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
Cactus Pete's, Inc.		09/21/2010	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Ameristar Casinos, Inc.
Street Address:	3773 Howard Hughes Parkway
Internal Address:	Suite 490S
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89169
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2080518	CACTUS PETES
Registration Number:	2145768	CACTUS PETES

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: 801-323-3320

Email: lessig@rqn.com

Correspondent Name: Lester K. Essig

Address Line 1: 36 South State Street

Address Line 2: Suite 1400

Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	Lester K. Essig
Signature:	/Lester K. Essig/
	TRADEMARK

REEL: 004888 FRAME: 0671

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Date:	10/25/2012
Total Attachments: 13 source=ipagreementameristar#page1.tif source=ipagreementameristar#page2.tif source=ipagreementameristar#page3.tif source=ipagreementameristar#page4.tif source=ipagreementameristar#page5.tif source=ipagreementameristar#page6.tif source=ipagreementameristar#page7.tif source=ipagreementameristar#page8.tif source=ipagreementameristar#page9.tif source=ipagreementameristar#page10.tif source=ipagreementameristar#page11.tif source=ipagreementameristar#page12.tif source=ipagreementameristar#page13.tif	

INTELLECTUAL PROPERTY AGREEMENT (Cactus Pete's)

This Intellectual Property Agreement ("Agreement") is entered into by and between Ameristar Casinos, Inc., a Nevada corporation, with an address at 3773 Howard Hughes Parkway, Suite 490S, Las Vegas, Nevada 89169 (hereinafter "Parent"), and Cactus Pete's, Inc., a Nevada corporation and a subsidiary or affiliate of Parent, with an address at 1385 Highway 93, Jackpot, Nevada 89825 (hereinafter "Subsidiary").

RECITALS

- A. Parent is owner of certain service marks, trademarks, trade names, creative works and related rights, and will become owner of certain other service marks, trademarks, trade names, creative works and related rights, which it has licensed to and wishes to hereafter license to Subsidiary on a nonexclusive basis, subject to the terms and conditions of this Agreement.
- B. Subsidiary is owner of certain service marks, trademarks, trade names, creative works and related rights, and may become owner of certain other service marks, trademarks, trade names, creative works and related rights, which it wishes to assign to Parent and to make part of and subject to the license granted to Subsidiary as referred to above, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. <u>LICENSE</u>.

1.1 Licensed Marks. Parent grants to Subsidiary a license to use those service marks, trademarks and trade names set forth in Exhibit "A" attached herewith and by this reference made a part hereof, those added to Exhibit "A" by written amendment or addendum provided by Parent from time to time, and those adopted, used or acquired by Parent directly or through one or more affiliates or licensees that are to be added to Exhibit "A" as per the mutual agreement or understanding of the parties from time to time, whether written, oral or otherwise, as approved by Parent, and including all variations of the foregoing as Parent may specify from time to time, and all applications and registrations for the foregoing, subject to modifications and deletions to Exhibit A as determined by Parent from time to time in its sole discretion (all of the foregoing names and marks are hereinafter collectively referred to as the "Licensed Marks"), subject to the terms and conditions of this Agreement. The Licensed Marks may be used by Subsidiary throughout the world solely in connection with casino, gambling, tournament, stage show entertainment, band entertainment, vocal entertainment, instrumental entertainment, music entertainment, dance performances, comic performances, television entertainment, movie entertainment, other entertainment, riverboat, resort hotel, hotel, lodging, restaurant, bar, lounge,

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nightclub, gift shop, sports, swimming, recreation and related services (hereinafter the "Services") offered by Subsidiary in and around the state of Nevada, subject to the specifications and limitations imposed by Parent from time to time. Subsidiary accepts the license, subject to the terms and conditions of this Agreement. All other use of the Licensed Marks by Subsidiary is prohibited.

