

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
Treasure Island, LLC		04/26/2013	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
Internal Address:	64th Floor, Mail Code: TX1-492-64-01		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	Bank - National Association: TEXAS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3428377	ELITE SENSATIONAL BED	
Registration Number:	3791414	KHOTAN	
Registration Number:	4047040	MARGARITA BAR AT TI	
Registration Number:	3844229	OLEKSANDRA SPA & SALON	
Registration Number:	3847589	O OLEKSANDRA SPA & SALON	
Registration Number:	3054331	SIRENS OF TI	
Registration Number:	3035852	SIRENS OF TI	
Registration Number:	3493960	SUITE SENSATIONAL BED	
Registration Number:	3851759	THE BUFFET AT TI AMERICA'S FAVORITE DISH	
Registration Number:	2917164	TI	
Registration Number:	2917163	TI	
Registration Number:	3042674	WEDDINGS AT TI	

CORRESPONDENCE DATA

Fax Number: 3127069000

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

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Email: druff@mayerbrown.com, ipdocket@mayerbrown.com,
driley@mayerbrown.com

Correspondent Name: Deborah Schavey-Ruff, Mayer Brown LLP

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690

ATTORNEY DOCKET NUMBER:	09046688
NAME OF SUBMITTER:	Deborah Schavey-Ruff
Signature:	/Deborah Schavey-Ruff/
Date:	05/02/2013
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 26, 2013, is made by TREASURE ISLAND, LLC, a Nevada limited liability company (the "Borrower"), in favor of and for the benefit of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent");

WITNESSETH:

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the various financial institutions as are, or may from time to time become, parties thereto (each individually a "Lender" and collectively the "Lenders") and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Reaffirmation of Security Agreement, dated as of even date herewith (the "Reaffirmation Agreement"), reaffirming its obligations under the Security Agreement, dated as of June 7, 2011, by and between the Borrower and the Administrative Agent (as reaffirmed by the Reaffirmation Agreement and as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Borrower has agreed to execute and deliver this Agreement, pursuant to and subject to the terms of the Security Agreement, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower pursuant to the Credit Agreement, the Borrower agrees 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 (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Borrower hereby grants to the Administrative Agent for its benefit and for the ratable benefit of each of the Secured Parties a first priority security interest and Lien in all of the following (collectively, the "Trademark Collateral");

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, 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 set forth on Schedule I;

all Trademark licenses and other agreements for the grant by or to the Borrower of any right to use any Trademark (each a "Trademark License"); and

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);

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

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

SECTION 3. No Present Assignment. Neither this Agreement, the Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights and security interest of the Administrative Agent, it is the intention of the parties hereto that the Borrower continue to own all of the Trademark Collateral.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. 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 5. Release of Security Interest; Termination of Agreement. This Agreement and all obligations of the Borrower hereunder shall terminate pursuant to, and in accordance with the terms of, the Security Agreement. Upon termination of this Agreement, the Administrative Agent shall, at the Borrower's expense, execute and deliver to the Borrower all instruments and other documents as the Borrower shall reasonably request to evidence such termination, pursuant to and subject to the terms of the Security Agreement.

SECTION 6. Acknowledgment. The Borrower 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 of the Credit Agreement.

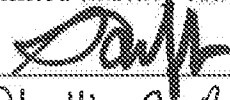
SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9. Recordation. The parties hereby authorize the Commissioner for Trademarks to record this Agreement with the United States Patent and Trademark Office.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TREASURE ISLAND, LLC,
a Nevada limited liability company

By: 
Name: Phillip G. Ruffin
Title: Manager

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

By: 
Name: Justin Lien
Title: Director

Schedule I

<u>Territory</u>	<u>Trademark (and U.S. Class)</u>	<u>Registration No.</u>	<u>Reg. Date</u>
United States	ELITE SENSATIONAL BED – 20	3428377	3-May-2008
United States	KHOTAN – 43	3791414	18-May-2010
United States	MARGARITA BAR AT TI & DESIGN – 43	4047040	25-Oct-2011
United States	OLEKSANDRA SPA & SALON – 44	3844229	07-Sep-2010
United States	O OLEKSANDRA SPA & SALON (Stylized) – 44	3847589	14-Sep-2010
United States	SIRENS OF TI – 41	3054331	31-Jan-2006
United States	SIRENS OF TI – 9	3035852	27-Dec-2005
United States	SUITE SENSATIONAL BED – 20	3493960	26-Aug-2008
United States	THE BUFFET AT TI AMERICA'S FAVORITE DISHES & DESIGN – 43	3851759	21-Sep-2010
United States	TI – 41	2917164	11-Jan-2005
United States	TI (Stylized) – 41	2917163	11-Jan-2005
United States	WEDDINGS AT TI & DESIGN – 45	3042674	10-Jan-2006