

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STOCKBRIDGE/SBE HOLDINGS, LLC		05/02/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYCORP REAL ESTATE CAPITAL MARKETS, INC., as Collateral Agent		
Street Address:	11501 OUTLOOK STREET, SUITE 300		
City:	OVERLAND PARK		
State/Country:	KANSAS		
Postal Code:	66211		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3875501	B3	
Registration Number:	3033000	EZMONEY	
Registration Number:	2500974	SPEED THE RIDE	
Registration Number:	0824612	SAHARA	
Registration Number:	3706873	SAHARA	
Registration Number:	3546734	SAHARA	
Registration Number:	3222400	SAHARA	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	THOMAS FAHEY		
Address Line 1:	1100 G ST NW, SUITE 420		

OP \$190.00 3875501

Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F139080
NAME OF SUBMITTER:	Sonya Jackman
Signature:	/Sonya Jackman/
Date:	05/02/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 2, 2012, by STOCKBRIDGE/SBE HOLDINGS, LLC (the "Pledgor"), in favor of KEYCORP REAL ESTATE CAPITAL MARKETS, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the First Lien Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the First Lien Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the First Lien Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the First Lien Obligations and termination of the Security Agreement, the Collateral Agent shall execute,

acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STOCKBRIDGE/SBE HOLDINGS, LLC,
a Delaware limited liability company

BY: STOCKBRIDGE/SBE VOTECO COMPANY,
LLC,
its manager

By: 

Name: Darren Drake

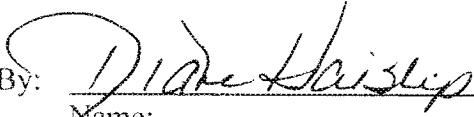
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004769 FRAME: 0699

Accepted and Agreed:

KEYCORP REAL ESTATE CAPITAL MARKETS, INC.,
as Collateral Agent

By: 

Name:

Title: Diane Haislip

Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004769 FRAME: 0700

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Stockbridge/SBE Holdings, LLC, DBA Sahara Hotel and Casino	3875501	B3
Stockbridge/SBE Holdings, LLC	3033000	EZMONEY
Stockbridge/SBE Holdings, LLC	2500974	SPEED THE RIDE
Stockbridge/SBE Holdings, LLC	0824612	SAHARA
Stockbridge/SBE Holdings LLC, DBA Sahara Hotel and Casino	3706873	SAHARA
Stockbridge/SBE Holdings, LLC	3546734	SAHARA
Stockbridge/SBE Holdings, LLC	3222400	SAHARA (stylized)

Trademark Applications:

None.