- 1.2 Licensed Creative Works. Parent grants to Subsidiary a license to use those creative works set forth in Exhibit "A" attached herewith and by this reference made a part hereof, those added to Exhibit "A" by written amendment or addendum provided by Parent from time to time, and those created or acquired by Parent that are to be added to Exhibit "A" as per the mutual agreement or understanding of the parties from time to time, whether written, oral or otherwise, as approved by Parent, including use in any manner as Parent may specify from time to time, and all applications and registrations for the foregoing, subject to modifications and deletions to Exhibit A as determined by Parent from time to time in its sole discretion (all of the foregoing creative works are hereinafter collectively referred to as the "Licensed Creative Works"), subject to the terms and conditions of this Agreement. The Licensed Creative Works may be used by Subsidiary solely for the specific purpose for which each such Creative Work is intended as determined by Parent, and subject to the specifications and limitations imposed by Parent from time to time. Subsidiary accepts the license, subject to the terms and conditions of this Agreement. All other use of the Licensed Creative Works by Subsidiary is prohibited.
- 1.3 <u>License Limitations</u>. The rights granted Subsidiary under this Agreement shall not be assignable or transferable in any manner whatsoever, nor shall Subsidiary have the right to grant any sublicenses, except by prior written consent of Parent. Any unauthorized assignment or transfer by Subsidiary shall be voidable by Parent. The rights granted Subsidiary shall be subject to geographic, type of service, type of Licensed Marks, version of Licensed Marks, type of Licensed Creative Works, version of Licensed Creative Works, and other limitations imposed by Parent from time to time upon notice from Parent or its appointees, whether written, oral or otherwise. Subsidiary's rights under this Agreement shall be nonexclusive, with Parent retaining the right to use the Licensed Marks and Licensed Creative Works and license their use to any other designees at any locations. The licensed rights granted to Subsidiary in this Section 1 of the Agreement are provided on an "as is" basis, with no representations or warranties by Parent to Subsidiary or others regarding Parent's ownership rights, exclusive rights, registration rights or non-infringement relating to the licensed rights, Licensed Marks or Licensed Creative Works, in the past, present or future.
- 1.4 Royalty. Upon receipt of written notice from Parent, Subsidiary shall be obligated to pay and deliver to Parent from that day forward, by the tenth (10th) day of each calendar month, a royalty fee equal to one percent (1%) of Subsidiary's gross sales revenue for the preceding calendar month. For purposes of this Agreement, the term "gross sales revenue" shall mean the total receipts from all sales of services and goods by, through or on behalf of Subsidiary. Such fees are separate from, and in addition to, such other consideration as is provided for herein.



