURY TRIAL” AND “WAIVER OF VENUE” ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT OR THE GUARANTY.**

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

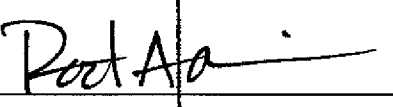
"Grantors"

GOLDEN GAMING, LLC,
a Nevada limited liability company

By: 
Name: ROD ATAMIAN
Title: MANAGER

GOLDEN AVIATION, LLC,
a Nevada limited liability company
GOLDEN GOLF MANAGEMENT, LLC,
a Nevada limited liability company
GOLDEN HRC, LLC,
a Nevada limited liability company
GOLDEN PAHRUMP NUGGET, LLC,
a Nevada limited liability company
GOLDEN PAHRUMP TOWN, LLC,
a Nevada limited liability company
GOLDEN PAHRUMP LAKESIDE, LLC,
a Nevada limited liability company
GOLDEN ROUTE OPERATIONS, LLC,
a Nevada limited liability company
GOLDEN TAVERN RESTAURANTS, LLC,
a Nevada limited liability company
GOLDEN TAVERN GROUP, LLC,
a Nevada limited liability company

By: Golden Gaming, LLC,
their sole member/manager

By: 
Name: ROD ATAMIAN
Title: MANAGER

E-T-T, LLC,
a Nevada limited liability company
MARKET GAMING, LLC,
a Nevada limited liability company

By: Golden Route Operations, LLC,
their sole member/manager

By: Golden Gaming, LLC,
its sole member/manager

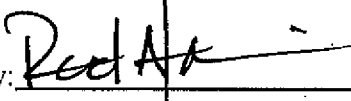
By: 
Name: ROD ATAMIAN
Title: MANAGER

CARDIVAN, LLC,
a Nevada limited liability company
CORRAL COUNTRY COIN, LLC,
a Nevada limited liability company

By: E-T-T, LLC,
their sole member/manager

By: Golden Route Operations, LLC,
its sole member/manager

By: Golden Gaming, LLC,
its sole member/manager

By: 
Name: ROD ATAMIAN
Title: MANAGER

GOLDEN-PT'S PUB HENDERSON 1, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB STEWART-NELLIS 2, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB EAST SAHARA 3, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB RANCHO 4, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB CHEYENNE-NELLIS 5, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB SUMMERLIN 6, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB VEGAS VALLEY 7, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB WEST SAHARA 8, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB SPRING MOUNTAIN 9, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB FLAMINGO 10, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB RAINBOW 11, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB DURANGO 12, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB WARM SPRINGS 13, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB TWAIN 14, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB TROPICANA 15, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB WINTERWOOD 16, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB SUNSET-PECOS 17, LLC,
a Nevada limited liability company

By: Golden Tavern Group, LLC,
their sole member/manager

By: Golden Gaming, LLC,
its sole member/manager

By: 
Name: ROD ATAMIAN
Title: MANAGER

GOLDEN-PT'S PUB MLK 18, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB TUNES 19, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB DECATUR-HACIENDA 20, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB DECATUR-SOBB 21, LLC,
a Nevada limited liability company
**GOLDEN-PT'S PUB SILVERADO-
MARYLAND 22, LLC,**
a Nevada limited liability company
**GOLDEN-PT'S PUB SILVERADO-BERMUDA
23, LLC,** a Nevada limited liability company
GOLDEN-PT'S PUB SUNRISE 24, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB HUALAPAI 25, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB BIG GAME 26, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB CANTINA 27, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB FERNLEY 28, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB FORT APACHE 29, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB ANN 30, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB RUSSELL 31, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB CENTENNIAL 32, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB HORIZON 33, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB ST. ROSE 35, LLC,
a Nevada limited liability company

