

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Golden Gaming, LLC		09/16/2013	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	ABC Funding, LLC, as Administrative Agent
<b>Street Address:</b>	222 Berkeley Street, 18th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	3205895	GOLD BAR
Registration Number:	3741243	GOLD PASS
Registration Number:	3747592	GOLDEN BAD BEAT
Registration Number:	3764507	GOLDEN BAD BEAT
Registration Number:	3205888	GOLDEN CASINO GROUP
Registration Number:	3205891	GOLDEN CASINO GROUP
Registration Number:	3372386	GOLDEN GAMING
Registration Number:	3372387	GOLDEN GAMING
Registration Number:	3131570	GOLDEN REWARDS
Registration Number:	3205892	GOLDEN TAVERN GROUP
Registration Number:	3205894	GOLDEN TAVERN GROUP
Registration Number:	3504946	I WANT MY PT'S
Registration Number:	3504947	I WANT MY PT'S
Registration Number:	4359398	NEVADA REWARDS

OP \$640.00 3205895

**TRADEMARK**

Registration Number:	4359397	NEVADA REWARDS
Registration Number:	3359463	NUGGET HOTEL CASINO PAHRUMP NEVADA
Registration Number:	3356032	NUGGET HOTEL CASINO PAHRUMP NEVADA
Registration Number:	3409116	PT'S
Registration Number:	3422910	PT'S
Registration Number:	3029804	SIERRA GOLD
Registration Number:	3233863	SIERRA GOLD
Registration Number:	2973734	SIERRA GOLD
Registration Number:	3218537	SIERRA GOLD
Registration Number:	3833352	SIERRA GOLD A NEVADA STYLE TAVERN
Registration Number:	3820157	SIERRA GOLD A NEVADA STYLE TAVERN LAS VE

**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.*

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	051207-0003
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	10/30/2013

**Total Attachments: 21**

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## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, extended, supplemented, reaffirmed or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of September 16, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of ABC FUNDING, LLC, in its capacity as administrative agent for the benefit of the Secured Parties (together with its successors and assigns in such capacity, the “*Administrative Agent*”).

WHEREAS, Golden Gaming, LLC, a Nevada limited liability company (the “*Borrower*”), is a party to that certain Amended and Restated Second Lien Credit Agreement dated as of the date hereof (as amended, restated, extended, supplemented, reaffirmed or otherwise modified from time to time, the “*Credit Agreement*”), by and among the Borrower, 77 Golden Gaming, LLC, a Nevada limited liability company (“*Holdings*”), the lenders, financial institutions and other entities from time to time party thereto and the Administrative Agent. Capitalized terms used herein that are defined in the Credit Agreement and not otherwise defined in this IP Security Agreement shall have the meanings defined for those terms in the Credit Agreement or, if not defined therein, in the UCC. Additionally, any terms used herein, whether or not capitalized, that have meaning ascribed thereto in the UCC shall be given such meanings unless expressly provided to the contrary. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC. Additionally, terms or phrases when used herein shall have the meaning given to them in Section 1.02 of the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, Borrower, Holdings and each of the other Grantors have executed and delivered that certain Second Lien Security Agreement dated as of the date hereof made by the Grantors in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, restated, extended, supplemented, reaffirmed or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a second priority security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a second priority security interest in, and continuing Lien on, all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter acquired (the “*Collateral*”):

- (i) all United States and foreign patents and certificates of invention, or similar intellectual property rights, and applications for any of the foregoing (collectively, the “*Patent(s)*”), now owned or hereafter acquired by such Grantor including, without

limitation, (i) the patents and patent applications set forth on Schedule A – Part I attached hereto, and (ii) all inventions and improvements described therein;

(ii) all agreements, licenses and covenants providing for the granting of any right in or to any Patents (whether any Grantor is licensee or licensor thereunder) or otherwise providing for a covenant not to sue for infringement of any Patent, including, without limitation, each agreement referred to in Schedule A – Part II attached hereto;

(iii) all United States (federal and state), and foreign trademarks, service marks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain name registrations, certification marks, collective marks, logos, other source or business identifiers and similarly related intellectual property rights, whether or not registered, and with respect to any and all of the foregoing, all registrations and applications thereof (collectively, the “**Trademark(s)**”), whether now owned or hereafter acquired by such Grantor, including, without limitation, the registrations and applications set forth on Schedule A – Part III attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(iv) all agreements, licenses and covenants providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Grantor is licensee or licensor thereunder) including, without limitation, the agreements set forth on Schedule A – Part IV attached hereto;

