

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aliante Gaming, LLC		04/25/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	5340 Kietzke Lane, Suite 102		
Internal Address:	MAC A4649-027		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89511		
Entity Type:	National Banking Association: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85765237	BISTRO 57	
Serial Number:	85765235	MEDLEY	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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>			
Phone:	9495676700		
Email:	ipprosecution@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main St.		
Address Line 2:	Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	1696.454		
NAME OF SUBMITTER:	Cesar Valdez		
SIGNATURE:	/Cesar Valdez/		
DATE SIGNED:	04/25/2016		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of April 25, 2016, is executed by ALIANTE GAMING, LLC, a Nevada limited liability company (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Lender Parties (in such capacity, together with any successors and assigns in such capacity, the “Administrative Agent”) for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the “Lenders”). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Credit Agreement shall have the respective meanings given to those terms in the Credit Agreement.

A. Pursuant to that certain Credit Agreement, dated as of April 25, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Grantor and Wells Fargo Bank, National Association as Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor owns the trademarks, more particularly described on Schedule 1-A annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the “Trademarks”).

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement, dated as of April 25, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Bank, National Association
5340 Kietzke Lane, Suite 102
MAC A4649-027
Reno, NV 89511
Attention: Lee Wagner
Tel. No. (775) 689-6008
Fax No. (775) 689-6026
E-mail: Lee.Wagner@wellsfargo.com

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

ALIANTE GAMING, LLC,
a Nevada limited liability company

By: ALST CASINO HOLDCO, LLC,
its managing member

By: _____
Name: SOOHYUNG KIM
Title: CEO

[Signature Page to Grant of Security Interest – Trademarks – Aliante]

TRADEMARK
REEL: 005777 FRAME: 0441

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Reg. No.	Trademark	Filing Date
85765237	BISTRO 57	8/19/2014
85765235	MEDLEY	9/10/2013