By: Golden Tavern Group, LLC,
their sole member/manager

By: Golden Gaming, LLC,
its sole member/manager

By: 
Name: ROD ATAMIAN
Title: MANAGER

GOLDEN-PT'S PUB EASTERN 36, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB RACETRACK 37, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB ANTHEM 38, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB SUNSET-BUFFALO 39, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB TRIPLE BAR 40, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB OCEANS 41, LLC,
a Nevada limited liability company
GOLDEN-PT'S PUB DESERT INN 42, LLC,
a Nevada limited liability company
SPARKY'S PRATER 1, LLC,
a Nevada limited liability company
SPARKY'S DOGHOUSE 2, LLC,
a Nevada limited liability company
SPARKY'S MCCARRAN 3, LLC,
a Nevada limited liability company
SPARKY'S LONGLEY 4, LLC,
a Nevada limited liability company
SPARKY'S MT. ROSE 5, LLC,
a Nevada limited liability company
SPARKY'S SOUTH CARSON 7, LLC
a Nevada limited liability company
SPARKY'S SOUTH MEADOWS 8, LLC,
a Nevada limited liability company
GOLDEN-SIERRA GOLD DOUBLE R1, LLC,
a Nevada limited liability company
GOLDEN-SIERRA JUNCTION DOUBLE R2,
LLC, a Nevada limited liability company

By: Golden Tavern Group, LLC,
their sole member/manager

By: Golden Gaming, LLC,
its sole member/manager

By: 
Name: ROD ATAMIAN
Title: MANAGER

SIERRA GOLD JONES 3, LLC,
a Nevada limited liability company
SIERRA GOLD BUFFALO 4, LLC,
a Nevada limited liability company
SIERRA GOLD STEPHANIE 5, LLC,
a Nevada limited liability company
SIERRA GOLD ALIANTE 6, LLC,
a Nevada limited liability company
GOLDEN RR BUFFALO 1, LLC,
a Nevada limited liability company
GOLDEN RR FLAMINGO 2, LLC,
a Nevada limited liability company
GOLDEN RR EASTERN 3, LLC,
a Nevada limited liability company
GOLDEN RR CENTENNIAL 4, LLC,
a Nevada limited liability company

By: Golden Tavern Group, LLC,
their sole member/manager

By: Golden Gaming, LLC,
its sole member/manager

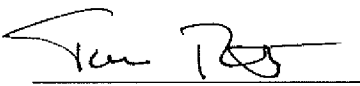
By: 
Name: ROD ATAMIAN
Title: MANAGER

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

ABC FUNDING, LLC,
as Administrative Agent

By: Summit Partners, L.P., its Manager

By: Summit Master Company, LLC,
its General Partner

By: 
Name: Tom Roberts
Title: Member

Schedule A

Part I – Patents

EXISTING AND PENDING PATENTS			
<u>Owner</u>	<u>Title</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
Golden Gaming, Inc.	METHOD AND SYSTEM FOR PROVIDING A BONUS AWARD TO MULTIPLE PLAYERS PLAYING GAMING MACHINES ON A NETWORK BASED ON A WINNING OUTCOME AT A SINGLE LINKED MACHINE	Application #: 11184121 (USPTO)	July 18, 2008
ETT, LLC	PLAYER TRACKING SYSTEM	Application #: 10809536 Patent #: 8070598 (USPTO)	March 24, 2004 Patent Issue Date: Dec. 6, 2011
ETT, LLC	CASINO PLAYER PAYMENT SYSTEM	Application #: 11216714 (USPTO)	August 31, 2005

Part II – Patent Licenses

- Golden Gaming, LLC (formerly Golden Gaming, Inc.), Golden Route Operations, LLC and Golden Tavern Group, LLC are licensees of U.S. Patent Nos. 6,763,998 and 6,896,180 owned by United Coin Machine Co.
- Golden Gaming, LLC (formerly Golden Gaming, Inc.), and Golden Route Operations, LLC are licensees from Ardent Progressive Systems and Games, LLC of its IP rights in the licensed technology listed as follows (collectively, the "Licensed Technology"):
 - Slot Accounting System, including source to all components of the Slot Accounting System.
 - Golden's fixes to the Slot Accounting System, including source to those fixes.
 - TITO (Ticketing source code across all code platforms (Delphi, SMIB, etc.)).
 - Safe documentation and safe protocol instruction set from De La Rue.
 - Letter from ETT/Ardent to De La Rue that neither ETT or Arden will prevent or prohibit direct safe purchases by Golden.
 - Definitions of codes referenced in error files generated by the Slot Accounting System relating to component failures.
- Golden Gaming, LLC (formerly Golden Gaming, Inc.), and Golden Route Operations, LLC are licensees from E-T-T, Inc., of its IP rights in the Licensed Technology.
- Golden Gaming, LLC (formerly Golden Gaming, Inc.), and Golden Route Operations, LLC are licensees from E-T-T, Inc., of its IP rights in the Safe Patents and Secure Safe System listed as follows:
 - U.S. Provisional App. Serial No. 60/458,852 filed March 27, 2003.
 - U.S. Application Serial No. 10/809,536 file March 24, 2004; Title: Player Tracking System – filed from provisional above.
 - U.S. Patent App. Serial No. 11/216,714 filed August 31, 2005; Title: Player Tracking System CIP from patent application above for safe functions which claims benefit of 60/458,852.
- Golden Gaming, LLC (formerly Golden Gaming, Inc.), and Golden Route Operations, LLC are licensors to Ardent Progressive Systems and Games, LLC and E-T-T, Inc. of its rights in the Licensed Technology.