(v) all trade secrets and all other confidential or proprietary information whether or not the foregoing has been reduced to a writing or other tangible form, including all databases and documents and things embodying, incorporating, or referring in any way to the foregoing (collectively, the “**Trade Secret(s)**”), whether now owned or hereafter acquired by such Grantor;

(vi) all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, the agreements set forth on Schedule A – Part V attached hereto;

(vii) all United States and foreign copyrights (including community designs), including but not limited to copyrights in software, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing, all registrations and applications thereof (collectively, the “**Copyright(s)**”), whether now owned or hereafter acquired by such Grantor, including, without limitation, the registrations and applications referred to in Schedule A – Part VI attached hereto;

(viii) all agreements, licenses and covenants providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder) or otherwise providing for a covenant not to sue for infringement of any Copyright including, without limitation, the agreements set forth on Schedule A – Part VII attached hereto;

(ix) with respect to any and all of the foregoing, (A) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, (B) all rights in the foregoing provided under common-law by international treaties or conventions, (C) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (D) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(x) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(xi) any and all proceeds of, collateral for, income, royalties, license fees, payments, claims, damages, proceeds of suit and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a second priority security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise and each of them, when due, whether at stated maturity, by required prepayment, declaration or acceleration, demand or otherwise (including the payment of any amounts that would become due but for the operation of an automatic stay under Section 362(a) of the Bankruptcy Code). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party. Notwithstanding anything in this IP Security Agreement to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this IP Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date hereof (as amended, restated, extended, supplemented, reaffirmed or otherwise modified from time to time, the “*Intercreditor Agreement*”), among the Borrower, the First Lien Administrative Agent (as defined in the Intercreditor Agreement), the Administrative Agent and each other party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed and delivered in any number of counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the second priority security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. **THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTERESTS GRANTED HEREUNDER)).**

SECTION 7. Submission to Jurisdiction; Waiver of Jury Trial; Waiver of Venue. **THE PROVISIONS OF (A) IN THE CASE OF THE BORROWER, THE CREDIT AGREEMENT AND (B) IN THE CASE OF EACH OTHER GRANTOR, THE GUARANTY, UNDER THE HEADINGS “SUBMISSION TO JURISDICTION”, “WAIVER OF JURY TRIAL” AND “WAIVER OF VENUE” ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT OR THE GUARANTY.**


SECTION 7. Prior IP Security Agreement. The parties hereto were party to that certain Second Lien Intellectual Property Security Agreement, dated as of the Original Closing Date (the “*Prior IP Security Agreement*”). Notwithstanding the amendment and restatement of the Credit Agreement as of the date hereof, in order to facilitate the refinancing of the Existing First Lien Loans and establish the priority in favor of the First Lien Lenders as reflected in the Intercreditor Agreement, the parties acknowledge that the Prior IP Security Agreement has been terminated in its entirety as of the date hereof and is of no further force and effect. For purposes of clarification, the obligations of the parties under this Agreement constitute new obligations effective as of the date hereof and do not constitute a continuation of the obligations under the Prior IP Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written


“Grantors”

**GOLDEN GAMING, LLC,**  
a Nevada limited liability company

By:   
Name: *Matthew W. Flandermeyer*  
Title: *Manager*

**GOLDEN AVIATION, LLC,**  
a Nevada limited liability company  
**GOLDEN GOLF MANAGEMENT, LLC,**  
a Nevada limited liability company  
**GOLDEN HRC, LLC,**  
a Nevada limited liability company  
**GOLDEN PAHRUMP NUGGET, LLC,**  
a Nevada limited liability company  
**GOLDEN PAHRUMP TOWN, LLC,**  
a Nevada limited liability company  
**GOLDEN PAHRUMP LAKESIDE, LLC,**  
a Nevada limited liability company  
**GOLDEN ROUTE OPERATIONS, LLC,**  
a Nevada limited liability company  
**GOLDEN TAVERN RESTAURANTS, LLC,**  
a Nevada limited liability company  
**GOLDEN TAVERN GROUP, LLC,**  
a Nevada limited liability company

