

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373345

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Circus And Eldorado Joint Venture, LLC		12/21/2015	LIMITED LIABILITY COMPANY: NEVADA
CC-Reno LLC		12/21/2015	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 South Dearborn, Floor L2, IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86663996	RENOSSANCE MAN	
<b>Serial Number:</b>	86663928	RENOSSANCE	
<b>Registration Number:</b>	2136089	SILVER LEGACY	
<b>Registration Number:</b>	2004955	SILVER LEGACY	
<b>Registration Number:</b>	2004954	SILVER LEGACY	
<b>Registration Number:</b>	2051213	SILVER LEGACY	
<b>Registration Number:</b>	2004953	SILVER LEGACY	
<b>Registration Number:</b>	2510740	SILVER LEGACY	
<b>Registration Number:</b>	2032577	SILVER BARON	
<b>Registration Number:</b>	2828220	THE ONE CLUB	
<b>Registration Number:</b>	2758076	ONE CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		

OP \$290.00 86663996

**Address Line 1:** 80 Pine Street  
**Address Line 2:** c/o Cahill Gordon & Reindal LLP  
**Address Line 4:** New York, NEW YORK 10005

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Michael Barys/

**DATE SIGNED:** 02/16/2016

**Total Attachments: 7**

source=Eldorado - Trademark Security Agreement (Silver Legacy and CC-Reno)#page1.tif  
source=Eldorado - Trademark Security Agreement (Silver Legacy and CC-Reno)#page2.tif  
source=Eldorado - Trademark Security Agreement (Silver Legacy and CC-Reno)#page3.tif  
source=Eldorado - Trademark Security Agreement (Silver Legacy and CC-Reno)#page4.tif  
source=Eldorado - Trademark Security Agreement (Silver Legacy and CC-Reno)#page5.tif  
source=Eldorado - Trademark Security Agreement (Silver Legacy and CC-Reno)#page6.tif  
source=Eldorado - Trademark Security Agreement (Silver Legacy and CC-Reno)#page7.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Circus And Eldorado Joint Venture, LLC
- 2. CC-Reno LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other 1. LLC-NV; 2. LLC-NV

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 21, 2015

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Street Address: 10 South Dearborn, Floor L2, IL1-1145

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

11

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

December 22, 2015  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **JPMORGAN CHASE BANK, N.A.**, as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement, dated as of July 23, 2015 (the “**Security Agreement**”), among such Grantors, the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

**2.1. Grant of Security.** Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, (vi) all payments and rights to payments arising out of the sale, lease, license, assignment or other disposition thereof, and (vii) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, “**Trademarks**”);

(b) any and 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, those listed or required to be listed in Schedule A attached hereto;

(c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; and

(d) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

**2.2. Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement.**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

**CIRCUS AND ELDORADO JOINT VENTURE, LLC**

By: Eldorado Limited Liability Company  
Its: Sole Member

By: Eldorado Resorts LLC  
Its: Sole Member

By: Eldorado Holdco LLC  
Its: Sole Member

By: Eldorado Resorts, Inc.  
Its: Sole Member

By: *Gary L. ...*  
Name: *Gary L. ...*  
Title: *CEO*

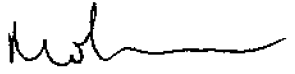
**CC-RENO LLC**

By: Eldorado Resorts, Inc.  
Its: Sole Member

By: *Gary L. ...*  
Name: *Gary L. ...*  
Title: *CEO*

Accepted and Agreed  
as of the date first above written:

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: **Mohammad S. Hasan**  
**Executive Director**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005732 FRAME: 0353**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

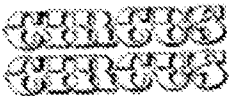

**(a) Trademarks:**

Grantor	Jurisdiction	Trademark	Registration Number (Serial Number)	Registration Date (Filing Date)
Circus and Eldorado Joint Venture, LLC	Nevada	Silver Legacy	E0404132012-1	8/2/12
Circus and Eldorado Joint Venture, LLC	Nevada	Biggest Little Tailgate Party	E0042582009-1	1/23/09
CC-Reno LLC	Nevada	Kokopelli's Sushi	E0754862006-3	10/11/2006
CC-Reno LLC	Nevada	Kokopelli's	E0754072006-8	10/11/2006
Circus and Eldorado Joint Venture, LLC	Federal	RENOSSANCE MAN	Serial No. 86663996	6/16/15
Circus and Eldorado Joint Venture, LLC	Federal	RENOSSANCE	Serial No. 86663928	6/16/15
Circus and Eldorado Joint Venture, LLC	Federal	SILVER LEGACY	2136089	2/10/98
Circus and Eldorado Joint Venture, LLC	Federal	SILVER LEGACY	2004955	10/1/96
Circus and Eldorado Joint Venture, LLC	Federal	SILVER LEGACY	2004954	10/1/96
Circus and Eldorado Joint Venture, LLC	Federal	SILVER LEGACY	2051213	4/8/97
Circus and Eldorado Joint Venture, LLC	Federal	SILVER LEGACY	2004953	10/1/96
Circus and Eldorado Joint Venture, LLC	Federal	SILVER LEGACY	2510740	11/20/01
Circus and Eldorado Joint Venture, LLC	Federal	SILVER BARON	2032577	1/21/97



Grantor	Jurisdiction	Trademark	Registration Number (Serial Number)	Registration Date (Filing Date)
Mandalay Resort Group	Federal	The One Club	2828220	3/30/04
Mandalay Resort Group	Federal	One Club	2758076	9/2/03

**(b) Trademark Licenses:**

Grantor	Description of Trademark License	Registration Number of underlying Trademark	Name of Licensor
CC-Reno LLC	CIRCUS CIRCUS	1164962	Mandalay Resort Group
CC-Reno LLC	CIRCUS CIRCUS	891114	Mandalay Resort Group
CC-Reno LLC	CIRCUS CIRCUS	1231412	Mandalay Resort Group
CC-Reno LLC		1232243	Mandalay Resort Group
CC-Reno LLC		1231413	Mandalay Resort Group
CC-Reno LLC	THE STEAK HOUSE	SM00350403 (Nevada)	Mandalay Resort Group