[Schedule A]

- Golden Gaming, LLC (formerly Golden Gaming, Inc.), and Golden Route Operations, LLC are licensors to Ardent Progressive Systems and Games, LLC of its ARIS Player Tracking System - this license is limited to the Prospector Casino, and Hotel Nevada, both located in Ely, NV.

Part III – Trademarks

EXISTING AND PENDING TRADEMARKS			
<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
NEVADA			
Golden Gaming, Inc.	GOLDEN GAMING (Service Mark Class 107)	SM00340436 (Nevada Secretary of State)	January 7, 2002
Golden Gaming, Inc.	GOLDEN REWARDS (Service Mark Class 107)	SM00350764 (Nevada Secretary of State)	August 20, 2003
Golden Gaming, Inc.	GOLDEN ROUTE OPERATIONS (Service Mark Class 107)	SM00360434 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S ENTERTAINMENT GROUP (Service Mark Class 107)	SM00360436 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S GOLD LAS VEGAS (Service Mark Class 107)	SM00360440 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S GOLD LAS VEGAS (Service Mark Class 100)	SM00360441 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S PLACE (Service Mark Class 100)	SM00260439 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S PLACE (Service Mark Class 107)	SM00360438 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S PUB (Service Mark Class 100)	SM00360443 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S PUB (Trademark Class 39)	TM00360473 (Nevada Secretary of State)	June 2, 2004
Golden Gaming, Inc.	P.T.'s PUB (Trade Name Class 100)	TN00290077	June 13, 1996 (renewed on May 30, 2001 and June 13, 2006)
Golden Gaming, Inc.	P.T.'s PUB (Service Mark Class 107)	TN00290076	June 13, 1996 (renewed on May 5, 2001 and June 6, 2006)
Golden Gaming, Inc.	PT'S PUB (Service Mark Class 107)	SM00360442 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	RENO'S TOP DOG (Service Mark Class 100)	SM00360435 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	SPARKY'S (Service Mark Class 100)	SM00360437 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	A NEVADA STYLE TAVERN (Service Mark Class 100)	E0411162005-4 (Nevada Secretary of State)	June 23, 2005
Golden Gaming, Inc.	A NEVADA STYLE TAVERN (Service Mark Class 101)	E0246732005-2 (Nevada Secretary of State)	April 28, 2005
Golden Gaming, Inc.	SIERRA GOLD A NEVADA STYLE	E0246652005-2 (Nevada Secretary of State)	April 28, 2005

[Schedule A]

