

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement recorded at Reel/Frame 4543/0462		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		05/09/2012	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Affinity Gaming, LLC		
Street Address:	3440 W. Russell Road		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89118		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3508024	DESPERADO	
Registration Number:	3678981	RAIL CITY ALE HOUSE	
Registration Number:	3700134	RENO ROCKS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-3865		
Email:	christine.casey@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Christine Casey		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	12364-4 CAC		

NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	05/10/2012
Total Attachments: 3 source=Herbst-Affinity – Termination of Trademarks Security Agreement _004543-0462_#page1.tif source=Herbst-Affinity – Termination of Trademarks Security Agreement _004543-0462_#page2.tif source=Herbst-Affinity – Termination of Trademarks Security Agreement _004543-0462_#page3.tif	

TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Release") is given as of this 9th day of May, 2012 by Wilmington Trust Company, as administrative agent (the "Grantee"), whose address is 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, to Affinity Gaming, LLC, a Nevada limited liability company ("Affinity"), whose address is 3440 W. Russell Road, Las Vegas, Nevada 89118, and its subsidiaries (together with Affinity, the "Grantors") as follows:

WHEREAS, the Grantors entered into a Short-Form Trademark Security Agreement, dated as of May 9, 2011 (as amended, supplemented and otherwise in effect as of the date hereof, the "Trademark Security Agreement"), in favor of the Grantee under the Credit Agreement referred to herein, pursuant to which the Grantors granted to the Grantee a security interest in certain intellectual property, including the U.S. trademarks listed on Schedule 1 attached hereto and all other trademarks of such Grantors that are registered with (or for which applications for registrations have been filed with) the United States Patent and Trademark Office (collectively, the "Released Trademarks"), as collateral security for the payment and performance of certain obligations set forth in the Credit Agreement, dated as of December 31, 2010, among the Grantors, the Grantee, the lenders party thereto and certain other parties thereto (as amended, supplemented and otherwise in effect as of the date hereof, the "Credit Agreement"). The Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 17, 2011 at Reel/Frame 004543/0462.

WHEREAS, the Grantee has agreed to release its existing security interest in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

The Grantee hereby unconditionally, irrevocably and absolutely releases, terminates, extinguishes and forever discharges any and all of its rights, title to, and interest in the Released Trademarks, as well as all associated goodwill thereto. This Release shall be binding upon Grantee's legal representatives, assigns and successors. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Released Trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantee has caused this Release to be duly executed by its officer thereunto duly authorized as the date above first written.

By: [Signature]
Name: STEVEN CIMPORONE
Title VICE PRESIDENT

STATE OF Delaware)
COUNTY OF New Castle) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Steve Cimporone personally known to me to be the Vice President of Wilmington Trust Co, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of _____ pursuant to the authority granted to him/her by _____ for the uses and purposes set forth therein.

7th day of May 2012.

[Signature]
Notary Public

PATRICIA W. ZINK
Notary Public - State of Delaware
My Comm. Expires June 20, 2013

My commission expires: _____

[Signature Page to Trademark Release (004543/0462)]

SCHEDULE 1

List of Released Trademarks

Mark	Record Owner	Application Ser. No./ Filing Date	Registration No. / Registration Date
DESPERADO	Affinity Gaming, LLC	77403729 2/22/2008	3508024 9/30/2008
RAIL CITY ALE HOUSE 	Affinity Gaming, LLC	77627807 12/5/2008	3678981 9/8/2009
RENO ROCKS	Affinity Gaming, LLC	77589476 10/9/2008	3700134 10/20/2009