

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FERTITTA ENTERTAINMENT LLC		03/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as administrative agent		
Street Address:	901 Main Street		
Internal Address:	TX1-492-14-11		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	4092448	FERTITTA	
Registration Number:	3745572	FERTITTA	
Registration Number:	4092445	FERTITTA	
Registration Number:	3342201	VIVA	
Registration Number:	3628800	VIVA	
Registration Number:	3735308	VIVA	
Registration Number:	3473703	VIVA CASINO	
Registration Number:	3705345	VIVA LAS VEGAS	
Serial Number:	85275823	FERTITTA	
Serial Number:	85504473	FERTITTA	
Serial Number:	85180567	FERTITTA ENTERTAINMENT	
Serial Number:	85975774	FERTITTA ENTERTAINMENT	
Serial Number:	85975773	FERTITTA GAMING	

OP \$1040.00 4092448

Serial Number:	85975772	FERTITTA GAMING
Serial Number:	85180560	FERTITTA GAMING
Serial Number:	78640577	VIVA
Serial Number:	85083356	VIVA
Serial Number:	77146812	VIVA
Serial Number:	77489501	VIVA
Serial Number:	77489163	VIVA
Serial Number:	77488988	VIVA
Serial Number:	77966647	VIVA
Serial Number:	78616285	VIVA
Serial Number:	85510486	VIVA
Serial Number:	77488976	VIVA
Serial Number:	85536455	VIVA CASINO
Serial Number:	77966674	VIVA CASINO
Serial Number:	78640607	VIVA CASINO
Serial Number:	85272604	VIVA CASINO
Serial Number:	77818850	VIVA ENTERTAINMENT
Serial Number:	77818859	VIVA ENTERTAINMENT
Serial Number:	77818862	VIVA ENTERTAINMENT
Serial Number:	77818863	VIVA ENTERTAINMENT
Serial Number:	77409328	VIVA ENTERTAINMENT
Serial Number:	77409324	VIVA ENTERTAINMENT
Serial Number:	85272631	VIVA RESORT SPA CASINO
Serial Number:	85536477	VIVA RESORT SPA CASINO
Serial Number:	77910035	VIVA RESORT SPA CASINO
Serial Number:	77966666	VIVA RESORT SPA CASINO
Serial Number:	77725571	VIVA RESORT SPA CASINO
Serial Number:	78640627	VIVA RESORT SPA CASINO

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-701-8944

Email: ptierney@mayerbrown.com, ipdocket@mayerbrown.com,
ejpalmer@mayerbrown.com, driley@mayerbrown.com

Correspondent Name: Patrick Tierney

TRADEMARK
REEL: 004809 FRAME: 0207

Address Line 1: PO Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Patrick Tierney
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Signature:	/PT/
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Date:	06/27/2012
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 26, 2012 (this “Agreement”), is made by FERTITTA ENTERTAINMENT LLC, a Delaware limited liability company (the “Grantor”), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the “Administrative Agent”) for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time party thereto, the Administrative Agent and the L/C Issuer, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor’s right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the “Trademark Collateral”):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing,

including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (ix) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Secured Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party.

Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of the Borrower and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 8. Governing Law, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

FERTITTA ENTERTAINMENT LLC

By: _____

Name: Mary Falcone

Title: _____

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

Trademark Security Agreement

TRADEMARK

REEL: 004809 FRAME: 0212

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

FERTITTA ENTERTAINMENT LLC

By: _____

Name:

Title:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: DeWayne D. Rosse

Name:

Title:

DeWayne D. Rosse
Agency Management Officer

Trademark Security Agreement

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA/Federal	FERTITTA	4,092,448	1/24/2012
USA/Federal	FERTITTA	3,745,572	2/02/2010
USA/Federal	FERTITTA	4,092,445	1/24/2012
USA/Federal	VIVA	3,342,201	11/20/2007
USA/Federal	VIVA	3,628,800	5/26/2009
USA/Federal	VIVA	3,735,308	1/05/2010
USA/Federal	VIVA CASINO	3,473,703	7/22/2008
USA/Federal	VIVA LAS VEGAS	3,705,345	11/03/2009
USA/NV	FERTITTA	E0383022007-5	5/31/2007
USA/NV	VIVA SALSA	SM0300766	3/06/1998

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
USA/Federal	FERTITTA	85-275,823	3/24/2011
USA/Federal	FERTITTA	85-504,473	12/27/2011
USA/Federal	FERTITTA ENTERTAINMENT	85-180,567	11/18/2010
USA/Federal	FERTITTA ENTERTAINMENT	85-975,774	11/18/2010
USA/Federal	FERTITTA GAMING	85-975,773	11/18/2010
USA/Federal	FERTITTA GAMING	85-975,772	11/18/2010
USA/Federal	FERTITTA GAMING	85-180,560	11/18/2010
USA/Federal	VIVA	78-640,577	5/31/2005
USA/Federal	VIVA	85-083,356	7/13/2010
USA/Federal	VIVA	77-146,812	4/02/2007
USA/Federal	VIVA	77-489,501	6/03/2008
USA/Federal	VIVA	77-489,163	6/02/2008

USA/Federal	VIVA	77/488,988	6/02/2008
USA/Federal	VIVA	77-966,647	3/23/2010
USA/Federal	VIVA	78-616,285	4/25/2005
USA/Federal	VIVA	85-510,486	1/06/2012
USA/Federal	VIVA	77-488,976	6/02/2008
USA/Federal	VIVA CASINO	85-536,455	2/07/2012
USA/Federal	VIVA CASINO	77-966,674	3/23/2010
USA/Federal	VIVA CASINO	78-640,607	5/31/2005
USA/Federal	VIVA CASINO	85-272,604	3/21/2011
USA/Federal	VIVA ENTERTAINMENT	77-818,850	9/02/2009
USA/Federal	VIVA ENTERTAINMENT	77-818,859	9/02/2009
USA/Federal	VIVA ENTERTAINMENT	77-818,862	9/02/2009
USA/Federal	VIVA ENTERTAINMENT	77-818,863	9/02/2009
USA/Federal	VIVA ENTERTAINMENT	77-409,328	2/29/2008
USA/Federal	VIVA ENTERTAINMENT	77-409,324	2/29/2008
USA/Federal	VIVA RESORT SPA CASINO	85-272,631	3/21/2011
USA/Federal	VIVA RESORT SPA CASINO	85-536,477	2/07/2012
USA/Federal	VIVA RESORT SPA CASINO	77-910,035	1/12/2010
USA/Federal	VIVA RESORT SPA CASINO	77-966,666	3/23/2010
USA/Federal	VIVA RESORT SPA CASINO	77-725,571	4/29/2009
USA/Federal	VIVA RESORT SPA CASINO	78-640,627	5/31/2005
USA/NV	FERTITTA	Pending	3/3/2012
USA/NV	FERTITTA	Pending	3/3/2012