

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association	FORMERLY Successor by Merger to Wachovia Bank, National Association	11/20/2013	COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	GNLV Corp.
Street Address:	1510 West Loop South
City:	Houston
State/Country:	TEXAS
Postal Code:	77027
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1082044	GOLDEN NUGGET
Registration Number:	1082078	GOLDEN NUGGET
Registration Number:	1142119	GOLDEN NUGGET
Registration Number:	1164118	LILLIE LANGTRY'S
Registration Number:	1196198	GOLDEN NUGGET
Registration Number:	1199956	GOLDEN NUGGET
Registration Number:	1203988	GOLDEN NUGGET
Registration Number:	1214357	GOLDEN NUGGET
Registration Number:	1554155	GOLDEN NUGGET
Registration Number:	1864407	FLAMING 777
Registration Number:	2240084	GOLDEN NUGGET
Registration Number:	2431359	GN CLASSIC
Registration Number:	2462842	GN CLASSIC

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Registration Number:	2682862	GOLDEN NUGGET
Registration Number:	2760853	GOLDEN NUGGET
Registration Number:	2792326	ZAX
Registration Number:	2882273	GOLDEN NUGGET
Registration Number:	2882750	MARCH FEVER
Registration Number:	2888060	24 KARAT CLUB
Registration Number:	2940044	MARCH FEVER
Registration Number:	2991111	24 KARAT PLUS
Registration Number:	3208158	LILLIE'S
Serial Number:	77155394	18 KARAT ARCADE
Serial Number:	78965617	AT THE TANK DIVE BAR
Serial Number:	78820578	GOLDEN NUGGET SUPERBASH
Serial Number:	78820611	GOLDEN NUGGET SUPERBASH
Serial Number:	78747767	RENOVE
Serial Number:	78747772	RÉNOVE
Serial Number:	78965618	RUSH LOUNGE
Serial Number:	77007994	THE TANK THE POOL AT THE GOLDEN NUGGET
Serial Number:	77155430	18 KARAT ARCADE
Registration Number:	3603520	GOLD DIGGERS DRINK DANCE DOWNTOWN
Registration Number:	3551269	GOLD DIGGERS DRINK DANCE DOWNTOWN
Registration Number:	3641428	WORLD SERIES OF SLOTS
Serial Number:	77286080	GOLD DIGGERS DRINK DANCE DOWNTOWN
Serial Number:	77286099	GOLD DIGGERS DRINK DANCE DOWNTOWN

CORRESPONDENCE DATA

Fax Number: 7132387343
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 7132204200
Email: pat-tmk@andrewskurth.com
Correspondent Name: Callie Parker/ Andrews Kurth LLP
Address Line 1: 600 Travis, Suite 4200
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	210033
NAME OF SUBMITTER:	Callie Parker
Signature:	/Callie Parker-event/

TRADEMARK

REEL: 005159 FRAME: 0107

11/21/2013

Total Attachments: 5

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TRADEMARK RELEASE

First Lien

THIS TRADEMARK RELEASE (this "Release") is made as of November 21, 2013, by WELLS FARGO BANK, NATIONAL ASSOCIATION (successor by merger to Wachovia Bank, National Association) in its capacity as collateral agent (the "Collateral Agent") pursuant to that certain First Lien Credit Agreement (as defined below) in favor of GNLV, Corp, a Nevada Corporation (the "Pledgor"). Capitalized terms used but not defined herein have the meanings assigned to them in the First Lien Security Agreement (as defined below), or if not defined therein, then in the First Lien Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, the Pledgor is party to that certain First Lien Credit Agreement, dated as of June 14, 2007, among Golden Nugget, Inc., Landry's, Inc., the several banks and other financial institutions or entities from time to time party thereto, the Collateral Agent, and the other agents party thereto (the "First Lien Credit Agreement"), pursuant to which it entered into that certain First Lien Security Agreement, dated as of June 14, 2007 (the "First Lien Security Agreement").

