

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359685

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	11

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tropicana Las Vegas, Inc.		10/22/2015	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main Street, 14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4044823	EVEN THE ODDS
Registration Number:	3878095	BISCAYNE STEAK SEA WINE
Registration Number:	3877859	HAVANA GO GO
Registration Number:	4412951	BACIO
Registration Number:	4530991	HERO RATE
Registration Number:	4530990	HERO RATE
Registration Number:	4530989	HERO RATE
Registration Number:	4530988	HERO RATE
Serial Number:	85451453	TROPICANA LAS VEGAS
Serial Number:	85451418	TROPICANA LAS VEGAS

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Phone: 714-540-1235

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

TRADEMARK

ATTORNEY DOCKET NUMBER:	042541-0030
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	10/22/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement ("Trademark Security Agreement"), dated as of October 22, 2015, by Tropicana Las Vegas, Inc. (the "Pledgor"), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement and the other Loan Documents (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of October 30, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement (or, if not defined in the Security Agreement, in the Credit Agreement) and used herein have the meaning given to them in the Security Agreement (or the Credit Agreement, if applicable).

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all Trademarks listed on Schedule I attached hereto. "Trademarks" shall mean (i) all trademarks, trade names, organizational names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof;
- (b) all Trademark Licenses listed on Schedule I attached hereto. "Trademark Licenses" shall mean any agreement, whether written or oral, providing for the grant by or to the Pledgor of any right to use any Trademark;
- (c) all goodwill associated with such Trademarks; and
- (d) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Pledged Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The provisions of Section 13.04(g) of the Credit Agreement shall apply with respect to the release of a security interest in any of the Pledged Trademark Collateral created pursuant to this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSIES, DISPUTES, OR CAUSES OF ACTION (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) BASED UPON OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[Signature pages follow] ,

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TROPICANA LAS VEGAS, INC.

By: 

Name: Saul V. Reibstein

Title: Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005651 FRAME: 0169

Accepted and Agreed:

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

By: *D. W. D. R.*
Name: *DeWayne D. Rasse*
Title: *Assistant Vice President*

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS:

Registrations:

MARK	REG. NUMBER	REG. DATE	DESCRIPTION
EVEN THE ODDS	4,044,823	10/25/2011	Gaming services in the nature of casino gaming; Providing casino services featuring a casino players rewards program (Class 41)
BISCAVNE STEAK SEA WINE (stylized)	3,878,095	11/16/2010	Provision of food and drink in restaurants; Restaurant and bar services (Class 43)
HAVANA GO GO & Design	3,877,859	11/16/2010	Cafe and restaurant services; Cafe-restaurants (Class 43)
BACIO ®	4,412,951	10/08/2013	Bar and restaurant services; Cafe and restaurant services; Hotel, bar and restaurant services (Class 43)
HERO RATE & Design	4,530,991	05/13/2014	Resort hotel services (Class 43)
HERO RATE & Design	4,530,990	05/13/2014	Resort hotel services (Class 43)
HERO RATE & Design	4,530,989	05/13/2014	Resort hotel services (Class 43)
HERO RATE & Design	4,530,988	05/13/2014	Resort hotel services (Class 43)

Applications:

MARK	SER. NUMBER	APP. DATE	DESCRIPTION
TROPICANA LAS VEGAS	85451453	10/19/2011	Arranging and conducting of concerts; Entertainment services in the nature of comedy shows; Entertainment services, namely, conducting parties; Gaming services in the nature of casino gaming; Nights-clubs (Class 41)
TROPICANA LAS VEGAS	85451418	10/19/2011	Night club reservation services, namely, arranging for cocktails and table service reservations at night clubs and night club events; Resort hotel services; Restaurant services, including sit-down service of food and take-out restaurant services (Class 43)

TRADEMARK LICENSES:

None