By: Golden Gaming, LLC,  
their sole member/manager

By:   
Name: *Matthew W. Flandermeyer*  
Title: *Manager*



**E-T-T, LLC,**  
a Nevada limited liability company  
**MARKET GAMING, LLC,**  
a Nevada limited liability company

By: Golden Route Operations, LLC,  
their sole member/manager

By: Golden Gaming, LLC,  
its sole member/manager

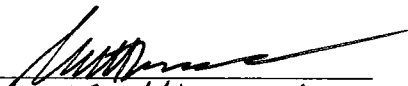
By:   
Name: *Matthew W. Flandermeyer*  
Title: *Manager*

**CARDIVAN, LLC,**  
a Nevada limited liability company  
**CORRAL COUNTRY COIN, LLC,**  
a Nevada limited liability company

By: E-T-T, LLC,  
their sole member/manager

By: Golden Route Operations, LLC,  
its sole member/manager

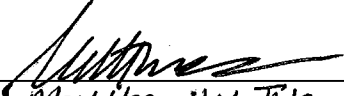
By: Golden Gaming, LLC,  
its sole member/manager

By:   
Name: *Matthew W. Flandermeyer*  
Title: *Manager*

**GOLDEN-PT'S PUB HENDERSON 1, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB STEWART-NELLIS 2, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB EAST SAHARA 3, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB RANCHO 4, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB CHEYENNE-NELLIS 5, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB SUMMERLIN 6, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB VEGAS VALLEY 7, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB WEST SAHARA 8, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB SPRING MOUNTAIN 9, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB FLAMINGO 10, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB RAINBOW 11, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB DURANGO 12, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB WARM SPRINGS 13, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB TWAIN 14, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB TROPICANA 15, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB WINTERWOOD 16, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB SUNSET-PECOS 17, LLC,**  
a Nevada limited liability company

By: Golden Tavern Group, LLC,  
their sole member/manager


By: Golden Gaming, LLC,  
its sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: Manager

**GOLDEN-PT'S PUB MLK 18, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB TUNES 19, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB DECATUR-HACIENDA  
20, LLC,** a Nevada limited liability company  
**GOLDEN-PT'S PUB DECATUR-SOBB 21, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB SILVERADO-  
MARYLAND 22, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB SILVERADO-BERMUDA  
23, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB SUNRISE 24, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB HUALAPAI 25, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB BIG GAME 26, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB CANTINA 27, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB FERNLEY 28, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB FORT APACHE 29, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB ANN 30, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB RUSSELL 31, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB CENTENNIAL 32, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB HORIZON 33, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB ST. ROSE 35, LLC,**  
a Nevada limited liability company

By: Golden Tavern Group, LLC,  
their sole member/manager

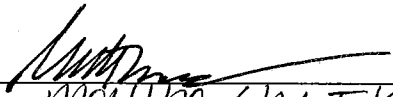
By: Golden Gaming, LLC,  
its sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: manager

**GOLDEN-PT'S PUB EASTERN 36, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB RACETRACK 37, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB ANTHEM 38, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB SUNSET-BUFFALO 39, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB TRIPLE BAR 40, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB OCEANS 41, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB DESERT INN 42, LLC,**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB SPRING VALLEY 44, LLC,**  
a Nevada limited liability company  
**GOLDEN-O'ACES BAR RAINBOW 46, LLC,**  
a Nevada limited liability company  
**GOLDEN-O'ACES BAR POST 47, LLC**  
a Nevada limited liability company  
**GOLDEN - PT'S PUB FOOTHILLS 48, LLC**  
a Nevada limited liability company  
**GOLDEN-PT'S PUB FRED'S 49, LLC**  
a Nevada limited liability company  
**SPARKY'S PRATER 1, LLC,**  
a Nevada limited liability company  
**SPARKY'S DOGHOUSE 2, LLC,**  
a Nevada limited liability company  
**SPARKY'S MCCARRAN 3, LLC,**  
a Nevada limited liability company  
**SPARKY'S LONGLEY 4, LLC,**  
a Nevada limited liability company  
**SPARKY'S MT. ROSE 5, LLC,**  
a Nevada limited liability company

By: Golden Tavern Group, LLC,  
their sole member/manager

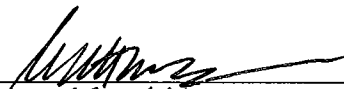
By: Golden Gaming, LLC,  
its sole member/manager