EXISTING AND PENDING TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
	TAVERN (Service Mark Class 100)		
Golden Gaming, Inc.	SIERRA GOLD A NEVADA STYLE TAVERN (Service Mark Class 101)	E0246712005-0(Nevada Secretary of State)	April 28, 2005
Golden Pahrump Nugget, LLC	PAHRUMP NUGGET (Service Mark Class 100)	SM00330769 (Nevada Secretary of State)	March 27, 2001 (renewed October 31, 2005)
Golden Pahrump Nugget, LLC	PAHRUMP NUGGET (Service Mark Class 101)	SM00330770 (Nevada Secretary of State)	March 27, 2001 (renewed October 31, 2005)
Golden Gaming, Inc.	GOLD MINER'S BUFFET (Service Mark Class 100)	E0412782007-1(Nevada Secretary of State)	June 11, 2007
Golden Gaming, Inc.	GOLDEN HARVEST CAFE (Service Mark Class 100)	E0412902007-7(Nevada Secretary of State)	June 11, 2007
Golden Gaming, Inc.	REAL.LOCAL.PLAY. (Service Mark Class 100)	SM00350112(Nevada Secretary of State)	October 23, 2002
Golden Gaming, Inc.	SIERRA JUNCTION (Service Mark Class 100)	E0412832007-8(Nevada Secretary of State)	June 11, 2007
Golden Gaming, Inc.	SIERRA JUNCTION (Service Mark Class 101)	E0415872007-5(Nevada Secretary of State)	June 11, 2007
Golden Gaming, Inc.	STOCKMAN'S STEAK HOUSE (Service Mark Class 100)	E0412682007-9(Nevada Secretary of State)	June 11, 2007
Golden Tavern Group, LLC	BEER & BITES CLUB (Service Mark Class 101)	E0134292011-1(Nevada Secretary of State)	March 3, 2011
Golden Tavern Group, LLC	BEER & BITES CLUB (stylized and/or with design)(Service Mark Class 101)	E0133962011-1(Nevada Secretary of State)	March 3, 2011
Golden Gaming, Inc.	I WANT MY PT'S (Service Mark Class 100)	E0116702008-0(Nevada Secretary of State)	February 19, 2008
Golden Gaming, Inc.	I WANT MY PT'S (Service Mark Class 101)	E0116702008-5(Nevada Secretary of State)	February 19, 2008
Golden Gaming, Inc.	PT'S (Service Mark Class 39)	TM00290074 (Nevada Secretary of State)	June 13, 1996
Golden Gaming, Inc.	PT'S (Service Mark Class 38)	E0579882007-3(Nevada Secretary of State)	August 16, 2007
Golden Gaming, Inc.	GOLDEN CASINO GROUP (Service Mark Class 42)	CO20051369502 (Colorado)	October 3, 2005
Golden Gaming, Inc.	GOLDEN CASINO GROUP (Service Mark Class 41)	CO20051369500 (Colorado)	October 3, 2005
Golden Gaming, Inc.	GOLDEN GAMING (Service Mark Class 42)	CO20051369479 (Colorado)	October 3, 2005
Golden Gaming, Inc.	GOLDEN GAMING (Service Mark Class 41)	CO20051369477 (Colorado)	October 3, 2005
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EXISTING AND PENDING TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
Golden Gaming, Inc.	SIERRA GOLD (Trademark Class 25)	Serial #: 76548403 Registration #: 3029804 (USPTO)	Filing Date: Sept. 15, 2003 Registration Date: Dec. 13, 2005
Golden Gaming, Inc.	SIERRA GOLD (Trademark Class 32)	Serial #: 76548404 Registration #: 3233863 (USPTO)	Filing Date: Sept. 15, 2003 Registration Date: Apr. 24, 2007
Golden Gaming, Inc.	SIERRA GOLD (Trademark Class 41)	Serial #: 78298808 Registration #: 2973734 (USPTO)	Filing Date: Sep. 10, 2003 Registration Date: Jul. 19, 2005
Golden Gaming, Inc.	SIERRA GOLD (Trademark Class 43)	Serial #: 78298779 Registration #: 3218537 (USPTO)	Filing Date: Sep. 10, 2003 Registration Date: Mar. 13, 2007
Golden Gaming, Inc.	SIERRA GOLD CASINO (Trademark Class 41)	Serial #: 85372775 (USPTO)	Filing Date: Jul. 15, 2011 Registration Date: Not Available
Golden Gaming, Inc.	SIERRA GOLD CASINO (Trademark Class 43)	Serial #: 85372821 (USPTO)	Filing Date: Jul. 15, 2011 Registration Date: Not Available
Golden Gaming, Inc.	P.T.'s (Trademark Class 41)	Serial #: 78851688 Registration #: 3409116 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Apr. 8, 2008
Golden Gaming, Inc.	P.T.'s (Trademark Class 43)	Serial #: 78851694 Registration #: 3422910 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: May 6, 2008
Golden Gaming, Inc.	GOLDEN TAVERN GROUP (Trademark Class 41)	Serial #: 78851666 Registration #: 3205892 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, Inc.	GOLDEN TAVERN GROUP (Trademark Class 43)	Serial #: 78851678 Registration #: 3205894 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, Inc.	GOLDEN REWARDS (Trademark Class 41)	Serial #: 76559979 Registration #: 3131570 (USPTO)	Filing Date: Oct. 30, 2003 Registration Date: Aug. 22, 2006
Golden Gaming, Inc.	GOLDEN CASINO GROUP (Trademark Class 41)	Serial # 78851617 Registration #: 3205888 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, Inc.	GOLDEN CASINO GROUP (Trademark Class 43)	Serial # 78851647 Registration #: 3205891 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, Inc.	GOLD PASS (Trademark Class 41)	Serial # 78884010 Registration #: 3741243 (USPTO)	Filing Date: May 15, 2006 Registration Date: Jan. 19, 2010
Golden Gaming, Inc.	GOLD BAR (Trademark Class 43)	Serial # 78851700 Registration #: 3205895 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, Inc.	GOLDEN BAD BEAT (Trademark Class 41)	Serial # 77591796 Registration #: 3747592 (USPTO)	Filing Date: Oct. 13, 2008 Registration Date: Feb. 9, 2010
Golden Gaming, Inc.	GOLDEN BAD BEAT (Trademark Class 28)	Serial # 77591801 Registration #: 3764507 (USPTO)	Filing Date: Oct. 13, 2008 Registration Date: Mar. 23, 2010
Golden Gaming, Inc.	GOLDEN GAMING	Serial # 77184195	Filing Date: May 17, 2007