- 1.5 Quality Standards. Subsidiary shall use the Licensed Marks only with the Services rendered by Subsidiary in and around the state of Nevada. The nature and quality of all Services rendered by Subsidiary in connection with the Licensed Marks shall conform to standards set by and be under the control of Parent, with said standards being furnished to Subsidiary by Parent or its appointees from time to time. Parent and its appointees, as indicated by Parent, shall be the sole judge of whether or not the Subsidiary has met or is meeting the standards so established.
- 1.6 Quality Maintenance. Subsidiary shall (a) cooperate with Parent and its appointees in facilitating Parent's control of such nature and quality; (b) permit inspection of Subsidiary's operations by Parent and its appointees at reasonable business hours; (c) supply Parent and/or its appointees, as indicated by Parent, with specimens of use of the Licensed Marks and Licensed Creative Works, including literature, brochures, signs, advertising and other materials without charge; and (d) obtain the approval of Parent and/or its appointees, as indicated by Parent, with respect to all such specimens prior to use thereof. Subsidiary shall comply with all applicable laws and regulations, including notice and marking requirements, and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of Services bearing the Licensed Marks and the use of the Licensed Creative Works.
- 1.7 Form of Use. Subsidiary shall use the Licensed Marks and Licensed Creative Works only in the form, design, size, color, print style, mediums and manner and with appropriate logos, slogans, legends and notices as prescribed from time to time by Parent, directly or through its appointees, and shall not use any other service mark, trademark, trade name, logo, design, slogan or other mark in combination with any of the Licensed Marks without the prior written approval of Parent.
- 1.8 Ownership. Subsidiary acknowledges the ownership of the Licensed Marks, the Licensed Creative Works, and related registrations and applications in Parent, agrees that it will do nothing inconsistent with such ownership, and that all use of the Licensed Marks and Licensed Creative Works by Subsidiary shall inure to the benefit of and be on behalf of Parent, and further agrees to assist Parent in recording this Agreement with appropriate government authorities. Subsidiary agrees that nothing in this Agreement shall give Subsidiary any right, title or interest in the Licensed Marks or Licensed Creative Works other than the right to use the Licensed Marks and Licensed Creative Works in accordance with this Agreement, and that it will not attack the title of Parent to the Licensed Marks or Licensed Creative Works or attack the validity of this Agreement or the licenses hereunder. Subsidiary further acknowledges the value of Parent's goodwill in the Licensed Marks and Licensed Creative Works.
- 1.9 <u>Infringement Proceedings</u>. Subsidiary shall notify Parent of any unauthorized use of the Licensed Marks or Licensed Creative Works by others promptly as it comes to Subsidiary's attention, and shall assist Parent in the manner requested in any and all lawsuits or other proceedings relating to the Licensed Marks and Licensed Creative Works. Absent the written consent of Parent, Parent shall have the sole right and discretion to bring service mark and trademark infringement, trade name infringement, copyright infringement, intellectual property infringement, unfair competition, dilution and other proceedings involving the Licensed Marks



and Licensed Creative Works.

1.10 <u>Indemnification</u>. Parent assumes no liability to Subsidiary or to third parties with respect to the performance characteristics of the Services rendered by Subsidiary, its representatives and agents under the Licensed Marks or Licensed Creative Works, or use of the Licensed Marks or Licensed Creative Works, and Subsidiary shall indemnify Parent against losses and costs incurred due to claims of third parties against Parent involving Subsidiary's Services, use of the Licensed Marks or Licensed Creative Works, actions and failures to act.

2. ASSIGNMENT.

- 2.1 Assigned Marks. Subsidiary is or has been owner of, whether through adoption, use or assignment, all right, title and interest in and to those service marks, trademarks, trade names and related rights set forth in Exhibit B, attached herewith and by this reference made a part hereof, and any others not listed that it may have ownership rights in at present, and Subsidiary may become owner of others in the future, whether through adoption, use or assignment, all as used in any form, design, color, size, print style or medium, with and without accompanying words, logos and/or slogans, as used in connection with casino, gambling, tournament, stage show entertainment, band entertainment, vocal entertainment, instrumental entertainment, music entertainment, other entertainment, riverboat, resort hotel, hotel, lodging, restaurant, bar, lounge, nightclub, gift shop, sports, swimming, recreation and related services, and all other services and goods offered by Subsidiary (all of the foregoing service marks, trademarks, trade names and related rights are hereinafter collectively referred to as the "Assigned Marks").
- 2.2 <u>Assigned Creative Works</u>. Subsidiary is owner of, whether through creation of the same or assignment, all right, title and interest in and to those creative works set forth in Exhibit B, attached herewith and by this reference made a part hereof, and any others not listed that it may have ownership rights in at present, and Subsidiary may become owner of others in the future, whether through creation of the same or assignment, including, without limitation, brochures, flyers, circulars, advertisements, promotional materials, websites, website materials, webpages, internet advertisements, logos, designs, art, art work, drawings, depictions, photographs, charts, graphs, graphics, printed materials, menus, training materials, instructional materials, manuals, directories, games, gaming devices, gaming materials, inventions, processes, computer programs, software, source code, object code and other works (all of the foregoing creative works and related rights are hereinafter collectively referred to as the "Assigned Creative Works").
- 2.3 <u>Assignment</u>. Subsidiary hereby unconditionally assigns, transfers, grants, conveys, sells and relinquishes to Parent, forever, and Parent hereby accepts, all of Subsidiary's right, title and interest, throughout the world, in and to (a) all Assigned Marks and Assigned Creative Works, including, without limitation, all service mark rights, trademark rights, trade name rights, common law rights, copyrights, patent rights, patent registration rights, shop rights, trade secret rights, registration rights, pending application rights, and other rights in the foregoing; (b) the