By:   
Name: Matthew W. Flander Meyer  
Title: manager

**SPARKY'S SOUTH CARSON 7, LLC**  
a Nevada limited liability company  
**SPARKY'S SOUTH MEADOWS 8, LLC,**  
a Nevada limited liability company  
**GOLDEN-SIERRA GOLD DOUBLE R1, LLC,**  
a Nevada limited liability company  
**GOLDEN-SIERRA JUNCTION DOUBLE R2, LLC,**  
a Nevada limited liability company  
**SIERRA GOLD JONES 3, LLC,**  
a Nevada limited liability company  
**SIERRA GOLD BUFFALO 4, LLC,**  
a Nevada limited liability company  
**SIERRA GOLD STEPHANIE 5, LLC,**  
a Nevada limited liability company  
**SIERRA GOLD ALIANTE 6, LLC,**  
a Nevada limited liability company  
**GOLDEN RR BUFFALO 1, LLC,**  
a Nevada limited liability company  
**GOLDEN RR FLAMINGO 2, LLC,**  
a Nevada limited liability company  
**GOLDEN RR EASTERN 3, LLC,**  
a Nevada limited liability company  
**GOLDEN RR CENTENNIAL 4, LLC,**  
a Nevada limited liability company  
**GOLDIES GROUP, LLC**  
a Nevada limited liability company

By: Golden Tavern Group, LLC,  
their sole member/manager

By: Golden Gaming, LLC,  
its sole member/manager

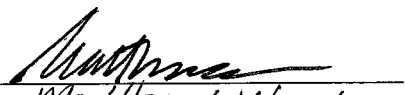
By:   
Name: Matthew W. Flandermeyer  
Title: Manager

**GOLDIES HUALAPAI 1, LLC,**  
a Nevada limited liability company  
**GOLDIES VALLEY VIEW 2, LLC,**  
a Nevada limited liability company  
**GOLDIES SOUTH MEADOWS 4, LLC,**  
a Nevada limited liability company  
**GOLDIES CACTUS 5, LLC,**  
a Nevada limited liability company  
**GOLDIES WARM SPRINGS 6, LLC,**  
a Nevada limited liability company  
**GOLDIES WINDMILL 7, LLC,**  
a Nevada limited liability company  
**GOLDIES WESTCLIFF 8, LLC,**  
a Nevada limited liability company

By: Goldies Group, LLC,  
their sole member/manager

By: Golden Tavern Group, LLC,  
its sole member/manager

By: Golden Gaming, LLC,  
its sole member/ manager

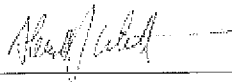
By:   
Name: *Matthew W. Flandermeyer*  
Title: *Manager*

ACCEPTED AND AGREED  
AS OF THE DATE FIRST  
ABOVE WRITTEN:

**ABC FUNDING, LLC,**  
as Administrative Agent

By: Summit Partners Credit Advisors, L.P.  
Its: Manager

By: Summit Master Company, LLC  
Its: General Partner

By:   
Name: Alex Whittmore  
Title: Member

## Schedule A

### Part I – Patents

<b>EXISTING AND PENDING PATENTS</b>			
<b>Owner</b>	<b>Title</b>	<b>Serial Number/ Registration Number</b>	<b>Date of Filing(s)</b>
Golden Gaming, LLC	METHOD AND SYSTEM FOR PROVIDING A BONUS AWARD TO MULTIPLE PLAYERS PLAYING GAMING MACHINES ON A NETWORK BASED ON A WINNING OUTCOME AT A SINGLE LINKED MACHINE	Application #: 11184121 (USPTO)	July 18, 2008
ETT, LLC	PLAYER TRACKING SYSTEM	Application #: 10809536 Patent #: 8070598 (USPTO)	March 24, 2004 Patent Issued: Dec. 6, 2011