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**TRADEMARK
REEL: 004741 FRAME: 0910**

EXISTING AND PENDING TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
	(Trademark Class 41)	Registration #: 3372386 (USPTO)	Registration Date: Jan. 22, 2008
Golden Gaming, Inc.	GOLDEN GAMING (Trademark Class 43)	Serial # 77184197 Registration #: 3372387 (USPTO)	Filing Date: May 17, 2001 Registration Date: Jan. 22, 2008
Golden Gaming, Inc.	NEVADA REWARDS (Trademark Class 41)	Serial # 85509765 Registration #: Not Available (USPTO)	Filing Date: Jan. 5, 2012 Registration Date: Not Available
Golden Gaming, Inc.	NEVADA REWARDS (Trademark Class 35)	Serial # 85509747 Registration #: Not Available (USPTO)	Filing Date: Jan. 5, 2012 Registration Date: Not Available
Golden Gaming, Inc.	NUGGET HOTEL CASINO PAHRUMP NEVADA (and design) (Trademark Class 43)	Serial # 77200815 Registration #: 3359463 (USPTO)	Filing Date: Jun. 7, 2007 Registration Date: Dec. 25, 2007
Golden Gaming, Inc.	NUGGET HOTEL CASINO PAHRUMP NEVADA (and design) (Trademark Class 41)	Serial # 77200836 Registration #: 3356032 (USPTO)	Filing Date: Jun. 7, 2007 Registration Date: Dec. 18, 2007
Golden Gaming, Inc.	SIERRA GOLD CASINO (Trademark Class 35)	Serial # 85372799 Registration #: Not Available (USPTO)	Filing Date: Jul. 15, 2011 Registration Date: Not Available
Golden Gaming, Inc.	THE MEGA WHEEL (Trademark Class 35)	Serial # 85522701 Registration #: Not Available (USPTO)	Filing Date: Jan. 23, 2012 Registration Date: Not Available
Golden Gaming, Inc.	THE MEGA WHEEL (Trademark Class 41)	Serial # 85522705 Registration #: Not Available (USPTO)	Filing Date: Jan. 23, 2012 Registration Date: Not Available
Golden Tavern Group, LLC	BEER & BITES CLUB (stylized and/or with design) (Trademark Class 43)	Serial # 85029771 Registration #: 3893542 (USPTO)	Filing Date: May 4, 2010 Registration Date: Dec. 21, 2010
Golden Tavern Group, LLC	BEER & BITES CLUB (Trademark Class 43)	Serial # 85029674 Registration #: 3893531 (USPTO)	Filing Date: May 4, 2010 Registration Date: Dec 21, 2010
Golden Gaming, Inc.	I WANT MY PT'S (Trademark Class 43)	Serial # 77402000 Registration #: 3504946 (USPTO)	Filing Date: Feb. 20, 2008 Registration Date: Sep. 23, 2008
Golden Gaming, Inc.	I WANT MY PT'S (Trademark Class 41)	Serial # 77402002 Registration #: 3504947 (USPTO)	Filing Date: Feb. 20, 2008 Registration Date: Sep. 23, 2008
Golden Gaming, Inc.	SIERRA GOLD A NEVADA STYLE TAVERN (Trademark Class 41)	Serial # 77590730 Registration #: 3833352 (USPTO)	Filing Date: Oct. 10, 2008 Registration Date: Aug. 17, 2010
Golden Gaming, Inc.	SIERRA GOLD A NEVADA STYLE TAVERN LAS VEGAS HENDERSON RENO N. LAS VEGAS (Trademark	Serial # 77590766 Registration #: 3820157 (USPTO)	Filing Date: Oct. 10, 2008 Registration Date: Jul. 20, 2010

