TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379360

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HRHH IP, LLC		03/31/2016	Limited Liability Company: DELAWARE
HRHH Hotel/Casino, LLC		03/31/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Vegas HR Private Limited
Street Address:	335 Madison Ave, 24th Floor
Internal Address:	c/o GIC Real Estate, Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Private Limited Company: SINGAPORE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4265340	35 STEAKS + MARTINIS
Registration Number:	4692748	BACKSTAGE PASS
Registration Number:	4118728	BLITZED
Registration Number:	4424430	BODY ENGLISH
Registration Number:	4849357	ENTOURAGE
Serial Number:	86620477	FRIDAY NIGHT LIVE
Registration Number:	4748043	GENERAL ADMISSION
Registration Number:	4748044	GENERAL ADMISSION
Serial Number:	86513413	MULTI-PLATINUM ACCESS
Serial Number:	86513414	MULTI-PLATINUM ACCESS
Registration Number:	4865520	PLATINUM ACCESS
Registration Number:	4862047	PLATINUM ACCESS
Registration Number:	4524097	REHAB
Registration Number:	4611979	REHAB RX
Registration Number:	4615774	REHAB RX
Registration Number:	4121460	RELIQUARY

CH $615.00 4265340

Property Type	Number	Word Mark
Serial Number:	86525425	THE JOINT
Serial Number:	86525431	THE JOINT
Serial Number:	86473371	VINYL
Registration Number:	4897330	VINYL
Serial Number:	86473373	VINYL
Registration Number:	4891535	VINYL LAS VEGAS
Registration Number:	4897331	VINYL LAS VEGAS
Serial Number:	86473376	VINYL LAS VEGAS

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@dechert.com, erin.reimer@dechert.com

Correspondent Name: Erin Reimer

Address Line 1: 2929 Arch Street

Address Line 2: Dechert LLP, Cira Centre

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	387526
NAME OF SUBMITTER:	Erin Reimer
SIGNATURE:	/Erin Reimer/
DATE SIGNED:	04/05/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 31, 2016 by HRHH IP, LLC ("**IP Borrower**") and HRHH Hotel/Casino, LLC ("**Hotel/Casino Borrower**," and together with IP Borrower, individually or collectively, "**Debtor**"), each a Delaware limited liability company, having its principal place of business at c/o Brookfield Financial Partners, LLC, Brookfield Place, 250 Vesey Street, 15th Floor, New York, NY 10281, Attention: Theresa A. Hoyt, in favor of VEGAS HR PRIVATE LIMITED, a Singapore private limited company, having an address at c/o GIC Real Estate, Inc., 335 Madison Ave, 24th Floor, New York, NY 10017 (as successor in interest to Column Financial, Inc., and together with its successors and assigns, "**Secured Party**").

W I T N E S S E T H

WHEREAS, Debtor and Secured Party are parties to that certain Fourth Amended and Restated Loan Agreement, dated as of March 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), by and among IP Borrower, HRHH Cafe, LLC, HRHH Development, LLC, Hotel/Casino Borrower, HRHH Gaming, LLC and LVHR Casino, LLC (collectively, "**Borrowers**") and Secured Party;

WHEREAS, Debtor and Secured Party are party to that certain Amended and Restated Intellectual Property Security Agreement, dated as of March 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Intellectual Property Security Agreement**"), pursuant to which Debtor pledged and assigned to Secured Party, and granted to Secured Party, a security interest in the Collateral (as defined therein);

WHEREAS, on the date hereof, Borrowers and Secured Party are entering into that certain Second Omnibus Amendment to Fourth Amended and Restated Loan Agreement and Loan Documents, which amends the Loan Agreement and certain other Loan Documents (as defined in the Loan Agreement); and

WHEREAS, as a condition to amending the Loan Agreement, Debtor affirms the security interest that Debtor has granted to the Secured Party, and further grants to Secured Party a security interest into any newly acquired or created Collateral.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Debtor agrees as follows:

1. Incorporation of Amended and Restated Intellectual Property Security Agreement. The Amended and Restated Intellectual Property Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Intellectual Property Security Agreement (or the Loan Agreement, if applicable). In the event of a conflict between a provision of the Amended and Restated Intellectual Property Security Agreement and a provision of this Agreement, the provision of the Amended and Restated Intellectual Property Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. As further security for the due performance by Debtor and Secured Party of all of their respective obligations and liabilities arising out of or in connection with this Agreement, the Loan Agreement and the other Loan Documents (collectively, the "**Obligations**"), Debtor hereby pledges, hypothecates, transfers, sets over and delivers to the Secured Party, and hereby commits and grants to Secured Party a first priority security interest and lien in and to, all of Debtor's right, title and interest in and to the following (collectively, the "**Collateral**"), in each case subject to the Permitted IP Encumbrances (as defined in the Loan Agreement): (i) the Trademarks, including without limitation those set forth in Exhibit A, (ii) the Copyrights, (iii) the Domain Names, (iv) the Licenses, (v) the Goodwill, (vi) the Proceeds, and (vii) any all other intellectual property owned or hereafter acquired by Debtor

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW), WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

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TRADEMARK
REEL: 005765 FRAME: 0207

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first written above.

HHRH IP, LLC,
a Delaware limited liability company

By: _____
Name: Justin Monge
Title: Authorized Representative

[Signature Page to Supplement to IP Security Agreement]

HHRH HOTEL/CASINO, LLC,
a Delaware limited liability company

By: _____
Name: Justin Monge
Title: Authorized Representative

[Signature Page to Supplement to IP Security Agreement]

LENDER:

VEGAS HR PRIVATE LIMITED,
a Singapore private limited company

By: _____
Name: JESSE HOM
Title: AUTHORIZED SIGNATORY

By: _____
Name:
Title: CHRIS BUSH
AUTHORIZED SIGNATORY

[Signature Page to Supplement to IP Security Agreement]

SCHEDULE A

TRADEMARKS

Mark	Jurisdiction	Owner	Application No.	Registration No.
35 STEAKS + MARTINIS	United States	HRHH IP, LLC	85/396,027	4,265,340
BACKSTAGE PASS	United States	HRHH IP, LLC	85/526,535	4,692,748
BLITZED	United States	HRHH IP, LLC	85/446,826	4,118,728
BODY ENGLISH	United States	HRHH IP, LLC	85/809,634	4,424,430
ENTOURAGE	United States	HRHH IP, LLC	86/427,083	4,849,357
FRIDAY NIGHT LIVE	United States	HRHH IP, LLC	86/620,477	
GENERAL ADMISSION	United States	HRHH IP, LLC	86/427,090	4,748,043
GENERAL ADMISSION	United States	HRHH IP, LLC	86/427,091	4,748,044
MULTI-PLATINUM ACCESS	United States	HRHH IP, LLC	86/513,413	
MULTI-PLATINUM ACCESS	United States	HRHH IP, LLC	86/513,414	
PLATINUM ACCESS	United States	HRHH IP, LLC	86/427,095	4,865,520
PLATINUM ACCESS	United States	HRHH IP, LLC	86/427,099	4,862,047
REHAB	United States	HRHH IP, LLC	85/542,757	4,524,097
REHAB RX	United States	HRHH IP, LLC	85/542,768	4,611,979
REHAB RX (Stylized) Rehab Rx	United States	HRHH IP, LLC	85/542,774	4,615,774
RELIQUARY	United States	HRHH IP, LLC	85/395,947	4,121,460
THE JOINT	United States	HRHH IP, LLC	86/525,425	
THE JOINT	United States	HRHH IP, LLC	86/525,431	
VINYL	United States	HRHH IP, LLC	86/473,371	
VINYL	United States	HRHH IP, LLC	86/473,372	4,897,330
VINYL	United States	HRHH IP, LLC	86/473,373	
VINYL LAS VEGAS & Design Vinyl	United States	HRHH IP, LLC	86/473,374	4,891,535
VINYL LAS VEGAS & Design Vinyl	United States	HRHH IP, LLC	86/473,375	4,897,331
VINYL LAS VEGAS & Design Vinyl	United States	HRHH IP, LLC	86/473,376	