### Part II – Patent Licenses

- Golden Gaming, LLC (formerly Golden Gaming, Inc.), Golden Route Operations, LLC and Golden Tavern Group, LLC are licensees of U.S. Patent Nos. 6,763,998 and 6,896,180 owned by United Coin Machine Co.
- Golden Gaming, LLC (formerly Golden Gaming, Inc.), and Golden Route Operations, LLC are licensees from Ardent Progressive Systems and Games, LLC of its IP rights in the licensed technology listed as follows (collectively, the “Licensed Technology”):
  - Slot Accounting System, including source to all components of the Slot Accounting System.
  - Golden’s fixes to the Slot Accounting System, including source to those fixes.
  - TITO (Ticketing source code across all code platforms (Delphi, SMIB, etc.).
  - Safe documentation and safe protocol instruction set from De La Rue.
  - Letter from ETT/Ardent to De La Rue that neither ETT or Arden will prevent or prohibit direct safe purchases by Golden.
  - Definitions of codes referenced in error files generated by the Slot Accounting System relating to component failures.
- Golden Gaming, LLC (formerly Golden Gaming, Inc.), and Golden Route Operations, LLC are licensees from E-T-T, Inc., of its IP rights in the Licensed Technology.
- Golden Gaming, LLC (formerly Golden Gaming, Inc.), and Golden Route Operations, LLC are licensees from E-T-T, Inc., of its IP rights in the Safe Patents and Secure Safe System (free use limited to locations where Golden is gaming licensee or route operator; ability to distribute to third parties requires payments to E-T-T) listed as follows:
  - U.S. Provisional App. Serial No. 60/458,852 filed March 27, 2003.
  - U.S. Application Serial No. 10/809,536 file March 24, 2004; Title: Player Tracking System Patent No. 8070598 (above).
  - U.S. Patent App. Serial No. 11/216,714 filed August 31, 2005; Title: Player Tracking System CIP from patent application above for safe functions which claims benefit of 60/458,852. (A single license from E-T-T issued to Golden Gaming of the E-T-T patent assets in this “family of patents” so, although the application was abandoned, it remains in effect based on the issued active patent; however, the CIP subject matter is no longer covered since it went abandoned)
- Golden Gaming, LLC (formerly Golden Gaming, Inc.), and Golden Route Operations, LLC are licensors to Ardent Progressive Systems and Games, LLC and E-T-T, Inc. of its rights in the Licensed Technology.



- Golden Gaming, LLC (formerly Golden Gaming, Inc.), and Golden Route Operations, LLC are licensors to Ardent Progressive Systems and Games, LLC of its ARIS Player Tracking System - this license is limited to the Prospector Casino, and Hotel Nevada, both located in Ely, NV.

**Part III – Trademarks**

<b>NEVADA STATE MARKS</b>			
<b>EXISTING AND PENDING TRADEMARKS</b>			
<b>Owner</b>	<b>Trademark</b>	<b>Serial Number/ Registration Number</b>	<b>Date of Filing(s)</b>
Golden Gaming, Inc.	A NEVADA STYLE TAVERN (Service Mark Class 100)	E0411162005-4 (Nevada Secretary of State)	June 23, 2005
Golden Gaming, Inc.	A NEVADA STYLE TAVERN (Service Mark Class 101)	E0246732005-2 (Nevada Secretary of State)	April 28, 2005
Golden Tavern Group, LLC	BEER & BITES CLUB (Service Mark Class 101)	E0134292011-1 (Nevada Secretary of State)	March 3, 2011
Golden Tavern Group, LLC	BEER & BITES CLUB (stylized and/or with design) (Service Mark Class 101)	E0133962011-1 (Nevada Secretary of State)	March 3, 2011
Golden Gaming, Inc.	GOLD MINER'S BUFFET (Service Mark Class 100)	E0412782007-1 (Nevada Secretary of State)	June 11, 2007
Golden Gaming, Inc.	GOLDEN GAMING (Service Mark Class 107)	SM00340436 (Nevada Secretary of State)	January 10, 2002
Golden Gaming, Inc.	GOLDEN HARVEST CAFE (Service Mark Class 100)	E0412902007-7 (Nevada Secretary of State)	June 11, 2007
Golden Gaming, Inc.	GOLDEN REWARDS (Service Mark Class 107)	SM00350764 (Nevada Secretary of State)	August 25, 2003
Golden Gaming, Inc.	GOLDEN ROUTE OPERATIONS (Service Mark Class 107)	SM00360434 (Nevada Secretary of State)	May 24, 2004
Golden Pahrump Nugget, LLC	PAHRUMP NUGGET (Service Mark Class 100)	SM00330769 (Nevada Secretary of State)	March 27, 2001
Golden Pahrump Nugget, LLC	PAHRUMP NUGGET (Service Mark Class 101)	SM00330770 (Nevada Secretary of State)	March 27, 2001
Golden Gaming, Inc.	PT'S (Service Mark Class 39)	TM00290074 (Nevada Secretary of State)	June 13, 1996
Golden Gaming, Inc.	PT'S (Service Mark Class 38)	E0579882007-3 (Nevada Secretary of State)	August 16, 2007
Golden Gaming, Inc.	PT'S ENTERTAINMENT GROUP (Service Mark Class 107)	SM00360436 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S GOLD LAS VEGAS (Service Mark Class 107)	SM00360440 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S GOLD LAS VEGAS (Service Mark Class 100)	SM00360441 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S PLACE (Service Mark Class 100)	SM00260439 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S PLACE (Service Mark Class 107)	SM00360438 (Nevada Secretary of State)	May 24, 2004