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goodwill of the business symbolized by the foregoing; (c) all documents, items and materials relating to ownership of the foregoing; (d) all benefits and advantages relating to use of the foregoing; (e) the right to file any further applications, registrations, renewals or extensions under any law, convention or treaty with respect to the foregoing; (f) the right to take any and all actions, enforce rights, and recover, for any past, present or future infringements with respect to the foregoing; and (g) all other powers, privileges and rights with respect to the foregoing (all of the foregoing are hereinafter collectively referred to as the "Assigned Rights").

- 2.4 <u>Delivery</u>. Subsidiary shall deliver and otherwise surrender possession of all documents, items and materials relating to ownership of the Assigned Rights to Parent upon execution of this Agreement. Subsidiary shall sign and deliver all other documents, items and materials to, and cooperate with and undertake and perform all tasks reasonably requested by, Parent, to make the assignment and other provisions of this Agreement effective and to allow Parent to record, register, assign or otherwise perfect or improve Parent's rights in the Assigned Rights.
- 2.5 <u>Representations</u>. Subsidiary acknowledges, agrees, represents and warrants that: (a) Parent shall be and is now, as a result of the foregoing, exclusive owner of all of Subsidiary's right, title and interest in the Assigned Rights, if any; (b) with the exception of certain security interests previously granted by Subsidiary, Subsidiary has not granted or entered into, and will not grant or enter into, any assignments, licenses, leases or other agreements with third parties relating to or adversely affecting the Assigned Rights; (c) Subsidiary will not file or otherwise seek registration or other rights in, whether domestic or foreign, and will not challenge or attempt to challenge Parent's rights in, the Assigned Rights, except as requested by Parent in writing; and (d) with the exception of certain security interests previously granted by Subsidiary, Parent is not assuming any liabilities whatsoever under this Agreement, except as required by law.
- 2.6 <u>Recordation</u>. The Commissioner for Trademarks, the United States Copyright Office and other state, federal, commercial, private, foreign and international agencies, representatives, registrars and businesses are hereby requested to permit the recordation of this Agreement and to make corresponding changes to their respective registries to identify Parent as owner of the Assigned Marks, Assigned Creative Works, Assigned Rights, and related goodwill.
- 2.7 <u>License Rights</u>. The Assigned Marks shall be considered Licensed Marks licensed to Subsidiary pursuant to the terms and conditions set forth in Section 1 and elsewhere in this Agreement. The Assigned Creative Works shall be considered Licensed Creative Works licensed to Subsidiary pursuant to the terms and conditions set forth in Section 1 and elsewhere in this Agreement.

3. TERM AND TERMINATION.

3.1 <u>Term</u>. This Agreement shall continue in force and effect for a period of twenty-five (25) years from the effective date of this Agreement as shown below, unless sooner terminated as



provided for herein.

