

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fertitta Entertainment LLC		07/11/2014	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 BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4486983	FERTITTA ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	lrizzo@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	601 S. Figueroa Street		
Address Line 2:	30th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	40371.01700		
NAME OF SUBMITTER:	Miguel Ruiz		
SIGNATURE:	/Miguel Ruiz/		
DATE SIGNED:	09/30/2014		
Total Attachments: 5			
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TRADEMARK

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of July 11, 2014 by and from FERTITTA ENTERTAINMENT LLC, a Delaware limited liability company ("Grantor"), to and in favor of BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties (in such capacity, "Grantee").

WHEREAS, the Grantor, the Lenders and certain other financial institutions have entered into that certain Amended and Restated Credit Agreement, dated as of December 24, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and Grantee have entered into a Security Agreement, dated as of April 26, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered with the United States Patent and Trademark Office (the "USPTO"); and

WHEREAS, this Confirmatory Grant has been granted in connection with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

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

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Security Agreement). Upon the occurrence of the Termination Date, (i) the security interests granted herein shall automatically terminate and (ii) Grantee shall promptly execute, acknowledge and deliver to the Grantor or its affiliates, all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) In order to secure the payment and performance of the Obligations (as defined in the Security Agreement), the Grantor hereby grants to Grantee a security interest in: (1) all of the Grantor's right, title and interest in and to the Trademarks, together with (2) all proceeds and rights associated with such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Interpretation. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) Recordation. The parties authorize the director of the USPTO to record this Confirmatory Grant.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Grant effective as of the date first written above.

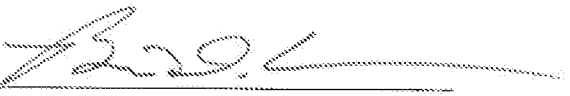
FERTITTA ENTERTAINMENT LLC

By: 

Name: Michael J. Falcone

Title: EVP/CFO

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

By: 

Name:

Title:

Brian D. Corum
Managing Director

Exhibit A

SCHEDULE OF TRADEMARKS

Mark	Registration No.
FERTITTA ENTERTAINMENT	4,486,983