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
Golden Gaming, Inc.	PT'S PUB (Service Mark Class 100)	SM00360443 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	PT'S PUB (Trademark Class 39)	TM00360473 (Nevada Secretary of State)	June 2, 2004
Golden Gaming, Inc.	P.T.'s PUB (Trade Name Class 100)	TN00290077 (Nevada Secretary of State)	June 13, 1996
Golden Gaming, Inc.	P.T.'s PUB (Service Mark Class 107)	TN00290076 (Nevada Secretary of State)	June 13, 1996
Golden Gaming, Inc.	PT'S PUB (Service Mark Class 107)	SM00360442 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	REAL.LOCAL.PLAY. (Service Mark Class 101)	SM00350112(Nevada Secretary of State)	November 13, 2002
Golden Gaming, Inc.	RENO'S TOP DOG (Service Mark Class 100)	SM00360435 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	SIERRA GOLD A NEVADA STYLE TAVERN (Service Mark Class 100)	E0246652005-2(Nevada Secretary of State)	April 28, 2005
Golden Gaming, Inc.	SIERRA GOLD A NEVADA STYLE TAVERN (Service Mark Class 101)	E0246712005-0(Nevada Secretary of State)	April 28, 2005
Golden Gaming, Inc.	SIERRA JUNCTION (Service Mark Class 100)	E0412832007-8(Nevada Secretary of State)	June 11, 2007
Golden Gaming, Inc.	SIERRA JUNCTION (Service Mark Class 101)	E0415872007-5(Nevada Secretary of State)	June 11, 2007
Golden Gaming, Inc.	SPARKY'S (Service Mark Class 100)	SM00360437 (Nevada Secretary of State)	May 24, 2004
Golden Gaming, Inc.	STOCKMAN'S STEAK HOUSE (Service Mark Class 100)	E0412682007-9(Nevada Secretary of State)	June 11, 2007

**COLORADO STATE MARKS****EXISTING AND PENDING TRADEMARKS**

<b><u>Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Serial Number/ Registration Number</u></b>	<b><u>Date of Filing(s)</u></b>
Golden Gaming, LLC	GOLDEN CASINO GROUP (Service Mark Class 42)	CO20051369502 (Colorado Secretary of State)	October 3, 2005
Golden Gaming, LLC	GOLDEN CASINO GROUP (Service Mark Class 41)	CO20051369500 (Colorado Secretary of State)	October 3, 2005
Golden Gaming, LLC	GOLDEN GAMING (Service Mark Class 42)	CO20051369479 (Colorado Secretary of State)	October 3, 2005
Golden Gaming, LLC	GOLDEN GAMING (Service Mark Class 41)	CO20051369477) (Colorado Secretary of State)	October 3, 2005