- 3.2 <u>Termination</u>. This Agreement shall terminate upon the earlier of the following events: (a) upon expiration of the term provided above; (b) upon the mutual written consent of Parent and Subsidiary; or (c) upon delivery of Parent's written notice of termination to Subsidiary, with or without cause, at any time.
- 3.3 Effect of Termination. Upon termination of this Agreement, Parent shall retain ownership of all Assigned Marks and Assigned Creative Works assigned to it pursuant to Section 2 of this Agreement on or before the date of termination, and all licensed rights granted to Subsidiary under Section 1 of this Agreement shall terminate. Upon termination of Subsidiary's rights under this Agreement, Subsidiary shall immediately discontinue all use of the Licensed Marks and any names, marks, logos, designs or phrases similar to or likely to be confused with the Licensed Marks and delete the same from its corporate and business names and registrations, discontinue all use of the Licensed Creative Works and any works derived there-from or substantially similar thereto, cooperate with Parent and its appointed agent as requested by Parent to apply to the appropriate authorities to cancel recording of this Agreement as it relates to licensed rights granted to Subsidiary from all government records, and return to Parent or destroy all of Subsidiary's printed and other materials bearing any of the Licensed Marks or Licensed Creative Works as per Parent's instructions. Subsidiary acknowledges that upon termination of Subsidiary's rights under this Agreement, all rights in the Licensed Marks, the Licensed Creative Works, and the goodwill connected with all of the foregoing, shall remain the property of Parent. The rights of Parent and the duties and obligations of Subsidiary as set forth in Sections 1.8, 1.10, 2.4, 2.5, 2.6 and 3 of this Agreement shall survive termination of this Agreement.

4. MISCELLANEOUS.

- 4.1 <u>Waiver</u>. The failure of either party to take any action under this Agreement, or the waiver of a breach of this Agreement, shall not affect that party's rights to require performance hereunder or constitute a waiver of any subsequent breach.
- 4.2 <u>Interpretation</u>. This Agreement shall be governed by the laws of the State of Nevada. The headings herein are for reference only and shall not define or limit the provisions hereof.
- 4.3 <u>Entire Agreement</u>. The recitals hereto are a part of this Agreement, which constitutes the entire agreement between the parties with respect to the subject matter addressed herein, and all prior and contemporaneous agreements, including, without limitation, all prior Service Mark License Agreements, whether written or oral, as may relate to the same, are hereby superseded by this Agreement.
- 4.4 <u>Modification</u>. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties.
 - 4.5 Assignment. This Agreement is fully assignable by Parent, but may not be assigned

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by Subsidiary absent the prior written consent of Parent.

4.6 <u>Successors</u>. This Agreement shall be binding upon the parties and their heirs, successors, assigns, estates, transferees, grantees, and legal representatives.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Agreement to be effective as of the 21st day of September, 2010.

"Parent"

"Subsidiary"

AMERISTAR CASINOS, INC.

CACTUS PETE'S, INC.

Y: Mame: THO MAS STEIRBAUGA

Title: JUPO

Name:

1103712

EXHIBIT A

LICENSED MARKS AND LICENSED CREATIVE WORKS

(Licensed by Parent to Subsidiary)

LICENSED MARKS

A. United States Service Mark and Trademark Registrations and Applications.

AMERISTAR

AMERISTAR CARES

AMERISTAR CASINO

CACTUS PETES

CACTUS PETES (LOGO)

DRAFT CHOICE SPECIAL

HARD BALL DARK

KNOCK OUT BLOND

MORE CASINO. MORE FUN.

1/2 COURT LIGHT

PANCHO VILLA'S MEXICAN GRILL

PLATINUM PLAYERS CLUB CARD

RED ZONE LAGER

RESORT.CASINO.GETAWAY.

STAR AWARDS

TABLE BUCK BONUS

B. Common Law (Unregistered) Service Marks, Trademarks and Trade Names.

AMERISTAR CASINO (CORPORATE LOGO)