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**TRADEMARK
REEL: 004741 FRAME: 0911**

EXISTING AND PENDING TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
	Class 43)		

Domain Name Registrations

ettslots.com
terribleslakesidecasino.com
terribleslakesidecasinoresort.com
terribleslakesidecasinorvpark.com
terriblestownpahump.com
terribleslakeside.com
goldenvegasgames.net
goldengaming.net
gginet.info
golden-rewards.com
goldencasinogroup.com
goldengaminginckansas.com
goldengulchcasino.com
goldeninfo.net
goldenjazzalley.com
goldenrouteoperations.com
goldentaverngroup.com
grogoldpass.com
gronv.com
milehighclublv.com
milehighclubsg.com
palefacebarandgrille.com
palefacesaloon.com
palefacesaloonandgrille.com
palefacewateringhole.com
ptspub.com
ptspubs.com
ptstogo.com
sartinient.com
sartinienterprises.com
sierraentertainmentgroup.com
sierragoldcasinoandhotel.com
sierragoldentertainment.com
sierragoldhotelandcasino.com
sierragoldnv.com
sierragoldtavern.com
sierragoldtogo.com
sierratavern.com
sparkyscountry.com
sparkysentertainmentgroup.com
sparkysgrill.com
sparkysroadhousecarson.com
sparkystogo.com
supergoldenjackpot.com
theloftvegas.com
PTTGLV.COM

[Schedule A]

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**TRADEMARK
REEL: 004741 FRAME: 0912**

Domain Name Registrations
GOLDENINTERActive - Locked.COM
GOLDENGAMINGINTERActive - Locked.COM
NOBLUFFINTERActive - Locked.COM
SARTINIINTERActive - Locked.COM
PAHRUMPNUGGETPOKER.COM
PTEGPOKER.COM
PTSPOKER.BIZ
PTSPOKER.COM
PTSPOKER.NET
PTSPOKER.TV
PTSPOKER.US
SIERRAGOLDPOKER.COM
SIERRAGOLDPOKER.NET
PTSPOKER.INFO
PTSPOKER.ME
PTSPOKER.ORG
WINAMAXBINGO.COM
WINAMAXBINGO.NET
WINAMAXSLOTS.COM
WINAMAXSLOTS.NET
WINAMAXSPORTS.COM
WINAMAXSPORTS.NET
GROGAMING.COM
GRONEVADA.COM
GROPARTNER.COM
GROROUTE.COM
PTEGRENO.COM
PTSENTERTAINMENT.COM
PTSENTERTAINMENTGROUP.COM
MYPTSTAVERN.COM
MYSIERRAGOLD.COM
PTSTAVERN.COM
GGILV.COM
SHAKERSHAKE.COM
SHAKERSMILKSHAKE.COM
MYCLUBNUGGET.COM
MYPHRUMPNUGGET.COM
PTSTAVERN.COM
SIERRAGOLDLV.COM
SIERRAGOLDRENO.COM
SPARKYSRENO.COM
MYBEERANDBITES.COM
MYBEERANDBITESRENO.COM
GOLDIESNEVADA.COM
GOLDIESSLOTCASINO.COM
nevada-rewards.com
pahrumpnugget.com

Part IV – Trademark Licenses

none

Part V – Trade Secret Licenses

[Schedule A]

none

Part VI – Copyrights

EXISTING AND PENDING COPYRIGHTS			
<u>Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Date of Filing(s)</u>
Golden Gaming, Inc.	ARDENT ROUTE INFORMATION SYSTEM	TX0006850168	Registration Date: June 27, 2008

Part VII – Copyright Licenses

none

[Schedule A]

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