**FEDERAL MARKS**

**EXISTING AND PENDING TRADEMARKS**

<b>Owner</b>	<b>Trademark</b>	<b>Serial Number/ Registration Number</b>	<b>Date of Filing(s)</b>
Golden Tavern Group, LLC	BEER & BITES CLUB (and design) (Trademark Class 43)	Serial # 85029771 Registration #: 3893542 (USPTO)	Filing Date: May 4, 2010 Registration Date: Dec. 21, 2010
Golden Tavern Group, LLC	BEER & BITES CLUB (Trademark Class 43)	Serial # 85029674 Registration #: 3893531 (USPTO)	Filing Date: May 4, 2010 Registration Date: Dec 21, 2010
Golden Gaming, LLC	GOLD BAR (Trademark Class 43)	Serial # 78851700 Registration #: 3205895 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, LLC	GOLD PASS (Trademark Class 41)	Serial # 78884010 Registration #: 3741243 (USPTO)	Filing Date: May 15, 2006 Registration Date: Jan. 19, 2010
Golden Gaming, LLC	GOLDEN BAD BEAT (Trademark Class 41)	Serial # 77591796 Registration #: 3747592 (USPTO)	Filing Date: Oct. 13, 2008 Registration Date: Feb. 9, 2010
Golden Gaming, LLC	GOLDEN BAD BEAT (Trademark Class 28)	Serial # 77591801 Registration #: 3764507 (USPTO)	Filing Date: Oct. 13, 2008 Registration Date: Mar. 23, 2010
Golden Gaming, LLC	GOLDEN CASINO GROUP (Trademark Class 41)	Serial # 78851617 Registration #: 3205888 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, LLC	GOLDEN CASINO GROUP (Trademark Class 43)	Serial # 78851647 Registration #: 3205891 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, LLC	GOLDEN GAMING (Trademark Class 41)	Serial # 77184195 Registration #: 3372386 (USPTO)	Filing Date: May 17, 2007 Registration Date: Jan. 22, 2008
Golden Gaming, LLC	GOLDEN GAMING (Trademark Class 43)	Serial # 77184197 Registration #: 3372387 (USPTO)	Filing Date: May 17, 2007 Registration Date: Jan. 22, 2008
Golden Gaming, LLC	GOLDEN REWARDS (Trademark Class 41)	Serial #: 76559979 Registration #: 3131570 (USPTO)	Filing Date: Oct. 30, 2003 Registration Date: Aug. 22, 2006
Golden Gaming, LLC	GOLDEN TAVERN GROUP (Trademark Class 41)	Serial #: 78851666 Registration #: 3205892 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, LLC	GOLDEN TAVERN GROUP (Trademark Class 43)	Serial #: 78851678 Registration #: 3205894 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, LLC	I WANT MY PT'S (Trademark Class 43)	Serial # 77402000 Registration #: 3504946 (USPTO)	Filing Date: Feb. 20, 2008 Registration Date: Sep. 23, 2008
Golden Gaming, LLC	I WANT MY PT'S (Trademark Class 41)	Serial # 77402002 Registration #: 3504947 (USPTO)	Filing Date: Feb. 20, 2008 Registration Date: Sep. 23, 2008
Golden Gaming, LLC	THE MEGA WHEEL (Trademark Class 35)	Serial # 85522701 Registration #: Not Available (USPTO)	Filing Date: Jan. 23, 2012 Registration Date: Pending

<b>Owner</b>	<b>Trademark</b>	<b>Serial Number/ Registration Number</b>	<b>Date of Filing(s)</b>
Golden Gaming, LLC	THE MEGA WHEEL (Trademark Class 41)	Serial # 85522705 (USPTO)	Filing Date: Jan. 23, 2012 Registration Date: Pending
Golden Gaming, LLC	NEVADA REWARDS (Trademark Class 41)	Serial # 85509765 Registration #: 4359398 (USPTO)	Filing Date: Jan. 5, 2012 Registration Date: June 25, 2013
Golden Gaming, LLC	NEVADA REWARDS (Trademark Class 35)	Serial # 85509747 Registration #: 4359397 (USPTO)	Filing Date: Jan. 5, 2012 Registration Date: June 25, 2013
Golden Gaming, LLC	NUGGET HOTEL CASINO PAHRUMP NEVADA (and design)	Serial # 77200815 Registration #: 3359463 (USPTO)	Filing Date: Jun. 7, 2007 Registration Date: Dec. 25, 2007
Golden Gaming, LLC	NUGGET HOTEL CASINO PAHRUMP NEVADA (and design)	Serial # 77200836 Registration #: 3356032 (USPTO)	Filing Date: Jun. 7, 2007 Registration Date: Dec. 18, 2007
Golden Gaming, LLC	P.T.'s (Trademark Class 41)	Serial #: 78851688 Registration #: 3409116 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Apr. 8, 2008
Golden Gaming, LLC	P.T.'s (Trademark Class 43)	Serial #: 78851694 Registration #: 3422910 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: May 6, 2008
Golden Gaming, LLC	SIERRA GOLD (Trademark Class 25)	Serial #: 76548403 Registration #: 3029804 (USPTO)	Filing Date: Sept. 15, 2003 Registration Date: Dec. 13, 2005
Golden Gaming, LLC	SIERRA GOLD (Trademark Class 32)	Serial #: 76548404 Registration #: 3233863 (USPTO)	Filing Date: Sept. 15, 2003 Registration Date: Apr. 24, 2007
Golden Gaming, LLC	SIERRA GOLD (Trademark Class 41)	Serial #: 78298808 Registration #: 2973734 (USPTO)	Filing Date: Sep. 10, 2003 Registration Date: Jul. 19, 2005
Golden Gaming, LLC	SIERRA GOLD (Trademark Class 43)	Serial #: 78298779 Registration #: 3218537 (USPTO)	Filing Date: Sep. 10, 2003 Registration Date: Mar. 13, 2007
Golden Gaming, LLC	SIERRA GOLD A NEVADA STYLE TAVERN (and design) (Trademark Class 41)	Serial # 77590730 Registration #: 3833352 (USPTO)	Filing Date: Oct. 10, 2008 Registration Date: Aug. 17, 2010
Golden Gaming, LLC	SIERRA GOLD A NEVADA STYLE TAVERN LAS VEGAS (HENDERSON RENO N. LAS VEGAS (and design) (Trademark Class 43)	Serial # 77590766 Registration #: 3820157 (USPTO)	Filing Date: Oct. 10, 2008 Registration Date: Jul. 20, 2010
Golden Gaming, LLC	SIERRA GOLD CASINO (Trademark Class 41)	Serial #: 85372775 (USPTO)	Filing Date: Jul. 15, 2011 Registration Date: Pending
Golden Gaming, LLC	SIERRA GOLD CASINO (Trademark Class 35)	Serial # 85372799 (USPTO)	Filing Date: Jul. 15, 2011 Registration Date: Pending
Golden Gaming, LLC	SIERRA GOLD CASINO (Trademark Class 43)	Serial #: 85372821 (USPTO)	Filing Date: Jul. 15, 2011 Registration Date: Pending