AMERISTAR CASINOS

AMERISTAR CASINO HOTEL

AMERISTAR CASINO PLAYERS CLUB

AMERISTAR CONFERENCE CENTER

AMERISTAR GIFT SHOP

AMERISTAR HOTEL

AMERISTAR PLAYERS CLUB

AMERISTAR RV PARK

AMERISTAR TRAILER PARK

ANTELOPE

BIG MONEY GIVEAWAY

BUFFALO

BRISTLECONE EMPORIUM

CABARET LOUNGE

CACTUS PETES AND THE HORSESHU

CACTUS PETES CONNECTION

CACTUS PETES EXECUTIVE CONNECTION

CACTUS PETES/HORSESHU

CACTUS PETES RESORT CASINO

CACTUS PETES RV PARK

CACTUS PETES THE BRISTLECONE EMPORIUM

CACTUS PETES TRAILER PARK

CANYON COVE BUFFET

CARIBBEAN CASH GIVEAWAY

CASH IS KING

CASINO CABARET

CASINO DELI

CHERRY CREEK LOUNGE

CHEVRON STATION

COYOTE CAFÉ

DESERT ROOM

DIAMOND PEAK TOWER

DREAM CAR GIVEAWAY

ELITE

ENTERTAINMENT BAR

FAST & FUN CAR GIVEAWAY

FRONTIER KITCHEN

GALA SHOWROOM

GIFT GRAB

GIVE YOUR BANK ROLL A LIFT

GOLD RUSH GIVEAWAY

GRANITE RANGE

HIGH OR LOW GAME

HORSESHU

HORSESHU GENERAL STORE

HORSESHU HOTEL & CASINO

HORSESHU HOTEL AND CASINO

HORSESHU HOTEL & CASINO (LOGO)

HORSESHU SALOON

HOT SEAT GIVEAWAY

HOT SLOTS

KENO TOURNAMENT

LET'S PLAY!

MAD MONEY MONDAYS

MATCH & WIN GIVEAWAY

MIDDLESTACK APARTMENTS

MORE MONEY GIVEAWAY

MORE OPTIONS, BETTER SERVICE AND THE BEST FACILITY

MYSTERY POINTS

NO-LIMIT TEXAS HOLD'EM SHOWDOWN (LOGO)

ONLINE GIVEAWAY

PANCHO VILLA'S

PANCHO VILLA'S MEXICAN GRILL

PLATEAU

PLATEAU AFFORDABLE ELEGANCE

PLATEAU PLAYERS CLUB

PLATEAU ROOM

PLATEAU STEAKS & SEAFOOD

PLATINUM CARD

PLAY WHAT YOU WANT TO PLAY

PLAY WHENEVER YOU WANT.

PLAYER EVENT

PLAYERS CLUB PLATINUM

POKER ROOM

POWER PUNCH

PREMIER

RAINMAKER GIVEAWAY

RED

REEL SLOT TOURNAMENT

REVEAL 3X POINTS

REVEAL 4X POINTS

REVEAL 5X POINTS

RUBY MOUNTAIN BALLROOM

SEGUARO RV PARK

SAGUARO RV PARK

SENIOR SLOT TOURNAMENT

SPORTS BAR

STAR AWARDS BOOTH

STAR AWARDS CLUB

STAR AWARDS ELITE CARD

STAR AWARDS PREMIERE CARD

STAR AWARDS RED CARD

STAR CLUB

STARFLIGHT ACADEMY

STARFLIGHT INITIATIVE

STARFLIGHT INITIATIVE (LOGO)

