

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM382693

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fertitta Entertainment LLC		04/28/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fertitta Business Management LLC		
<b>Street Address:</b>	1505 South Pavilion Center Drive		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89135		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4092448	FERTITTA	
<b>Registration Number:</b>	3745572	FERTITTA	
<b>Registration Number:</b>	4092445	FERTITTA	
<b>Registration Number:</b>	4486983	FERTITTA ENTERTAINMENT	
<b>Serial Number:</b>	85657016	FERTITTA	
<b>Serial Number:</b>	85180567	FERTITTA ENTERTAINMENT	
<b>Serial Number:</b>	85975774	FERTITTA ENTERTAINMENT	
<b>Serial Number:</b>	85180560	FERTITTA GAMING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>Phone:</b>	2028357500		
<b>Email:</b>	mknabel@milbank.com		
<b>Correspondent Name:</b>	Matthew Knabel		
<b>Address Line 1:</b>	1850 K Street NW		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	40999.01000		
<b>NAME OF SUBMITTER:</b>	Matthew K Knabel		

CH \$215.00 4092448

<b>SIGNATURE:</b>	/Matthew K Knabel/
<b>DATE SIGNED:</b>	05/02/2016
<b>Total Attachments: 5</b> source=FE - Excluded Asset Assignment - Trademarks#page1.tif source=FE - Excluded Asset Assignment - Trademarks#page2.tif source=FE - Excluded Asset Assignment - Trademarks#page3.tif source=FE - Excluded Asset Assignment - Trademarks#page4.tif source=FE - Excluded Asset Assignment - Trademarks#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of the 28 day of April, 2016 (the "Effective Date") by and between Fertitta Entertainment LLC, a Delaware limited liability company, with an address 1505 South Pavilion Center Drive, Las Vegas, Nevada 89135 ("Assignor"), on the one hand, and Fertitta Business Management LLC, a Nevada limited liability company, located at 1505 South Pavilion Center Drive, Las Vegas, Nevada 89135 ("Assignee"), on the other hand.

### WITNESSETH:

WHEREAS, Assignor owns the trademarks and corresponding applications or registrations therefore listed on the attached Exhibit A (collectively, the "Trademarks");

WHEREAS, pursuant to the Membership Interest Purchase Agreement, dated as of October 13, 2015 (the "Purchase Agreement"), by and among (i) Station Casinos LLC (the "Purchaser"), (ii) Assignee, LNA Investments, LLC, KVF Investments, LLC, and FE Employeeco LLC, (collectively, the "Sellers"), (iii) Assignor and (iv) Frank J. Fertitta III, as the seller representative, Purchaser is purchasing all of the issued and outstanding membership interests in the Assignor;

WHEREAS, pursuant to Section 2.07 of the Purchase Agreement, the Sellers are permitted to cause Assignor to transfer all right, title and interest in, and all obligations and liabilities related to the Trademarks prior to the consummation of the transactions contemplated by the Purchase Agreement; and

WHEREAS, the Sellers are party to that certain Second Amended and Restated Limited Liability Company Agreement of Fertitta Entertainment LLC, dated as of April 1, 2013, as amended by that certain First Amendment to the Second Amended and Restated Limited Liability Company Agreement of Fertitta Entertainment LLC, effective as of September 29, 2015 (the "LLC Agreement").

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with all of the goodwill of the business symbolized by the Trademarks, any renewals and extensions thereof and all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, as of the Effective Date, as well as all income, royalties or payments due or payable from and after the Effective Date or thereafter and the right to sue and collect damages for past, present and future infringements, dilution or other unauthorized use of the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of

Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Further Assurances. Assignor shall promptly execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in Assignee full right, title and interest in the Trademarks.

3. Capital Account Adjustment. Assignor and Assignee acknowledge and agree that the transfer of the Trademarks hereunder shall constitute a distribution under the LLC Agreement, and the Capital Account (as defined in the LLC Agreement) of Assignee shall be decreased in the amount of the Distribution Value (as defined in the LLC Agreement) of the Trademarks on account of such distribution in accordance with the LLC Agreement.

4. Governing Law. The internal laws of the State of Nevada applicable to contracts made and wholly performed therein shall govern the validity, construction, performance and effect of this Assignment.

5. Headings. The subject headings or captions of the paragraphs in this Assignment and Assumption Agreement are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of any provisions contained herein. All capitalized terms defined herein are equally applicable to both the singular and plural forms of such terms.

6. Counterparts. This Assignment may be signed by facsimile or other electronic transmission and/or in one or multiple counterparts, with each counterpart having the same force and effect as if this single instrument were executed by each of the parties hereto and delivered to the other party.

7. Severability. If any provision of this Assignment shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment and Assumption Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Assignee:

FERTITTA BUSINESS MANAGEMENT LLC,  
a Nevada limited liability company

By: 

Name: Frank J. Fertitta III

Title: General Manager

By: \_\_\_\_\_

Name: Lorenzo J. Fertitta

Title: General Manager

Assignor:

FERTITTA ENTERTAINMENT LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Fertitta Holdco LLC

Its: Manager

By: 

Name: Frank J. Fertitta III

Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Assignee:

FERTITTA BUSINESS MANAGEMENT LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: Frank J. Fertitta III  
Title: General Manager

By:   
Name: Lorenzo J. Fertitta  
Title: General Manager

Assignor:

FERTITTA ENTERTAINMENT LLC,  
a Delaware limited liability company

By: Fertitta Holdco LLC  
Its: Manager

By: \_\_\_\_\_  
Name: Frank J. Fertitta III  
Title: Managing Member

[Signature Page to FE Trademark Assignment]

## EXHIBIT A

### Federal Trademarks Registrations

Mark	Registration Number	Registration Date
Fertitta	4,092,448	1/24/2012
Fertitta	3,745,572	2/02/2010
Fertitta	4,092,445	1/24/2012
Fertitta Entertainment	4,486,983	2/25/2014

### State Trademark Registrations

Mark	State	Registration Number	Registration Date
Fertitta	NV	E0383022007-5	5/31/2007
Fertitta	NV	E0382652012-6	7/18/2012
Fertitta Entertainment	NV	E0564972012-4	10/23/2012
Fertitta Entertainment	NV	E0564962012-3	10/23/2012

### Federal Trademark Applications

Mark	Application Number	Filing Date
Fertitta	85-657,016	6/20/2012
Fertitta Entertainment	85-180,567	11/18/2010
Fertitta Entertainment	85-975,774	11/18/2010
Fertitta Gaming	85-180,560	11/18/2010