Domain Name Registrations

goldenvegasgames.net
goldengaming.net
gginet.info
golden-rewards.com
goldencasinogroup.com
goldengaminginckansas.com
goldengulchcasino.com
goldeninfo.net
goldenjazzalley.com
goldenrouteoperations.com
goldentaverngroup.com
grogoldpass.com
gronv.com
milehighclublv.com
milehighclubsg.com
palefacebarandgrille.com
palefacesaloon.com
palefacesaloonandgrille.com
palefacewateringhole.com
ptstogo.com
sartinient.com
sartinienterprises.com
sierraentertainmentgroup.com
sierragoldcasinoandhotel.com
sierragoldentertainment.com
sierragoldhotelandcasino.com
sierragoldnv.com
sierragoldtavern.com
sierragoldtogo.com
sierratavern.com
sparkysentertainmentgroup.com
sparkysgrill.com
sparkystogo.com
supergoldenjackpot.com
theloftvegas.com
pttgv.com
goldeninteractive.com
goldengaminginteractive.com
nobluffinteractive.com
sartiniinteractive.com
pahrumpnuggetpoker.com
ptgpoker.com
ptspoker.biz
ptspoker.com
ptspoker.net
ptspoker.tv
ptspoker.us
sierragoldpoker.com
sierragoldpoker.net
ptspoker.info
ptspoker.me
ptspoker.org
winamaxbingo.com

winamaxbingo.net
winamaxslots.com
winamaxslots.net
winamaxsports.com
winamaxsports.net
grogaming.com
gronevada.com
gropartner.com
groroute.com
ptegreno.com
ptsentertainment.com
ptsentertainmentgroup.com
myptstavern.com
mysierragold.com
ptstavern.com
ggilv.com
shakersshake.com
shakersmilkshake.com
myclubnugget.com
mypahrumpnugget.com
ptstaverns.com
sierragoldlv.com
sierragoldreno.com
sparkysreno.com
mybeerandbites.com
mybeerandbitesreno.com
goldiesnevada.com
goldiesslotcasino.com
nevada-rewards.com
pahrumpnugget.com

**Part IV – Trademark Licenses**

none

**Part V – Trade Secret Licenses**

none

**Part VI – Copyrights**

<b>EXISTING AND PENDING COPYRIGHTS</b>			
<b>Owner</b>	<b>Title</b>	<b>Registration Number</b>	<b>Date of Filing(s)</b>
Golden Gaming, Inc.	ARDENT ROUTE INFORMATION SYSTEM	TX0006850168	Registration Date: June 27, 2008

**Part VII – Copyright Licenses**

As a result of the settlement in *Slep-Tone Entertainment Corporation vs. Ellis Island Casino & Brewery, et al*, Case No. 2:12-cv-00239, Golden Gaming is required to have third-party karaoke service providers disclose the origin of the karaoke tracks played in Golden Gaming venues, if requested by Slep-Tone.