TAKE YOUR FUN TO A HIGHER PLATEAU

TAKE YOUR GAME TO A HIGHER PLATEAU

THE BRISTLECONE EMPORIUM

THE DESERT ROOM

THE GENERAL STORE

THE GRANITE RANGE

THE GRAVES STUDIOS

THE HORSESHU PLAYERS CLUB

THE HORSESHU SALOON

THE PERFECT GETAWAY

THE PERFECT PLACE TO PLAY

THE RV PARK AT AMERISTAR

THE RV PARK AT CACTUS PETES

THE SALOON

THE SPORTS BOOK

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THE STAR AWARDS ADVANTAGE

TRIPLE POWER PUNCH

TWIN SPRINGS APARTMENTS

TUESDAY TEXAS HOLD'EM TOURNAMENT

VIDEO POKER TOURNAMENT

WEDNESDAY NIGHT PROGRESSIVE BLACKJACK

WEDNESDAY SLOT TOURNAMENT WEEKLY BLACKJACK TOURNAMENT

WE PAY WHEN YOU SAY

WHERE GOOD THINGS HAPPEN

WINNING IS A BREEZE

YOUR BEST CHANCE

YOUR BEST CHANCE FOR A GOOD TIME

2X POINTS

3X POINTS

4X POINTS

2X - 3X - 4X POINTS

3X-4X-5X MYSTERY POINTS

4X 3X 2X

21 + 3 TOURNAMENT

30 POINT TUESDAY

24-HOUR CASINO ACTION

24-HOUR EXCITEMENT

LICENSED CREATIVE WORKS

A. United States Copyright Registration Works.

Creative Works	Registration Number (If Any)
Desert Room Menu	TXu410603 (United States)
Desert Room Menu	TXu410846 (United States)
Desert Room Menu	TXu472184 (United States)
Desert Room Menu No. 2	TXu472183 (United States)

B. Unregistered Creative Works.

Certain advertising and promotional material as designated by Parent Certain employee handbooks and other company documents as designated by Parent Certain software and instructional material as designated by Parent

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EXHIBIT B

ASSIGNED MARKS AND ASSIGNED CREATIVE WORKS

(Assigned by Subsidiary to Parent)

ASSIGNED MARKS

A. United States Service Mark and Trademark Registrations and Applications.

Mark
CACTUS PETES
CACTUS PETES (LOGO)

Registration Number (If Any) 2,080,518 (United States) 2,145,768 (United States)

B. Common Law (Unregistered) Service Marks, Trademarks and Trade Names.

ANTELOPE

BUFFALO

BRISTLECONE EMPORIUM

CABARET LOUNGE

CACTUS PETES AND THE HORSESHU

CACTUS PETES CONNECTION

CACTUS PETES EXECUTIVE CONNECTION

CACTUS PETES/HORSESHU

CACTUS PETES RESORT CASINO

CACTUS PETES RV PARK

CACTUS PETES THE BRISTLECONE EMPORIUM

CACTUS PETES TRAILER PARK

CANYON COVE BUFFET

CHERRY CREEK LOUNGE

CHEVRON STATION

COYOTE CAFE

DESERT ROOM

DIAMOND PEAK TOWER

ENTERTAINMENT BAR

FRONTIER KITCHEN

GALA SHOWROOM

GRANITE RANGE

HORSESHU

HORSESHU GENERAL STORE

HORSESHU HOTEL & CASINO

HORSESHU HOTEL AND CASINO

HORSESHU HOTEL & CASINO (LOGO)

HORSESHU SALOON

MIDDLESTACK APARTMENTS

PLATEAU

PLATEAU AFFORDABLE ELEGANCE

PLATEAU PLAYERS CLUB

TRADEMARK
REEL: 004888 FRAME: 0684

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PLATEAU ROOM

PLATEAU STEAKS & SEAFOOD

POKER ROOM

RUBY MOUNTAIN BALLROOM

SEGUARO RV PARK

SAGUARO RV PARK

SPORTS BAR

TAKE YOUR FUN TO A HIGHER PLATEAU

TAKE YOUR GAME TO A HIGHER PLATEAU

THE BRISTLECONE EMPORIUM

THE DESERT ROOM

THE GENERAL STORE

THE GRANITE RANGE

THE GRAVES STUDIOS

THE HORSESHU PLAYERS CLUB

THE HORSESHU SALOON

THE RV PARK AT CACTUS PETES

THE SALOON

RECORDED: 10/25/2012

THE SPORTS BOOK

TWIN SPRINGS APARTMENTS

ASSIGNED CREATIVE WORKS

A. United States Copyright Registration Works.

Copyright Registration Works	Registration Number (If Any)
Desert Room Menu	TXu410603 (United States)
Desert Room Menu	TXu410846 (United States)
Desert Room Menu	TXu472184 (United States)
Desert Room Menu No. 2	TXu472183 (United States)

B. Unregistered Creative Works.

All advertising and promotional material owned by Subsidiary

All employee handbooks and other company documents owned by Subsidiary

All software and instructional material owned by Subsidiary

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