WHEREAS, pursuant to the First Lien Security Agreement, the Pledgor executed and delivered (i) that certain First Lien Trademark Security Agreement dated as of June 14, 2007 (the "2007 Security Agreement"), and (ii) that certain First Lien Trademark Security Agreement dated as of August 17, 2010 (the "2010 Security Agreement"), under which it pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all of the following (collectively, the "Trademark Collateral"):

- a. the trademarks of the Pledgor listed on Schedule I attached hereto (the "Trademarks");
- b. all Goodwill associated with such Trademarks;
- c. all Proceeds of any and all of the foregoing (other than Excluded Property);

WHEREAS, the 2007 Security Agreement was recorded at reel 3566, frame 0458 on June 22, 2007 and the 2010 Security Agreement was recorded at reel 4288, frame 0381 on October 1, 2010; and

WHEREAS, the obligations underlying the security interest are no longer owed and the Pledgor has requested that the Collateral Agent release its lien on and security

interest in and to all of its right, title and interest in, to and under the Trademark Collateral.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby releases any and all of its claims, liens, and other encumbrances in and to the Trademark Collateral, including all of its lien on and security interest in and to all of its right, title and interest in, to and under the Trademark Collateral, and reassigns any and all rights, titles and interests therein, without any representation, recourse or undertaking by Collateral Agent, to the Company.

The Collateral Agent further agrees to execute and deliver to the Pledgor any and all further documents and instruments, and do any and all further acts which the Pledgor (or its agents or designees) reasonably request, at the Pledgor's sole cost and expense, in order to confirm this Release and the Pledgor's right, title and interest in, to and under the Trademark Collateral.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, (successor by merger to Wachovia
Bank, National Association)
as Collateral Agent

By: 
Name: Reginald T. Dawson
Title: Senior Vice President


STATE OF GEORGIA

COUNTY OF Clayton

ss.:

On this 20th day of November, 2013, before me, the undersigned, personally appeared Reginald T. Dawson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[NOTARY SEAL]



Daughn L. Sage
Notary Public
Clayton County, Georgia
My Commission Expires
May 31, 2015

First Lien Trademark Release

TRADEMARK
REEL: 005159 FRAME: 0111

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Reel/Frame: 3566/0458 recorded 6/22/2007

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
GNLV Corp.	1,082,044	GOLDEN NUGGET
GNLV Corp.	1,082,078	GOLDEN NUGGET
GNLV Corp.	1,142,119	GOLDEN NUGGET
GNLV Corp.	1,164,118	LILLIE LANGTRY'S
GNLV Corp.	1,196,198	GOLDEN NUGGET
GNLV Corp.	1,199,956	GOLDEN NUGGET (and Design)
GNLV Corp.	1,203,988	GOLDEN NUGGET (and Design)
GNLV Corp.	1,214,357	GOLDEN NUGGET
GNLV Corp.	1,554,155	GOLDEN NUGGET (and Design)
GNLV Corp.	1,864,407	FLAMING 777
GNLV Corp.	2,240,084	GOLDEN NUGGET (Trade Dress)
GNLV Corp.	2,431,359	GN CLASSIC
GNLV Corp.	2,462,842	GN CLASSIC
GNLV Corp.	2,682,862	GOLDEN NUGGET (stylized)
GNLV Corp.	2,760,853	GOLDEN NUGGET (stylized)
GNLV Corp.	2,792,326	ZAX (and Design)
GNLV Corp.	2,882,273	GOLDEN NUGGET (stylized)
GNLV Corp.	2,882,750	MARCH FEVER
GNLV Corp.	2,888,060	24 KARAT CLUB
GNLV Corp.	2,940,044	MARCH FEVER
GNLV Corp.	2,991,111	24 KARAT PLUS (and Design)
GNLV Corp.	3,208,158	LILLIE'S NOODLE HOUSE

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
GNLV Corp.	77/155,394	18 KARAT ARCADE
GNLV Corp.	78/965,617	AT THE TANK DIVE BAR (and Design)
GNLV Corp.	78/820,578	GOLDEN NUGGET SUPERBASH
GNLV Corp.	78/820,611	GOLDEN NUGGET SUPERBASH
GNLV Corp.	78/747,767	RENOVE
GNLV Corp.	78/747,772	RENOVE (stylized)
GNLV Corp.	78/965,618	RUSH LOUNGE
GNLV Corp.	77/007,994	THE TANK THE POOL AT THE GOLDEN NUGGET
GNLV Corp.	77/155,430	18 KARAT ARCADE

Reel/Frame: 4288/0381 recorded on 10/1/2010

Trademark Registrations:

Owner	Registration Number	Trademark
GNLV Corp.	3603520	GOLD DIGGERS DRINK DANCE DOWNTOWN
GNLV Corp.	3551269	GOLD DIGGERS DRINK DANCE DOWNTOWN
GNLV Corp.	3641428	WORLD SERIES OF SLOTS
GNLV Corp.	3208158	LILLIE'S

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GNLV Corp.	77286080	GOLD DIGGERS DRINK DANCE DOWNTOWN
GNLV Corp.	77286099	GOLD DIGGERS DRINK DANCE DOWNTOWN

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